



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
July 13, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, July 13, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/public-meetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

SITE VISIT 4:30 PM

1115 Aerie Drive - The Planning Commission Will Visit 1115 Aerie Drive, a Single-Family Dwelling, to Conduct a Site Visit.

2. MINUTES APPROVAL

- 2.A Consideration to Approve the Planning Commission Meeting Minutes from June 8, 2022.
[06.08.22 Minutes - Pending Approval](#)
- 2.B Consideration to Approve the Planning Commission Meeting Minutes from June 15, 2022.
[06.15.2022 Minutes - Pending Approval](#)
- 2.C Consideration to Approve the Planning Commission Meeting Minutes from June 22, 2022.
[06.22.22 Minutes - Pending Approval](#)

3. PUBLIC COMMUNICATIONS

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5. REGULAR AGENDA

- 5.A **9300 Marsac Avenue – Sommet Blanc Condominiums Plat** – The Applicant is Requesting a Condominium Plat to Memorialize Previously Granted Density to Confirm the Configuration of Proposed Units and Identify Areas of Private, Limited Common, and Common Ownership. The Project Includes 3 Buildings, 49 Residential Units, 6 Affordable Deed Restricted Units, 2 ADA Units and a 3,600 Square Foot Restaurant. PL-22-05242. (40 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 1, 2022.

Sommet Blanc Condominiums Staff Report
Exhibit A: Ordinance No. 2022-XX
Attachment 1: Proposed Condominium Plat
Exhibit B: Applicant Narrative, Site Photos and Existing Conditions
Exhibit C: CUP, MPD Amendment and Development Agreement Amendment Final Action Letter
Exhibit D: B2 East Subdivision Plat
Exhibit E: 2007 Amended Flagstaff Development Agreement
Exhibit F: 2007 Empire Pass B-2 Master Planned Development
Exhibit G: 2004 Village at Empire Pass MPD
Exhibit H: Ordinance 99-30 Flagstaff Annexation
Exhibit I: Resolution 20-99 Large Scale Flagstaff MPD
Exhibit J: Link to Technical Reports
Exhibit K: EPA Notice of Completion Mazepah Mine Site
Exhibit L: Declaration for Sommet Blanc CC&Rs
Exhibit M: Proposed Conservation Easement
Exhibit N: Empire Pass MOA Design Review Board Approval
Exhibit O: Dedicated Parking Agreement Between Deer Valley and Applicant

- 5.B **14 Iron Canyon - Plat Amendment** - The Applicant Proposes to Adjust the Platted Building Envelope to Build a New Home. PL-22-05232. (20 mins.)
(A) Public Hearing; (B) Possible Recommendation for City Council's on September 1, 2022

14 Iron Canyon Plat Amendment Staff Report
Exhibit A: Draft Ordinance 2022-XX
Attachment 1: Iron Canyon Subdivision Lot 33 - Building Pad Adjustment
Exhibit B: Survey with Existing Conditions
Exhibit C: Applicant Project Narrative
Exhibit D: Site Photographs
Exhibit E: Iron Canyon Subdivision Plat
Exhibit F: Approved Iron Canyon Subdivision Plat Amendments

- 5.C **8200 Royal Street Stag Lodge Unit 50** – Condominium Plat Amendment – The Applicant Proposes to Increase the Private Ownership Area by 612 Square Feet. PL-22-05267. (10 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 1, 2022

Staff Report Stag Lodges
Exhibit A: Ordinance No 2022-Xx Unit 50
Exhibit B: HOA Approval
Exhibit C: Stag Unit 50 Project Intent

- 5.D **8200 Royal Street Stag Lodge Unit 7 – Condominium Plat Amendment** – The Applicant Proposes to Increase the Private Ownership Area by 787 Square Feet. PL-22-05268. (10 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's

Consideration on September 1, 2022

Staff Report Stag Lodges
Exhibit A: Ordinance No 2022-Xx Unit 7
Exhibit B: HOA Approval
Exhibit C: Stag Unit 7 Project Intent

- 5.E **1115 Aerie Drive - Conditional Use Permit** - The Applicant Proposes Modifying an Improved Concrete Pad and Retaining Walls into a Private Recreation Facility in the Estate (E) Zoning District. PL-21-05101. (30 mins.)
(A) Public Hearing; (B) Action

Staff Report
Attachment 1: Draft Final Action Letter
Exhibit A: Letter of Intent
Exhibit B: Record of Survey
Exhibit C: Sport Court Plans
Exhibit D: Approved Site Plan
Exhibit E: Hearthstone Subdivision Plat
Exhibit F: Nielsen Korthoff Properties Small Scale MPD Final Action Letter
Exhibit G: Construction Photos
Exhibit H: Focus Engineering Boulder Wall Technical Report
Exhibit I: Alliance Engineering Rock Wall Inspection
Exhibit J: Slope Map
Exhibit K: Vegetative Cover Map
Exhibit L: Visual Assessment
Exhibit M: 1998 Building Plan Set
Exhibit N: Parking Plan
Exhibit O: 10.01.2021 Letter Outlining Code Compliance Issues
Exhibit P: 2.22.22 Letter Outlining Land Management Code Compliance Issues
Exhibit Q: 2.25.22 Addendum Letter
Exhibit R: Public Comments

- 5.F **Founders Place (Parcel 00-0021-01977 in Wasatch County; 3267 West Deer Hollow Road) - Development Agreement Ratification** - On January 12, 2022, the Planning Commission Approved a Modification to a Master Planned Development and Conditional Use Permit for Founders Place, a 354,264-Square-Foot Ski-in Ski-out Village in the Deer Crest Area. The Planning Commission Will Review and May Ratify the Development Agreement Outlining the Requirements of the Development. (10 mins.)

(A) Public Hearing; (B) Action
Founders Place Development Agreement Staff Report
Exhibit A: Founders Place Draft Development Agreement
Attachment 1: January 12, 2022 Project Approval
Attachment 2: Housing Mitigation Plan
Attachment 3: Legal Description
Attachment 4: Community Benefit Agreement

6. ADJOURN

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 Council meeting attendees who park in the China Bridge parking structure.**

Planning Commission Agenda Item Report

Meeting Date: July 13, 2022

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Minutes

Agenda Section: MINUTES APPROVAL

Subject:

Consideration to Approve the Planning Commission Meeting Minutes from June 8, 2022.

Suggested Action:**Attachments:**

[06.08.22 Minutes - Pending Approval](#)



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
June 8, 2022**

COMMISSIONERS IN ATTENDANCE: Chair John Phillips, John Kenworthy, Sarah Hall, Bill Johnson, Laura Suesser (attended virtually)

EX OFFICIO: Gretchen Milliken, Planning Director; Lillian Lederer, City Planner; Browne Sebright, Planner II; Makena Hawley, Planner II; Mark Harrington, Senior City Attorney

1. ROLL CALL

Chair Phillips called the meeting to order at approximately 5:30 p.m.

The following written determination was read:

The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, May 11, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically.

Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/publicmeetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

Chair Phillips reported that Commissioner Laura Suesser was attending the Planning Commission Meeting virtually. Commissioner Christin Van Dine was not present. He noted that this was the first Planning Commission Meeting without Douglas Thimm.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from May 11, 2022.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from May 11, 2022. Commissioner Hall seconded the motion.

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

3. PUBLIC COMMUNICATIONS

There were no Public Communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Gretchen Milliken, reported that the Planning Commission Meeting Schedule is set at the beginning of each year. Last year, there was a pause in August but that was not possible this year since the August agendas are already full. However, there are meetings scheduled for November 23, 2022, and December 28, 2022, that could be canceled as those meeting dates are close to holidays. Director Milliken asked for feedback from the Commission. The Commissioners expressed support for canceling those meetings.

Chair Phillips shared a disclosure. He informed the Commission that he would recuse himself from Item 5(D) on the Planning Commission Meeting agenda due to his involvement in the application. Commissioner Kenworthy disclosed that he has been in leadership positions with John Sale and considered him a friend but that would not influence his decision. Commissioner Sarah Hall reported that she would need to leave the meeting at 9:30 p.m.

5. REGULAR AGENDA

- A. **Parcels PCA-62-A-1-A-X, PCA-62-A-X, PCA-61-X, PCA-61-E-X, PCA-59-X, PCA-62-G-X, IHPCMC-1-2 AM - Appeal of an Administrative Conditional Use Permit - The Appellant Appeals the Administrative Conditional Use Permit to Upgrade the Existing Silverlode Lift and Install a New Chair (Chondola Lift) Under the Park City Mountain Resort Mountain Upgrade Plan. PL-22-05249.**

Senior City Attorney, Mark Harrington, reported that the Planning Commission does not handle a lot of appeals. Since this is a Conditional Use Permit ("CUP") appeal, the item was not all that different from applications the Planning Commission hears during normal meetings. The review criteria and standards within the Code were the same as with any other CUP. Attorney Harrington clarified that the Commission is limited to the scope of the appeal and the issues raised on appeal by the appellant unless the Commission voted to expand the scope of the appeal. The Commission needed to determine whether the Planning Director correctly applied the Land Management Code to the facts of the application. Attorney Harrington stated that the appellant would make a case, the Planning Director would describe the decision made, and there would be a public hearing. Park City was unique because it allowed public hearings during appeals. Almost no other jurisdiction allowed that. He explained that the City Council had chosen to allow that to be as transparent and inclusive as possible.

State Law required the City to administer CUPs whether they were administrative or full. The State ruled that a Land Use Authority 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. If a CUP is denied, there need to be reasons given to explain why conditions could not mitigate the proposed use. Attorney Harrington noted that appeals can be tricky because oftentimes, lawyers and advocates are making their case. With this item, it seemed that there would be comments shared directly from the appellant, applicant, and Planning Director. He believed this was a good thing because it meant the Commission could hear all of the direct issues.

Director Milliken explained that she would start the appeal process by sharing a brief overview of the lift upgrade application and appeal. The lifts included in the application were located on Park City Mountain, which was zoned Recreation and Open Space and was also within the Sensitive Lands Overlay Zone. The applicant applied for an Administrative Conditional Use Permit (“ACUP”) and proposed to replace the Eagle and Eaglet ski lifts with a new lift and upgrade the Silverlode ski lift. The lift upgrade application was reviewed by Planning Staff and received Planning Director approval during an Administrative Public Hearing on April 25, 2022. The decision was appealed to the Planning Commission on May 5, 2022.

Director Milliken reported that lift upgrades normally require a CUP, which would be reviewed by the Planning Commission, per Land Management Code § 15-4-18. However, Section 2.3 of the 1998 Park City Mountain Development Agreement, which was an agreement between the City and the resort, required that lift upgrades be reviewed administratively if the six criteria outlined in the agreement are met. Director Milliken explained that the appellant made 11 arguments, and in those arguments, only Criterion 1 and 6 were addressed. Criterion 1 related to consistency with the Mountain Upgrade Plan and Criterion 6 related to adequate parking mitigation. As for Criterion 1 – Compliance with the Development Agreement, in Section 2.3, it clearly stated that the development of ski-related facilities (lift upgrades) was subject to Staff level review. Based on that information, the application was processed as an ACUP.

Per the Land Management Code § 15-1-11(D), the Planning Director will review and approve or deny the application. Planning Staff also thoroughly reviewed the application and found it complied with the Development Agreement. It met the six criteria outlined, was consistent with the Mountain Upgrade Plan, complies with the Land Management Code, and was also aligned with the General Plan. In addition, a third-party consultant was procured to conduct an additional review of the more technical aspects of the application. For instance, the analysis of the Comfortable Carrying Capacity (“CCC”). That review concluded that there were minimal impacts or new parking demands as a result of the proposed lift upgrades. Director Milliken also noted that the lift upgrades did not exceed the maximum CCC of 13,700.

As for Criterion 6 – Parking Mitigation, this required assurance that there was adequate parking to mitigate the impact of any proposed expansion of lift capacity. Director Milliken clarified that this did not mean full mitigation of all resort parking issues, but parking connected to the expansion of the lift capacity. She reported that the applicant is required to submit an updated Parking Mitigation Plan. While the criteria focused on the expansion of the lift capacity, there was also an opportunity to address some of the other parking issues. Staff had pressed the applicant to deliver a more transformative Parking Mitigation Plan. The plan went beyond what was required to mitigate the expanded lift capacity. The Parking Mitigation Plan proposed paid parking and a reservation system along with a robust communication system. The data showed that with paid parking and reservations, there would be an 11% reduction in parking demand. The plan also added 90 additional off-site employee parking spots and had overflow parking at the Park City High School on weekends, with a lease agreement for the 2022-2023 season. Director Milliken explained that there was also assurance from the third-party consultant that there would be minimal impacts and minimal new parking demands resulting from the proposed lift upgrades.

One of the appellants, Clive Bush, wondered if the intention was to improve the skier experience or if the intention was to make way for more skiers. He did not believe that making things faster and wider would do anything other than create more space for more people. Geographically unrestrained and unlimited season pass sales that were not around when the Mountain Upgrade

Plan was created could lead to significant issues. He asked the Commission if adding lift capacity was any different than adding an extra driving lane to the highway. He discussed previous lift upgrades and noted that there had been some concerns about those upgrades at the time. SE Group, which was the same Consultant the applicant uses currently, responded to the concerns at the time with a letter. The letter stated that the upgrades to Motherlode Lifts and King Con Express made the lifts more popular. It also stated that skier circulation and skier distribution throughout the mountain would improve and reduce repeat skiers on Silverlode by as much as 25%. However, there were now debates about proposed upgrades to Silverlode, which were intended to improve the guest experience and reduce crowding.

Mr. Bush believed the ACUP ignored the real impacts. He did not think it was appropriate that City Staff continually made decisions without considering the cause and effects. This was inconsistent with the rules and he felt it was destructive to the community. Mr. Bush expressed concerns about consistency with past reviews and shared an image with the Commission. The Crescent upgrade went through the Planning Commission because it was a new lift, when in fact, it replaced the Ski Team lift. The current discussions related to a more significant change, but it had been handled with an ACUP review. This was inconsistent with past decisions. He also believed there were inconsistencies with the Mountain Upgrade Plan. One of the intentions of the Mountain Upgrade Plan was to provide direct access to a proposed beginner area on the Meadow. That no longer seemed feasible. Mr. Bush believed several inconsistencies needed to be considered by the Planning Commission.

One of the appellants, Angela Moschetta, reported that the appellant's submission contained 11 unique points of appeal. While some relied on the same or similar support documents, they were nuanced. She reminded the Commissioners that they were the first line of defense between profit-minded developers and the overall quality of life for Park City residents. Ms. Moschetta noted that Vail Resorts violated a procedural request made on May 12, 2022, in which the Planning Director stated that neither side, applicant or appellant, shall engage the Planning Commissioners in advance of the hearing. However, Vail Resorts sent two memos on May 23, 2022, addressed to members of the Park City Planning Commission. One was Exhibit 8, an 8-page memo, titled, "Parking Mitigation Plan for PL-22-05145" and the other was Exhibit 10, a 7-page memo, titled, "VRPC Holdings Inc.'s Response to Appellants Appeal Submission."

Ms. Moschetta read the following information from the Staff Report:

- The appellant argues that the Planning Director did not have authority to review the ACUP and that the 1998 Park City Mountain Development Agreement criteria, specifically parking requirements, for ski lift upgrades within the Mountain Upgrade Plan, were not met, mitigated, or properly conditioned, and therefore the ACUP should not have been approved. Part of the appellant's argument also centers around the capacity of a "Peak Ski Day." Peak Ski Day is not defined in either the Development Agreement or the Mountain Upgrade Plan, and the purpose of the Mountain Upgrade Plan is to develop a long-range plan for upgrading the ski area facilities, not to impose new parking, water, or sewer requirements. Furthermore, the Development Agreement does not discuss parking requirements for a Peak Ski Day, as purported.

Ms. Moschetta noted that there was not enough time provided to discuss the differences between the Mountain Upgrade Plan and the Mountain Upgrading Plan, which was supposed to be

dynamic in accordance with market demand. She reported that CCCs were the foundation of calculating a Peak Ski Day. Page 35 of the Mountain Upgrade Plan stated:

- The parking/shuttle accommodations and water and sewer systems must be sized for the capacity of a Peak Ski Day. PCSA's Peak Ski Day capacity is estimated at 15,070 skiers.

Ms. Moschetta did not believe the Staff Report's claim, that the water and sewer system required no updating, was accurate. The Staff Report and applicant response to the appeal also claimed that there was no significant increase in the CCCs and therefore there would not be an increase in parking demand. She felt it was not possible to understand scale requirements for water, sewer, or parking, because Staff did not understand the CCCs. CCCs were heavily relied upon throughout the Planning Director's approval, the applicant response, and the Staff Reports that defended the ACUP. Peak Ski Day was a factor for the CCCs. To state that parking demand did not increase the CCCs, yet also state that the Peak Ski Day should have no bearing on potential impacts, was contradictory. She felt that skier numbers, Peak Ski Day limits, and parking requirements were linked. Ms. Moschetta continued to read from the Staff Report:

- Section 2.3 of the Development Agreement specifies that development of the skiing and related facilities identified in the Mountain Upgrade Plan, Exhibit L to the Development Agreement, are subject to administrative staff-level review and that the Development Agreement supersedes the Park City Land Management Code (LMC) with respect to the requirement for Planning Commission review and approval of such facilities. The Planning Director, per LMC § 15-1-11(D), has authority set forth to approve ACUPs.

Ms. Moschetta argued that the Planning Director lacked the authority to review or approve the ACUP because the Planning Director lacked command of the Mountain Upgrade Plan. She continued to read from the Staff Report and noted that a third-party consultant was procured. Ms. Moschetta believed that the consultant's analysis was incorrect. She also felt that CCCs informed parking requirements and parking should be factored to some degree for a Peak Ski Day since it indicated the maximum capacity of skiers. The maximum allowed CCCs was 13,700. Currently, the resort had a CCC of 12,570 and the proposed upgrades would increase to 12,860 or by 2.3% which was within the scope of the approved Mountain Upgrade Plan. She felt the Staff Report assumed the CCCs were accurate and that the existing parking was already adequate.

Exhibit L – Revised Parking Mitigation Plan for ACUP Application was submitted by Vail Resorts to Staff on April 19, 2022. This was 14 days after the Planning Director deemed the application complete. Exhibit 8 – Parking Mitigation Plan Memo, dated May 23, 2022, was also referenced. Ms. Moschetta noted that this was nearly a month after the Planning Director granted the ACUP. Vail Resorts directly linked parking mitigation to the requirements set forth by the Mountain Upgrade Plan as well as to the CCCs. If the CCCs were to change dramatically, the parking requirements would also change. She read sections from the memo to the Commission. Ms. Moschetta believed that Vail Resorts needed to earn the trust of the community and that the benefit of the company was being placed ahead of integrity. The memo discussed the implementation of a paid parking strategy, which needed in-house or contracted staff. She wondered what impact this would have on net proceeds from paid parking revenues. Ms. Moschetta wanted detailed data about paid parking strategies implemented elsewhere.

Ms. Moschetta pointed out that Vail Resorts renewed the parking contract with Park City High School for a rate of \$300 per hour for a maximum of 12 hours per day for a total of \$3,600 a day. This contract stipulated that the use of the high school lot could not exceed eight days in a calendar month. The lot was only available on weekends and holidays. Based on the schedule confirmed in the contract, the high school could theoretically provide overflow parking for 34 days over the ski season. That assumed the days would be spread out evenly across December to April and that parking only occurred there on weekends and holidays.

Ms. Moschetta asked that the Commission approve the appeal and bring the lift upgrade plan back before the Planning Commission for additional review. She shared information from the memo related to Fehr & Peers. Two scenarios were referenced in the memo, which included Beaver Creek, where the parking garage with \$10 per day daily parking was owned, managed, and priced by the town, and Alta, where the only people that went to the Goldminer's and Albion Base Lots were those committed to skiing for the day. She did not feel those scenarios were comparable.

The Fehr & Peers Study was further discussed. Ms. Moschetta stated that it was a proprietary model that involved unspecified parking studies that were done in the context of communities and scenarios with varying comparability levels to Park City Mountain. As a result, she did not believe the 11% reduction in parking demand was accurate. She also pointed out that an increase in transit ridership could not be supported, because of the ongoing issues related to transit improvements. Ms. Moschetta continued to discuss the memo and read the following excerpt:

- As included with our submission, this results in an increase in CCC of 290 (from the current 12,570 to 12,860). As provided in a memorandum from SE Group, these upgrades will not generate an impact on parking. SE Group, which is the leading national expert on ski area planning, states that "the overall capacity of the mountain will not significantly increase" with these lifts, based "largely on the fact that these lifts are replacement lifts."

Ms. Moschetta stated that SE Group was not incorrect in stating that replacement lifts serving the same or similar terrain would not generate significant increases in CCCs. However, she did not believe there had been a correct calculation of the CCCs. Per the 1998 Mountain Upgrade Plan, the total allowable CCC of the entire resort, unless new terrain was added, was 13,700. Under the overall limit, each lift had a determined CCC. The individual calculations were based on the size and speed of a lift, the scale of the terrain it served, and the level of skier it supported. While lifts may be removed or upgraded and their individual CCCs could change, the total CCCs at Park City Mountain Resort could never exceed 13,700 for an ordinary ski day.

While the Staff Report discussed total CCCs, the Planning Director's approval broke the numbers down lift-by-lift. The individual CCCs needed to be analyzed and adjusted under the cap of the overall resort CCC. The applicant stated that the lift upgrade would only bring the collective CCC to 12,860, which was within the overall CCC limit. However, another professional consultant, Ecosign, retained by Park City Mountain Resort for analysis on the matter, calculated a total of 13,130. Ms. Moschetta believed this calculation was incorrect. Part of calculating individual CCCs was something called Vertical Demand. This metric considered both terrain and skier level. If the terrain was more expert, it would serve more experienced skiers who would ski faster and get back to the lifts faster. That meant there would be higher use and higher Vertical Demand. Alternatively, more intermediate terrain would serve slower-moving skiers who would take longer

to ski back to chair lifts, which would lower Vertical Demand. She explained that Vertical Demand and CCCs were proportional.

Ecosign arrived at the 13,130 CCC number because it downgraded the Vertical Demand of 19,087 for the Eagle Lift and took it to between 12,000 and 13,000 to match the terrain that the lift served. Ms. Moschetta stated that the Ecosign expert then took the 13,130 number that they arrived at and swapped it without explanation to 12,860, which was only 10 off from the SE Group number that was presented in the Staff Report and cited by the applicant. As for where that 12,860 number came from, it appeared that Three Kings Lift was reduced to zero skiers. This was theorized to be possible, because the new, faster, and larger lift would become more popular, but she noted that Vail Resorts had no plans to shut down the Three Kings Lift.

In the Mountain Upgrade Plan, King Con was a detachable quad with a CCC of 1,790 and a Vertical Demand of 12,061. When King Con was upgraded in 2015, the CCC went down to 1,380. That was because Vail Resorts increased the Vertical Demand number to 19,398. She reiterated that Vertical Demand was a factor of terrain and the terrain around King Con never changed. That meant the Vertical Demand the applicant showed was off. Ms. Moschetta stated that if 12,061 from the original Mountain Upgrade Plan was accurate, the CCC for King Con increased by 25%. This increase brought the total CCCs to 13,980, which was over the maximum capacity of 13,700. Ms. Moschetta shared an additional example for Silverlode. She felt the numbers were being manipulated and Vail Resorts was over the total allowable CCCs for the resort.

Ms. Moschetta believed the numbers and assumptions were not accurate. The miscalculated and exceeded CCCs meant that the application violated the Mountain Upgrade Plan. As a result, the Development Agreement and Land Management Code were also violated. That meant the application never met the conditions for an administrative review. She asked that the appeal be upheld and the Planning Director's decision be overturned. Ms. Moschetta felt that without proper mitigation to secondary impacts, the lift upgrades would do more harm than good.

Director Milliken explained that she would respond to five of the 11 points submitted by the appellant. The reason five would be addressed had to do with time constraints, but it had also been determined that several points touched on similar issues. Director Milliken introduced City Planner, Lillian Lederer, who had been the Planner on the application, and Dave Felius, who was the third-party consultant from Ecosign. Director Milliken explained that the application met the standard of review for granting an ACUP. Section 2.3 of the Development Agreement stated that "development of skiing and related facilities, as identified in the Mountain Upgrade Plan, is a Conditional Use within the City limits and is subject to administrative review," so long as the development of was identified and compliant with the Mountain Upgrade Plan.

Director Milliken shared the map that was included in the Mountain Upgrade Plan. The green dotted line was the current Silverlode Lift. It was dotted because, in 1998, that lift did not exist, but it was projected that a lift would be there. Below that, there were solid yellow lines. In 1998, those lines indicated the Eagle and Eaglet ski lifts. They were in place in 1998. Next to that was a dotted line in yellow. That line was proposed to be the new Eagle lift. It was included in the Mountain Upgrade Plan in that location. Next to that was another dotted line, which was a proposed Chondola. The new Eagle that was going in would replace the Chondola lift. The Chondola would not be added to the resort in the future and it was no longer part of the plan.

Director Milliken shared a chart that outlined the CCCs. These were the CCCs for the lifts that were in place in 1998. It also had the lifts that were being proposed, such as the Chondola, which was to be an eight-passenger lift, with CCCs of 1,230, and New Prospector, which became Silverlode, with a CCC of 2,080. Since that chart was from 1998 and did not necessarily reflect the mountain today, Staff had asked the applicant to submit a new CCC plan that was fully updated and had all the recent information. The 1998 CCCs were compared to the current CCCs and the proposed CCCs were also listed. The new Eagle would take the place of the Chondola in terms of capacity. Director Milliken noted that in 1998, it was projected that the CCC would be 1,230, but the proposed CCCs for the lift going in would be 580.

The second point was addressed and Director Milliken stated that the application satisfied the conditions of approval for Conditional Uses under Utah Code 10-9A-507(2)(A). The Utah Code established the standard of review for ACUPs, which was “a Land Use Authority shall approve a Conditional Use if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed uses in accordance with applicable standards.” Director Milliken felt that the updated parking plan along with the 19 Conditions of Approval all reasonably mitigated the anticipated detrimental effects.

The third point was addressed. Director Milliken explained that the application adequately mitigated and addressed the review criteria for Conditional Uses. Land Management Code § 15-1-10 set forth the Conditional Use review process, which was used for both CUPs as well as ACUPs. According to the Land Management Code, “a Conditional Use shall be approved 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.” This paralleled the Utah Code language. Director Milliken pointed out that the appellant argued that the Conditional Use Permit review criteria (2, 3, 5, 6, 13, and 16) did not satisfy the Conditions of Approval for Conditional Uses. However, all of those had been pulled out and added to a graph. The review criteria were listed as well as the analysis for approval. The information was included in the Staff Report for further review. She noted that an ACUP in this case used the six criteria identified in the Development Agreement and the 16 criteria of a Conditional Use Review in the Land Management Code. Whereas if the application came to the Planning Commission as a Conditional Use, the Commission would only review it under the 16 criteria. In this case, the ACUP process was more regimented than if it was only a Conditional Use.

The fourth point was addressed and Director Milliken reported that the ACUP was approved in compliance with the ski operation improvements, which included criteria 1-6, required in the Development Agreement. Criteria 6 was discussed and she noted that Section 2.3 of the Development Agreement (not a Peak Ski Day) established parking mitigation requirements for a ski lift upgrade. The appellant had argued about the Peak Ski Day, but the application was being looked at as a ski lift upgrade. She explained that a Peak Ski Day was commonly referred to during ski development discussions. It was referred to in the Development Agreement and the Mountain Upgrade Plan, but it was not defined in the Development Agreement, Mountain Upgrade Plan, or the Land Management Code. As a result, the Peak Ski Day was not used as a standard to measure against, because there was not a legitimate definition for the term. Director Milliken explained that the currently available parking for the ski resort was 1,950 stalls. The updated Parking Mitigation Plan, according to the data, made additional stalls available. If the 11% parking demand reduction was taken into account, along with the 90 additional spaces for off-site employee parking, the reduction was 304.5 stalls. This more than satisfied the Development Agreement and the Land Management Code criteria for ski lift upgrades.

The fifth point was addressed. Director Milliken stated that the Conditions of Approval mitigated possible detrimental effects. She felt that the Conditions of Approval that were added to the ACUP sufficiently mitigated the impacts of the proposed upgrades. The appellant had raised issues with several Conditions of Approval, including Condition of Approval 13, 14, 15, 18, and 19. Director Milliken overviewed those conditions for the Commission:

- Condition of Approval #13:
 - Any proposed overflow parking with Canyons and Park City School District must be approved by Summit County and the School District respectively.
- Condition of Approval #14:
 - The Applicant shall provide information that the proposed Parking Mitigation Plan dated April 19, 2022, is in effect before the start of the 2022/2023 ski season. This includes the implementation of 90 employee parking spaces at Munchkin and a paid parking reservation system.
- Condition of Approval #15:
 - The Applicant shall meet with the Planning Director and other relevant staff bi-annually, including prior to the beginning of the ski season, and within sixty (60) days of completion of the ski season to provide parking and traffic information demonstrating compliance with the Parking Mitigation Plan and a communications plan to ensure information dissemination to the public. The applicant shall share relevant parking information with staff, including parking lot occupancy rates and achievement of increased Average Vehicle Occupancy rates. The Planning Director may impose additional conditions or operational changes if the currently proposed Parking Mitigation Plan results in ongoing adverse impacts or is not achieving a demonstrated increased Average Vehicle Occupancy.
- Condition of Approval #18:
 - The Applicant shall be responsible for effectively managing the parking reservation system with an on-site parking attendant present, with a turn-away and tow policy for people without a reservation.
- Condition of Approval #19:
 - The Applicant shall use the net proceeds generated from paid parking at the Mountain Village base area of Park City Mountain to reinvest in transportation, transit, traffic mitigation, and/or parking measures to support guest access to the resort and traffic mitigation in and around the resort. As part of the bi-annual review meeting process, the Applicant shall provide an accounting regarding the net proceeds and will review the resorts' expenditures on these measures, including, if requested by the City, verification of the expenditures by an independent third party. The Applicant shall discuss in good faith any proposed expenditures by the City that advance the City's infrastructure goals at each bi-annual review. If funded, such proposals will be documented pursuant to an amendment to the Parking Mitigation Plan processed as part of the bi-annual review.

Condition of Approval #13 was put forward to require the applicant to establish legal parking mitigation agreements with Park City School District and Summit County. The applicant subsequently confirmed that they had a contract with Park City High School for the next ski season. Condition of Approval #14 was intended to specify a timeline for the applicant to establish and implement the currently proposed Parking Mitigation Plan. If the conditions were not met within the timeline, a Building Permit would not be issued for the lift upgrades. Condition of Approval #15 ensured that there would be measurable parking data. City Staff was working

internally to outline the specific reporting data required to demonstrate compliance. The condition also allowed the City to adjust parking mitigation if it became necessary.

Condition of Approval #18 was intended to establish the monitoring of the new parking mitigation system and to promote safety within the City. If the condition was not met, the City would require a review and stricter implementation. Condition of Approval #19 was negotiated with Park City Mountain to establish a Parking Mitigation Plan that would benefit future parking management, transit, and transportation improvements as well as traffic mitigation endeavors for Park City Mountain and the City. Director Milliken added that it was important for the City to partner with Park City Mountain and come up with solutions. This was a partnership because Park City Mountain impacted the community and many residents and visitors to the City used the services. A lot of the conditions focused on ways to work collaboratively and tackle issues together.

Director Milliken shared a slide that highlighted the other points made by the appellant. She believed those concerns had been answered with the other five points that she had addressed already. If the Commission had any specific questions related to those points, she was willing to answer them. Staff recommended that the Planning Commission deny the appeal, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter. She reminded Commissioners that Planner Lederer and Mr. Felius were also available to answer any outstanding questions that the Commission had.

The applicant, Mike Goar, introduced himself as Vice-President of Vail Resorts. He was previously the Vice-President and Chief Operating Officer of Park City Mountain. Mr. Goar introduced Deidre Walsh, the new Vice-President and Chief Operating Officer of Park City Mountain. He and Ms. Walsh had worked together for many years and she was an extraordinary leader who had previous experience at Park City Mountain. Ms. Walsh thanked Mr. Goar for his dedication during this transition and all of his work at the resort. She explained that Mr. Goar was a leader who always led with integrity. That had been demonstrated time and time again. Ms. Walsh overviewed some of her career highlights and discussed the resort.

Mr. Goar introduced Director of Mountain Planning, John Sale, Senior Director of Base Operations, Mike Lewis, Mountain Resorts Legal Counsel, Allison Turbiville, Outside Legal Counsel, Brent Bateman, and Fehr and Peers Traffic and Parking Consultant, Jon Nepstad. Mr. Goar explained that the only issue related to the appeal was whether the Planning Director correctly issued the ACUP that allowed Park City Mountain to upgrade two lifts. The Planning Director reached her decision after going through a rigorous and thorough process. She analyzed the application for over three months, required Park City Mountain to develop a transformative Parking Mitigation Plan, and retain an outside consultant, in addition to the two consultants the resort had previously retained. Additionally, public comments were accepted and reviewed, and a lengthy public hearing was conducted. Only then did the Planning Director issue an ACUP containing 19 detailed Conditions of Approval.

Mr. Goar appreciated the work that the Planning Director and City Staff had done to review the application. He was also appreciative of the community engagement. There had been strong community support for the two proposed lift upgrades and the Parking Mitigation Plan. Mr. Goar had reached out to community members who had expressed concerns, including the appellants. While he had not heard back from the appellants, the resort followed up with others, including various Homeowners Association ("HOA") representatives.

The reason for lift upgrades was discussed. Mr. Goar explained that Park City Mountain was the largest resort in the United States. The resort had vast terrain and that meant there was a lot of space for skiers and riders to use. Modernizing the Eagle and Silverlode lifts, which were 49 and 26 years old respectively, was key to maintaining a world-class experience. It would ensure that visitors were moved more effectively and efficiently. This would result in a significant enhancement to the guest experience. He clarified that this was not about moving more people, but was about moving people more efficiently. There were essentially three places where skiers and riders could be on the mountain: the ski trail, in the lift line, or on a lift. The upgraded lifts would move people out of the lift lines more quickly and onto the lifts or ski trails. That meant guests would have more time to enjoy the mountain. Over the last 15 years, there had been over 500 lift upgrades and new ski lifts installed across the United States. This represented 20% of all lifts in the country. Industry data showed that skier visitation during that time had increased by 1%.

The data demonstrated that lift upgrades did not drive increases in visitation or increased parking demand. However, the resort still went beyond the requirements for an ACUP and presented the Parking Mitigation Plan for the project. It included a reservation system with paid and free parking options. The community expected the resort to invest in resort infrastructure and to continuously improve the overall experience. That was the reason the City approved the Development Agreement that set out a straightforward ACUP process for lift upgrades that were identified in the Mountain Upgrade Plan. That was also why Vail Resorts had invested \$127 million in upgrades at the resort since the acquisition.

Mr. Goar shared information about the two lifts. He reported that the first was Silverlode. The area around Miner's Camp was quite popular and could be very busy. The new lift would more efficiently move people out of that area and take them back up the hill to circulate. There was also a desire to remove the existing Eagle and Eaglet lifts and install the new Eagle High-Speed 6-Passenger Chair. In addition to moving people more efficiently out of the base area, the upgraded lift would spread skiers across the terrain, provide better access to the front of the mountain, and improve circulation to the King Con and trails on the upper portion of the mountain.

The City had already approved the Development Agreement and Mountain Upgrade Plan that governed the proposed lift upgrades. The Development Agreement required Park City Mountain to mitigate the parking impacts of any proposed expansion of lift capacity. As part of the review, City Staff encouraged Park City Mountain to submit a project-specific Parking Mitigation Plan. The data supported that the lift upgrades generated no incremental parking demand for the resort. That said, at the request of City Staff, the Parking Mitigation Plan had been created. It would fundamentally change guest parking incentives and would positively impact the base area. The main component of the Parking Mitigation Plan was the implementation of a reservation system, with both paid and free parking options. Guests would be required to make a paid reservation in advance to park in one of the parking spaces at the base area before 1:00 p.m. Guests who carpoled with at least four people in the car still needed a reservation but could park for free. After 1:00 p.m. guests would not need a reservation and parking was free.

Mr. Goar overviewed some of the benefits related to the Parking Mitigation Plan. He explained that paid parking and reservations would fundamentally change the behavior of visitors. Fehr and Peers, the leading expert on parking and traffic, studied the impacts of paid and reserved parking. There would be a significant reduction in overall parking demand, the reservation system would spread out arrival times, the guest experience would be improved, and there would be improvements to the local traffic experience. It would be a benefit to all involved.

The Conditions of Approval listed in the ACUP captured the commitment of Park City Mountain to invest the net proceeds of the paid parking revenues into parking, traffic, transportation, and transit operation improvements. This was not a new revenue stream for the resort. In addition to the reservation system, the Parking Mitigation Plan had several other mitigation strategies that would mitigate any detrimental parking impacts caused by lift upgrades. There would be additional parking for employees, the resort would continue to incentivize carpool and transit use by resort employees, and a subscription-based communication method would be tested to communicate parking and traffic information to guests. Mr. Goar reported that Park City Mountain had partnered with the City last season to reconfigure circulation in the base area. That had proven to be effective and the resort would continue to implement the prioritization of transit. The resort and City were already meeting to discuss operations for next season.

Mr. Goar understood that some of the proposed parking changes would require significant work to manage. He assured those present that the resort team would focus on a smooth rollout of the plan. There would be a close collaboration with City Staff, engagement with community stakeholders, and an ongoing assessment of the Parking Mitigation Plan. Fehr and Peers would observe how the new parking plan was working on-site at several key points during the season, including holiday periods and busier weekends. Fehr and Peers would generate a report after each of the observation periods ended. Those reports would be shared with City Staff.

Mr. Goar noted that he had heard some comments that the resort was not paying its fair share and did not care about the community. That was not true. He had been a part of the community for many years, as had Ms. Walsh. According to the Park City Chamber of Commerce, sales tax collectively paid by resorts comprised 70% or \$28 million of the General Fund revenue for the City in the prior year. The resort supported 14,000 full-time and part-time tourism-related jobs. The company also gave nearly \$4 million to local organizations and non-profits in Park City. Mr. Goar stressed that the resort was part of the community. The ski lift upgrades were a benefit that the resort wanted to provide to the residents and visitors of Park City.

Chair Phillips opened the public hearing. He needed to step out of the Planning Commission Meeting for approximately 15 minutes and asked Commissioner Suesser to moderate. Chair Phillips noted that he would be listening to the meeting audio during his absence.

Rob Sleddon stated that he had lived in Park City for 50 years and had skied for many decades. The traffic near the resort and throughout the area was seen year-round. There was not an easy solution and he hoped it would be possible for everyone to work together and forward effective strategies. Mr. Sleddon noted that he had been a business owner for 42 years in the hospitality industry and he had heard many times that previous lift improvements were welcomed. He appreciated hearing from both sides but believed the Planning Department had thoroughly reviewed the facts and established appropriate conditions. He felt the appeal should be denied.

Bill Malone commented that his family had enjoyed many different skiing experiences in the community over the last 23 years. There had been numerous improvements to those experiences. There had also been improvements in facilities. Mr. Malone believed that the lift upgrades were part of a continuous process of customer service improvements. It was important to get skiers up the mountain and out of the base area faster so they could be dispersed across the 7,300 acres of terrain and enjoy the ski experience to a greater extent. Mr. Malone hoped that the lift upgrade would benefit the overall experience for visitors.

Peter Marth stated that he had been an Old Town resident for 40 years. He thanked everyone for their presentations and the opinions shared. Mr. Marth explained that he had been skiing in Park City ever since he moved to the area in 1981. The last three or four years had become difficult because of the sheer volume of skiers that Vail Resorts brought to the table with their industrial tourism model. To make a return on investments, the corporation needed to increase the volume, ticket sales, and numbers. He was uncomfortable with the term mitigation because there was no real way to quantify what mitigation meant. Mr. Marth was skeptical about the upgrades and was uncomfortable with the way the changes had been presented. He was not in support of the ACUP process and recommended that the appeal be granted.

Adam Strachan explained that he was a Planning Commissioner for 10 years and went through a lot of appeals. However, there had never been any related to a lift upgrade. It was rare to see something like this be so polarizing. He was present for the 2015 Crescent upgrade and reviewed the 2015 King Con upgrade. There were no complaints after either of those. He was not sure what was different here, since this was a 39-year-old and 26-year-old lift. As a Commissioner, the duty was to review the appeal, but that did not mean deference was not given to the Planning Director and City Staff. He felt the Planning Director and City Staff had done a good job with the ACUP. He had read the Final Action Letter and it was very detailed. The Conditions of Approval were also well drafted. There had clearly been an in-depth analysis. Additionally, two consultants echoed what the Planning Director and City Staff had concluded. Mr. Strachan did not think there was a correlation between an increase in carrying capacity and an increase in parking. Without evidence from the appellant, that was reason alone to deny the appeal. He overviewed some of the mitigation strategies. The fact that the proceeds from the paid parking system would go to transit and traffic mitigation was significant and overcompensated any minimal impacts an upgrade may have.

Henrik Dirkus stated that he loved skiing and was supportive of any improvements that would make it possible to get up to the mountain faster. Anything that would minimize the lift lines was beneficial. However, Mr. Dirkus noted that he lived about a block away from the base of Park City Mountain and there had been serious issues over the last few years. There were a lot of problems related to parking and people cutting through the private road he lived on. Residents had tried to work with the City to come up with a solution, as there were many negative impacts related to skier traffic. If the resort started to charge visitors, he was afraid that the nearby neighborhoods would experience even more issues related to illegal parking and traffic. Mr. Dirkus was not sure how the data and numbers would translate to real life. He wondered whether there had been communication with the local HOAs to discuss the current issues.

Eric Moxham understood that the City Staff, resort, appellants, and Planning Commission had spent a significant amount of time looking into the application. He appreciated all of the efforts but was of the strong opinion that the City needed to be consistent with the strict interpretation of the language in the Development Agreement and Mountain Upgrade Plan. Both agreements were out of date based on the evolution of the ski industry. He felt the agreements needed to be renegotiated, especially if Vail Resorts was not comfortable with the strict interpretation of the existing agreements. The new Eagle lift was a new lift and was not contemplated in the Mountain Upgrade Plan, and as a result, should not be subject to an ACUP. Mr. Moxham wondered why there was such a rush toward new ski lifts without proper approval.

Thomas Jacobson echoed the sentiments of some of the other speakers. He explained that he served as Chair of a State Commission. It was always important to look at the big picture and consider what was best for the citizens and the State of Utah. He noted that this particular

application would address an existing problem and there was nothing in the application that advertised for more visitors to come to the resort. Park City was often the victim of its own success. However, that was a separate issue, because the application was trying to fix one of the issues that had occurred as a result of that success. Mr. Jacobson felt it was important for the Commission to consider the big picture and what would happen if the ski lifts were not upgraded. For instance, whether the ski experience would be any better and whether upholding the appeal would be a benefit to Park City. He believed that this change was necessary and encouraged the Planning Commission to deny the appeal.

Ed Parigian appreciated the discussions that had taken place so far. He believed the new Eagle lift was a precursor to building the new base beach area. If paid parking reduced traffic now, he wondered what would happen when the new base beach area was implemented. There would not be any additional mitigation strategies to use. Mr. Parigian did not believe that residents and visitors had the same expectations. He noted that residents would have a very different view than visitors to the area. He believed the partnership between the resort and the City was one-sided and felt that the appellants showed ample information about the CCCs. He supported the appeal.

Dr. Robert Winn stated that he had always taken great pride in any action the City took to make the local and guest experience better. He supported the proposed lift enhancements. Dr. Winn believed that Park City Mountain had met and exceeded all of the conditions required and the Planning Staff had done an excellent job tackling a very complex application. He asked that the appeal be denied by the Planning Commission. Dr. Winn stated that he was the Medical Director of Intermountain Healthcare, which covered Park City and The Canyons. Those two clinics treated the vast majority of guests who were injured while skiing at the resorts. As the Medical Director, he strongly endorsed the upgrades. Dr. Winn wanted the clinics to be less busy. Over the 41 years that he had been involved with ski injuries, he had witnessed congestion to be one of the major causes of injuries. The lift upgrades would decrease the number of patients that his team needed to assist and would benefit overall safety levels in the area.

Alex Budminski felt that the main question was whether or not the decision the Planning Director made was within the scope of the Mountain Upgrade Plan. He believed it was. Another question was whether the Planning Director interpreted the scope and issues correctly. He believed she had. Mr. Budminski pointed out that not all issues could be mitigated. It was important to consider whether the Conditions of Approval were sufficient to mitigate as many impacts as possible. Most of the issues that were mentioned were irrelevant to the appeal. He urged the Commission to look at the application in the context he described. He felt the appeal should be denied.

Richard Jaffa stated that he lived in Park Meadows and had owned a home in Park City for 41 years. This was the first year that he rode the bus. He believed the people that lived in Summit County were part of the problem. If residents refused to use the public transportation available, nothing would change. Charging for parking might be a worthwhile mitigation strategy, but it was also important to shift the focus onto transit. Mr. Jaffa thanked the Planning Department. He felt they had done a wonderful job and asked that the appeal be denied.

There were no further comments. Chair Phillips closed the public hearing.

The appellants were allowed to respond. Deb Rentfrow stated that based on the appellant's presentation as well as the input from Staff and the applicant, it was apparent that many aspects needed to be considered with regard to the lift upgrade application. She believed that significant oversights still existed. All of Park City suffered from the negative impacts of a Peak Ski Day.

More needed to be done to address this. The 11% reduction in parking demand expressed by Fehr and Peers was in part attributed to an increased AVO. An AVO of 2.3 increased to 2.7. In the SE Group table, each line item was presented separately on the spreadsheet. There were indications of double dipping to achieve the parking reduction gained by carpooling in both the AVO and the 11% lines. She wondered whether a correction was required and believed the change in parking numbers would be in the hundreds.

Ms. Rentfrow stated that the currently approved Parking Mitigation Plan relied on barriers and a change in traffic flows, which included improper lane usage. She did not believe any other business in Park City would be allowed to implement these types of changes in a public right-of-way without a proper review, Impact Study, and Public Safety Analysis. Ms. Rentfrow asked how transit would be adjusted to accommodate the anticipated modal shifts. Plans needed to be formulated and implemented. She noted that nothing was being done under the approved plan to add or facilitate additional drop-off capabilities. Ms. Rentfrow felt the applicant was able to do whatever they pleased at the expense of the local community. She asked the Commission to recognize the applicant's disregard for the legal requirements set forth in the 1997 Master Planned Development, the 1998 Development Agreement, and the related Exhibit L. The appellants requested that the lift upgrades be stopped and the appeal be upheld.

Commissioner Bill Johnson asked Mr. Felius to address the discrepancy between the CCC for New Prospector in 2008 to Silverlode. The appellants had stated that the CCCs changed from New Prospector to Silverlode. Mr. Felius explained that as part of the process, Ecosign looked at the calculations that SE Group did between the present day and the future. They did not go back as far as 2008. Someone from Vail Resorts of SE Group would be able to provide that additional information. Mr. Sale explained that typically with Vertical Demand, it was a simple equation of vertical feet x capacity. The capacity, going back to 1997, would have been for King Con or Silverlode, a four-pack. Any time the capacity was increased to a six-pack, that increased the Vertical Demand. That was the reason for the larger number. However, there were several other factors to consider as well. Commissioner Johnson believed that because more capacity was being added to the lift, it changed the Vertical Demand. Mr. Sale confirmed this. Commissioner Johnson wondered whether it was possible to continue to increase the size of the lifts to make the CCCs. Mr. Sale explained that the CCC calculation factored in the Vertical Demand, but that was not the only factor. That equation factored in wait times, the number of people in the chair, and the number of people on the trail.

Mr. Felius reported that the CCC was a mathematical model of the ski area. It focused on the comfortable capacity of the ski area, which in his mind, meant that skiers were able to ski as much as they wanted and the lift lines were approximately 10 minutes long. That was a comfortable capacity. If skier circulation was changed, it was possible to shift those numbers, but there were several different factors that were considered in the calculation. Commissioner Johnson wanted to know why Eagle and Eaglet were being removed. Mr. Sale explained that with the lifts, it made sense to minimize the number of operators needed. To run the existing lift, along with the new Eagle, there would need to be twice as many operators. This was not best practice, as it was important to maximize efficiency and still be able to move visitors effectively.

Commissioner Johnson referenced the Parking Mitigation Plan. He read that the transit drop-off was listed as 1,800 from transit, 398 from hotel shuttles, and 251 for drop-off and ride share. Commissioner Johnson pointed out that there were 1,000 children under the age of 11 attending ski programs. That 251 drop-off number did not seem correct to him. It made him question some of the other numbers that SE Group had put together.

Commissioner Hall wanted to further discuss the CCC chart. Commissioner Kenworthy explained that $CCC = \text{vertical rise} \times \text{hourly capacity} \times \text{operating hours} \times \text{loading efficiency}$. When that number was calculated, it needed to be divided by the Weighted Vertical Demand. The Weighted Vertical Demand was a blended number. It was assumed that an expert would ski a lot more than a beginner. Commissioner Kenworthy felt that there were a lot of variables and it would be worthwhile to sit down and do the math. He pointed out that SE Group had done CCCs for 400 ski resorts around the world. It should be possible to verify the numbers without much of a problem. As for the definition, CCCs were the optimum number of guests accommodated by a mountain facility at any one time, while still affording a high-quality recreational experience and sound stewardship of the land. Mr. Felius confirmed this definition.

Commissioner Kenworthy found the Mountain Upgrade Plan definition of a Peak Ski Day was specifically stated on Page 35 of the plan. It stated that “based upon historical skier-visit performance records, PCSA anticipates future peak skier days to reach 110 percent of the CCC. This policy is acceptable as long as it does not become common practice.” Commissioner Kenworthy explained that nationwide and internationally, CCC numbers were normally allowed a 25% increase. He found the definition to be very specific.

Commissioner Kenworthy noted that the applicants had spoken about collaboration. He felt that was essential. Getting data from the resort could be difficult at times and he believed that needed to end. If the Commission didn't have all of the numbers and data, it would not be possible to work together collaboratively. Commissioner Kenworthy asked Director Milliken why she found this was not considered a new lift. Director Milliken explained that the new Eagle lift was identified in the 1998 Mountain Upgrade Plan with the dashed line. That meant there was a proposed lift planned that would be placed there in the future. The decision was based on the map included in the Mountain Upgrade Plan. Commissioner Kenworthy pointed out that comments had been received about the trees that would be removed for the lift to be installed. Director Milliken reported that the application was reviewed by both the Forestry Board and the Open Space Manager. There were additional Conditions of Approval that addressed vegetation.

Commissioner Hall wanted to better understand the CCC numbers and the data included on the chart. She asked whether it would be possible to take a brief break so that information could be presented to the Commission following the break. Chair Phillips noted that the item had gone way over the allotted time and there were many other items on the agenda. He asked Commissioners to think about whether the item needed to be continued so additional information could be reviewed. The Planning Commission took a five-minute break.

Mr. Goar pointed out that it seemed there was a desire to chase down very old information about lifts that were not even in place anymore. He reminded those present that the appellants had the burden of proof. They had not presented experts or facts. Alternatively, the applicants had two experts on CCC and mountain planning. A representative from SE Group would be brought in to join Mr. Felius from Ecosign to address any concerns. Mr. Goar believed that the Planning Director's decision should be upheld on appeal as it was supported by substantial evidence on the record. All of that information had been presented.

Mr. Sale addressed the CCC chart that had been mentioned by the Commissioners. He wanted to clarify some of the misconceptions about the information. That chart showed the current statistics rather than what the numbers were in 1998. In 1998, there would have been Silverlode and King Con as four-packs. That information was not reflected on that chart. The current

version, which was a six-pack for both Silverlode and King Con was referenced. The capacity changes from 1998 to the present included a shift from a four-pack to a six-pack for King Con. That accounted for the increase in capacity. For Silverlode, it would be a four-pack to an eight-pack. Pete Williams from SE Group was available to answer additional questions. Commissioner Johnson noted that the CCC chart the Commission was looking at was from the last upgrade. He wanted clarification about why some of the other numbers were shifting. Mr. Sale noted that there were reasons for the changing numbers, such as loading efficiency, but Mr. Williams could speak to specifics.

Mr. Williams explained that there was not a direct correlation between the physical aspects of the lift (vertical rise and capacity) and CCC. CCC was a balance between the uphill and downhill capacity of the lift and the associated runs. Vertical transport feet per hour ("VTFH") was a very simple, but not particularly meaningful calculation. It took the vertical of the lift and multiplied it by the hourly capacity of the lift. For example, a shorter lift with more verticals could have a much higher VTFH than a longer lift with a shorter vertical. There were a lot of factors that went into the capacity of the lift and the associated trails that would not be picked up by VTFH. He stated that VTFH was not a good indicator of the overall carrying capacity. The reason that CCC could change from year to year on a lift that hadn't physically changed was that there was something different about the usage patterns of the lift. Mr. Williams noted that this could be attributed to either higher or lower demand. Alternatively, there could be changes to the runs or additional terrain may have been added. It was typical for CCC to change for an existing lift. The VTFH could increase due to a shift from a six-pack to an eight-pack, but there was no direct correlation to increased CCC because that calculation took many different factors into account well beyond the actual vertical carrying capacity of the lift.

Commissioner Suesser asked Mr. Williams to discuss the discrepancy referenced earlier by the appellant. It had to do with the CCCs presented versus their calculations. Mr. Sale explained that there were capacity shifts to consider. For instance, with Three Kings, the capacity would be adjusted, because there would not be 100% capacity on Three Kings once the new Eagle Express was built. Looking at the CCCs listed in 1998, a lot of those numbers were for planned lifts. What was built later on may have slightly different capacity numbers due to the way lifts were built, the lifts they ran, and technological advances. That was the reason that some of the numbers were not matching what was shown in the 1998 data. Director Milliken noted that the CCCs from 1998 were the maximums rather than the actuals. Those numbers were part of a Master Plan and that was the likely reason for the discrepancies.

Ms. Moschetta stated that there were some discrepancies in numbers that were specific to certain lifts. The original numbers were included in the Mountain Upgrade Plan and she believed that was what needed to be used. While it was possible that usage and technology may change, the 13,700 max CCC for the resort would not change. The appellants had chosen to focus on Vertical Demand because it was one of the simplest numbers. The CCC involved a lot more factors and became a lot more complicated. She reiterated that those numbers were inversely proportional. The Vertical Demand was directly tied to the terrain. If the terrain did not change, that number could not be changed. The numbers appeared manipulated so there was a reduction in the CCCs and the resort stayed under the overall cap. Ms. Moschetta believed the appeal should be granted so the numbers could be further explored and accurately presented to the Commission.

Commissioner Kenworthy asked about changes to the terrain. Mr. Goar explained that it may have changed over time. He stated that the resort relied on independent experts for CCC and that work had been done. The data is tied back to the current state and the impact of the new

lifts. That information had been presented and there had been several conversations with Staff to verify the data. The two leading experts in the world on the topic, independent of the resort, had provided the data. Mr. Goar pointed out that the resort had met the obligation to provide the information. The appellant had to provide detailed information from a consultant or expert to dispute any data, but that had not been done.

Mr. Williams clarified that the Vertical Demand number was the most difficult part of the calculation and not the simple part of the calculation, as previously stated by Ms. Moschetta. The simple part was the Vertical Supply. Vertical Demand was a complicated calculation that took into account all of the existing terrain as a portion of the calculation, but there were numerous other aspects that went into calculating what the Vertical Demand was. For instance, skier speeds, lift line waiting times, the amount of time spent on the lift itself, and so on. He stressed that calculating the Vertical Demand was the more complex part of the equation.

Chair Phillips wondered whether the Commissioners had any questions outside of the CCC data. Commissioner Suesser had questions related to the Parking Mitigation Plan and reservation system. She wanted to know how many of the employees would continue to park at the base, even with the 90 parking spaces at the Munchkin parking lot. Mr. Goar explained that the number could vary from day to day. What was important was that the resort had agreed to move 90, which meant there would be 90 additional parking spaces available in the base area. The plan exceeded any possible increases in parking demand caused by the lift upgrades. Commissioner Suesser asked about the 11% reduction that was anticipated due to the parking fee and reservation system. She wanted to know what the parking fee would be and how far in advance reservations could be made. Mr. Goar stated that the details had not been worked out. This was an intentional choice because the resort was continuing to look at what would be best. There would be a continued collaboration with the City to maximize the impact. It was a work in progress.

Commissioner Kenworthy noted that Utah was the largest growing State in the Country and there was a mountain with a CCC number that talked about stewardship. He felt a cap on the mountain needed to be a Condition of Approval. He wanted to understand whether the applicant was looking for the 25% increase that was accepted internationally. Commissioner Kenworthy also felt there needed to be additional monitoring capacity for the City included as a Condition of Approval. Mr. Goar asked that the points of the appeal be the focus. At no point had the resort exceeded CCC, let alone CCC plus 10% or 25%. He added that at no point during the winter season was a daily visitation record set. Not a single daily record was set in the current ski year. He could not address 2030 visitation or determine how many international travelers may come. What was known now was that the experience could be significantly enhanced and the numbers could be managed. There would be less than 300 additional visitors due to the lift upgrades.

Chair Phillips assumed the Commissioners would request additional information before deciding on the appeal. He explained that the options were to deny the appeal, grant the appeal, or continue the appeal to a date certain. Chair Phillips believed all sides were represented well and were given an equal amount of time to share. After listening to the arguments, he agreed that the burden of proof was on the appellant. He did not feel he was shown any error in what had been done. Many professionals had looked at the application and the data independently and there were many Conditions of Approval. The details of CCC could be looked into further, but he felt it made sense to rely on the professionals. He believed that the resort was under the 13,700 CCC. There would be a shift in the parking, but it was always intended to have paid parking. After looking at the Staff Report and all of the data shared, Chair Phillips believed the appeal should

be denied. The professionals could come back to address any outstanding questions, but he felt the analysis that had been conducted was correct.

Commissioner Kenworthy felt the item needed to be continued. He wanted more information about the Parking Mitigation Plan and the CCCs. He also worried about the terrain that would be disturbed by the new lifts. Director Milliken pointed out that where the new Eagle was proposed was more or less identical to the location within the Mountain Upgrade Plan map. Attorney Harrington explained that the Commissioners needed to be very specific about the reason for a continuation and the information needed. Commissioner Kenworthy stated that there was a deficiency in the mitigation for parking. He also wanted to better understand whether this was considered a new lift or a replacement lift and understand why the Vertical Demand had shifted. Director Milliken explained that the lift in question was not considered new or old. It was an upgrade because it was already in the Mountain Upgrade Plan.

Commissioner Kenworthy asked about the Peak Ski Day number. Director Milliken explained that there was not a Peak Ski Day defined in the Land Management Code that was the same as in the Mountain Upgrade Plan or other documents. There was not a universal definition of a Peak Ski Day. Commissioner Kenworthy believed that needed to be defined.

Commissioner Hall agreed that the burden of proof was on the appellant. Criteria for the lift location had been met, in her opinion, and Criteria 6 had also been met. Conditional of Approval 15 gave her comfort because there was a bi-annual review by the Planning Director and additional conditions could be imposed if the Parking Mitigation Plan resulted in adverse impacts. She was only looking for clarification on the CCCs because the formulas were not fully clear.

Commissioner Suesser agreed with Commissioner Kenworthy that a continuance was needed. It would allow there to be further clarity on the Peak Ski Day and the CCC issues. She believed the Conditions of Approval could be tightened up to adequately address impacts. For instance, Finding of Fact #18 (Criteria 5) needed to identify significant vegetation. Condition of Approval #5 she found to be too vague because the impact on the open space should be determined prior to approval. Condition of Approval #10 should clarify if the old lifts would be moved off-site. For Condition of Approval #13, she believed overflow parking should be addressed in the approval rather than left up to Summit County and the School District. Condition of Approval #19 needed additional clarity as it related to the spaces at the Munchkin lot and the reservation system.

Commissioner Johnson had all the information he needed, with the exception of Criteria 1. The appellant brought up a discrepancy and he believed that should be looked into further. While he agreed that the burden of proof was on the appellant, it was still worthwhile to look into the matter. Attorney Harrington wondered whether any other Commissioners shared the concerns expressed by Commissioner Kenworthy about consistency with the Mountain Upgrade Plan. Alternatively, he wondered whether the other Commissioners felt Staff had the authority to consider the ACUP due to consistency with the Mountain Upgrade Plan. Commissioner Hall believed the Planning Director had the authority and should approve the ACUP if Criteria 1 through Criteria 6 were met.

Discussions were had about the Peak Ski Day. Attorney Harrington noted that Peak Ski Day had not been explored as a definitive issue, because that was not what drove the parking demand of the application. The Peak Ski Days were not impacted by the lift upgrades. If the Commission disagreed and further information was desired, he asked that this be voiced by Commissioners before a motion was made. Commissioner Kenworthy disagreed and wanted more information. Attorney Harrington encouraged the Commission to read the Mountain Upgrade Plan carefully. It

showed that the day ski traffic that Staff was looking to mitigate in the Operational Plan was not necessarily related to the Peak Ski Days.

Commissioner Kenworthy did not believe the comparisons made between Alta and Beaver Creek were appropriate. Attorney Harrington explained that the Chair would have to determine whether the majority supported the rejection of certain evidence. It was important to understand what information the Commission as a whole wanted Staff and professionals to come back with. Chair Phillips felt the majority of the Commissioners wanted more information on the CCC numbers. Attorney Harrington reported that Staff could modify some of the Conditions of Approval and look to address the concerns related to the specificity of the CCC data. There would not be additional evidence regarding other resorts and the focus would be on clarifying the CCC analysis.

Mr. Goar wanted to clarify a comment that was made earlier about the resort not paying for the partnership with the City for Police protection. That had been paid some time ago. There was never an issue with the resort not paying that or not paying that in a timely manner. Mr. Goar appreciated the thorough discussions and all of the feedback. He explained that there was a narrow construction window to build lifts. This process had been going on for the last seven months and materials had been provided as requested. There had been eight meetings with City Staff to review the application and provide additional information. Given the timing and the resources it took to build lifts, it was not tenable for projects like this to take over seven months. This process would make it very difficult for lift upgrades to be done in the future. He asked whether there was a path forward at the current meeting. Silverlode seemed to be acceptable to the Commission and Eagle was driving the bulk of the concerns. Mr. Goar wondered whether the Commission would consider bifurcating the projects and letting the Silverlode project move forward while the Eagle project continued to be discussed.

Commissioner Kenworthy respected the position that Mr. Goar was in, but was not supportive of bifurcating the application. Commissioner Suesser agreed. Commissioner Hall believed there was a simple explanation for the CCC formula and if that was explained further, she could move forward with a vote that evening. She believed Commissioner Johnson and Chair Phillips were also ready to vote and move forward. It was important to understand the discrepancy between the CCC numbers that were presented and the CCC numbers on the chart.

Ms. Moschetta explained that the original numbers were in the Mountain Upgrade Plan. Based on input from Ecosign, there were additional CCC tables from Park City Mountain and SE Group. Both were referenced within the Ecosign report. Silverlode, King Con, and the Eagle replacement were pulled out of the chart. From the original Mountain Upgrade Plan to a table called "Existing Conditions," there were discrepancies. There were also discrepancies with the proposed upgrades. She felt there should not be discrepancies in the Vertical Demand where the terrain had not changed. Mr. Goar stated that this was a false narrative and there was not an issue.

Discussions were had about whether to vote on the item or continue the item. Commissioner Kenworthy and Commissioner Suesser wanted to continue the discussions. Commissioner Hall wanted to know whether a Special Meeting could be held prior to the next Planning Commission Meeting to address the issue in a timely manner. This was confirmed, but there were concerns about the time required to gather the requested information. It was determined that a Special Meeting would be held on Wednesday, June 15, 2022, at 5:30 p.m.

MOTION: Commissioner Kenworthy moved to CONTINUE the Appeal of an Administrative Conditional Use Permit related to an Upgrade for the Existing Silverlode Lift and Installation of a

New Chair (Chondola Lift) Under the Park City Mountain Resort Mountain Upgrade Plan - PL-22-05249 to Wednesday, June 15, 2022, at 5:30 p.m.

Commissioner Suesser seconded the motion.

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

Commissioner Hall explained that she needed to leave the meeting since it was 9:40 p.m. but would continue to participate in the Planning Commission Meeting virtually.

B. 543 Park Ave - Hotel, Minor Conditional Use Permit - The Applicant Requests a Minor Hotel Conditional Use Permit to Convert the Washington School Inn, a Landmark Historic Structure on the Park City Historic Sites Inventory in the Historic Residential -- 1 Zoning District, from a Bed and Breakfast to a Minor Hotel with Accessory Facilities for Events. PL-20-04477.

Planner II, Browne Sebright reported that the item was for a Hotel Minor CUP for property located at 543 Park Avenue. He explained that the request was to convert the Washington School Inn from a Bed and Breakfast to a Minor Hotel with accessory facilities. The property was a Landmark Historic Structure on the Park City Historic Sites Inventory and was located in the Historic Residential – 1 Zoning District. There were two lots, with the main lot containing the historic school and then Lot 34, which was largely a landscaped lot. The property was surrounded on three sides by residential housing in the HR-1 Zoning District. Planner Sebright explained that there had been two Work Sessions related to the item and a public hearing on May 25, 2022. The purpose of the meeting and Staff Report was to follow up on some outstanding questions.

Specific questions had been raised about whether the dining facilities would be open to the general public. The Commission wanted to understand if that was an allowed use for the zone or was considered an accessory use. Planner Sebright felt that question had been answered through the Staff Report. He noted that the applicant had also provided an updated Management Plan and Parking Plan. According to the applicant, the desire was to expand the use to allow overnight guests to invite or host non-resident guests for dining or small gatherings. Planner Sebright overviewed the amended definitions of overnight guests and non-resident guests:

- Overnight Guests:
 - Hotel guests that have reserved a room for overnight accommodations.
- Non-Resident Guests:
 - Guests of Overnight Guests using dining facilities and indoor gathering areas.

Staff had put together a comprehensive list of Conditions of Approval in order to mitigate the proposed use. If the Planning Commission chose to approve the CUP, it was important that the Conditions of Approval were accurate. An updated Management Plan from the applicant would be needed to accurately reflect the adopted Conditions of Approval. The applicant had agreed to the Conditions of Approval with modifications to Condition of Approval #19 and Condition of Approval #41. Planner Sebright reported that a number of public comments had been received since November 2021 from neighbors and representatives. The concerns had to do with the gradual but consistent expansion of use on the property. It was in Old Town, where lots were fairly close to one another and there were questions about whether the proposed use could be

adequately mitigated. Staff recommended that the Commission review the updated request, hold a public hearing, and either approve or deny the CUP application.

The applicant representative, Wade Budge was present at the Planning Commission Meeting. He stated that the Washington School Inn was a fantastic asset to the community. The application would facilitate the kind of use that was expected from guests. The clientele that came to the hotel was used to being able to bring guests to the dining room. Since the last meeting, there had been a number of false statements in the press that required him to recover some of the items that had already been discussed. As mentioned in November 2021, the decision about whether a hotel was appropriate in the district had been decided previously by the City Council. The HR-1 Zone was identified as an area where a Hotel Minor use could take place. There was a condition that it needed to be in a historic structure, which the Washington School Inn was. Mr. Budge explained that there was not an opportunity to turn every building in the district into a Hotel Minor. However, there was a judgment from the City Council about when that was an appropriate use.

Mr. Budge reported that his client had engaged in a lot of conversations with neighbors in October and November. Despite not being required to do so, he had made a number of changes to the application since that time. None of those changes were required by the Code or by Law. His client valued community and wanted to be considerate of neighbors. One of the significant modifications was that only non-resident guests would be permitted occasional access to the indoor dining facility. Mr. Budge pointed out that during the meeting in November, there had been discussions about allowing non-resident guests to be outside or attend events. Neighbors wanted to make sure that the outdoor area did not turn into an event space. As a result, the use had been narrowed down, the project description had been updated, the guests had been defined, the seating capacity had been established, no walk-ins would be permitted, and parking was only provided for overnight guests. An additional study had been done to support the revisions made. It had also been clarified that outdoor areas were for the passive use of overnight guests only. Additionally, there was a commitment to communicate with a Neighborhood Coordinator and Waste Management Protocol had been added to address some of the concerns.

Since the last meeting, there had been a false statement in the press that the property could open a restaurant or bar, but this was untrue. Mr. Budge explained that a restaurant could not be opened, but there could be dining or restaurant facilities as part of the hotel. No dining use could operate independently of the hotel. Furthermore, a bar could not be opened in that location. Mr. Budge noted that there had also been a false statement that guest parking would be permitted on Park Avenue and delivery trucks would come through Woodside Avenue. That was not true, and in 2010, a separate CUP was obtained that was amended in 2012 to allow the pool maintenance facility to go onto Woodside Avenue. Nothing related to parking would be changed.

It had also been claimed that the application that would allow outdoor events for 250 people. Again, that was untrue. There were 12 rooms in the hotel, and those guests in the 12 rooms could go outside. That was nowhere near 250 people. Mr. Budge noted that another false statement was the insinuation that the proposed use was not contemplated. The HR-1 Zone expressly contemplated the Hotel Minor use and the Hotel Minor definition talked about restaurants and dining in connection with a hotel. There had also been a comment that there would be special events, but there was a condition to state that no events would take place. Mr. Budge shared an image of the hotel entrance. He explained that it would remain in that location. Nothing in the approval would result in construction of any kind. Overall operations would remain the same, but new conditions would be applied and followed.

Mr. Budge stated that the applicant had sought relief from the requirement to build a 12th parking spot. As seen from the Site Plan, that parking spot would be on Woodside Avenue. There were a number of reasons why that additional spot was not needed. After operating the Washington School Inn successfully for over a decade, there had never been a lack of parking. The guests mostly arrived by transport and the traffic study supported that. However, a Condition of Approval had been agreed to where the situation would be monitored for a year. The applicant would then come back to the Planning Commission to determine whether parking had continued as anticipated. If that was the case, the requirement to build the additional parking spot would no longer be required. If that was not the case, the spot would be built.

Two modifications were requested to the proposed Conditions of Approval. Mr. Budge reported that the requests were for Condition of Approval #19 and Condition of Approval #41. For Condition of Approval #19, he felt that the wording would be better if it read:

- If the Minor Hotel is at capacity for Overnight Guests and Guests of Overnight Guests, no Non-Resident Guest reservations for dining will be accepted.

Mr. Budge explained that the slight change in wording was important because if the hotel was full, there was still room in the dining room because not everyone ate there every night. That clarification would be helpful. For Condition of Approval #41, he felt it should be made clear that the lots would not need to be combined unless the additional parking spot needed to be installed. With those two changes, he felt the Conditions of Approval would be appropriate. They more than adequately mitigated any detrimental impacts and addressed all criteria.

Chair Phillips opened the public hearing.

Nicole Deforge explained that she was present to speak on behalf of over 20 homeowners who lived in close proximity to the Washington School Inn. She stated that residents and neighbors were concerned about the pending application to change the bed and breakfast into a hotel. They believed it would create future problems for the small residential area and make existing issues worse. Under the Land Management Code, under Section 15-1-10, there were standards that outlined when a CUP could be granted. It could only be approved if reasonable conditions could be imposed that would substantially mitigate the reasonably anticipated detrimental effects. During the last Work Session in November, Chair Phillips stated that the CUP would need to be strongly conditioned. She did not believe the proposed conditions were strong enough or would mitigate the issues. Ms. Deforge did not feel there was a viable way to condition the use.

Numerous comments had been submitted. Several of them outlined the issues with the Conditions of Approval. Ms. Deforge overviewed some of them, including the fact that guest, employee, or delivery traffic was prohibited on Woodside Avenue, with the sole exception of a pool service vehicle. The applicant now wanted to double capacity on the site while decreasing parking. If the City did not agree to the decrease, up to four stalls would be built in a new parking lot on Woodside Avenue. That meant the Conditions of Approval would be in opposition to the existing conditions that were placed on the property. If the applicant did not want to add parking stalls to Woodside Avenue, she asked that those Conditions of Approval be removed.

In response to neighborhood concerns about noise and Land Management Code prohibitions on outdoor events, Condition of Approval #13 stated that only overnight guests could use the outdoor areas at the site. Though that type of condition was necessary, it would be difficult to enforce.

Ms. Deforge pointed out that Condition of Approval #16 stated that no private commercial events would be allowed, but private events and commercial uses were already prohibited at the site. She was concerned that there would be no enforcement, especially if small gatherings were permitted. The applicant had previously sought permission to open a public restaurant on the site, but she was pleased to hear that the proposed definition would be changed. Condition of Approval #36 stated that if more than six employees were on site, each employee in excess of that must arrive by walking, active transportation, or transit. However, the 2015 CUP prohibited all employee parking, so the condition would reverse the current conditions.

Ms. Deforge felt that the proposed Conditions of Approval would not mitigate the detrimental effects of the requested CUP. The conditions would either remove existing conditions, were duplicative of existing conditions, or would be unenforceable. She did not believe the proposed CUP could be conditioned or substantially mitigated and felt it should be denied.

John Plunkett stated that he and his wife had lived on Park Avenue for 30 years. Their backyard was next to the Washington School Inn. As a full-time resident, he was representing fellow neighbors in the surrounding area. Mr. Plunkett addressed the plat amendment suggestion presented by Mr. Budge. Building a parking lot was not a good idea and was prohibited by the currently existing conditions. He read the proposed language in Condition of Approval #39, which was to separate the Washington School Inn from the adjacent land uses. He felt that was a good reason to do the plat amendment. The only way for guests to get from the front of the property to the rear was through that platted lot. It would be good to bring that lot into the bed and breakfast property. Mr. Plunkett was glad to see that the HR-1 restrictions on private events, restaurants, and commercial uses were highlighted in the Staff Report.

The Staff Report stated that the property complied with the General Plan. While it did comply with a number of items in the General Plan, it did not comply with Community Character. The policy for Historic Core focused on the "continued livability of residential areas around the historic core." Mr. Plunkett did not understand how enlarging the use would improve the residential area and the livability. There had been one meeting with the owner of the Washington School Inn and that was the only contact he had with him until two days prior to the last hearing. Mr. Plunkett wondered whether the vested property rights of one commercial property owner outweighed the combined rights of all the other homeowners who lived in the residential zone.

Angela Moschetta stated that she lived on Park Avenue and walked her dog several times a day past the Washington School Inn. She had many photographs of vehicles parked in the area that were idling there. It was a beautiful property and a lovely addition to the neighborhood, but she did not feel the use needed to be expanded further. She was not supportive of the CUP.

Kirsten Stopher-Eric explained that she was the neighbor adjacent to the Washington School Inn. It would be difficult to find another neighborhood with the charm of Old Town. The City was very lucky to have this historic neighborhood. She was not opposed to business or growth, but she did not feel this was an appropriate location for a hotel use. The quality of her home would be directly impacted by more events. Traffic was also a critical issue. She stated that this was a tiny street in a tiny neighborhood that was already strained and asked that the CUP be denied.

Clayton McNeil lived within 125 feet of the northwest corner of the Washington School Inn property. He had been a resident for 18 years and chose the neighborhood due to the unique and quiet character. There was an expectation with the HR-1 Zone that there would be quiet enjoyment of the residential neighborhood. Allowing the change to a Hotel Minor would impact

the neighborhood and establish a dangerous precedent. It could forever change the character of Park City. Mr. McNeil recommended that the Planning Commission deny the application.

Michael Kirby echoed the other comments that had been shared. He was opposed to the proposed expansion of use at the Washington School Inn. Park City had no shortage of hotels and restaurants, but there was something very unique about the Old Town area. The Washington School Inn was a wonderful place, but the expansion of use would impact the rest of the area.

There were no further comments. Chair Phillips closed the public hearing.

Mr. Budge appreciated the comments shared as well as the passion that the community had for the neighborhood, but wanted to make some clarifications. It was important for the community to understand that in Utah if something was listed as a Conditional Use, the property owner was entitled to that approval. There were different rules in different States, but that was the standard in Utah. If there were concerns about this application setting a precedent, members of the community could reach out to the City and ask for a Use Table text amendment. That was appropriate. However, in this case, there was a property owner with an existing use asking for Hotel Minor, which had been identified as appropriate within the zone. Mr. Budge reiterated that several modifications had been made and noted that there would be no special events.

Chair Phillips pointed out that the applicant had done a significant amount of work that was above and beyond what was normally seen. Mr. Budge was correct in his interpretation of the code. It had been determined that Hotel Minor was an appropriate use in the zone and the impacts needed to be mitigated. There had been a lot of concessions from the applicant and it was important to find a way to work together. He explained that this was a use allowed in the zone.

Commissioner Suesser did not feel that increasing the current use to 68 people and non-resident guests was compatible with the surrounding uses. She also did not feel that the conditions substantially mitigated the issues and did not believe the application complied with LMC § 15-1-10(D). Commissioner Suesser stated that she would deny the application. Commissioner Kenworthy agreed. He noted that the General Plan directed the City to protect primary residents. Commissioner Hall pointed out that the Land Management Code stated that the area was zoned for this use. Looking at the Land Management Code and State Law direction, it made sense to focus on implementing appropriate Conditions of Approval. Commissioner Johnson agreed with Commissioner Suesser and Commissioner Kenworthy. He felt there would be detrimental effects on the neighborhood. He would likely move to deny the application.

Mr. Budge explained that the applicant had already made several changes to accommodate the concerns expressed by neighbors. As for the comment shared by Commissioner Suesser, he clarified that the Washington School Inn was not looking for 68 guests. The maximum was 60 with no more than 8 employees. There was also a time limit for when the non-resident guests could be on the property. That was included in the Conditions of Approval.

MOTION: Commissioner Johnson moved to DENY the Conditional Use Permit Application for the Washington School Inn, located at 543 Park Avenue because there was not sufficient parking mitigation for the additional use, there would be a detrimental effect on the surrounding neighborhood, and there were concerns about the number of non-resident guests.

Commissioner Kenworthy seconded the motion.

VOTE: Commissioner Suesser-Aye; Commissioner Kenworthy-Aye; Commissioner Johnson-Aye; Commissioner Hall-Nay. The motion passed by a vote of 3-to-1.

Chair Phillips noted that though he did not vote, he would have been opposed to the denial. He pointed out that the area was zoned for certain uses. He was concerned that the Planning Commission was overriding the zoning within the City. Attorney Harrington informed the Commission that Staff would bring back findings related to the denial. Planner Sebright stated that this could be brought back for the June 22, 2022, Planning Commission Meeting.

C. 2346 Park Avenue - Conditional Use Permit - Applicant Is Requesting Use of a Temporary Structure at the Peaks Hotel For a Longer Duration Than the Land Management Code Allows Without an Approved Conditional Use Permit. PL-22- 05132.

Planner II, Makena Hawley noted that there was now another meeting scheduled to discuss the appeal. She wondered whether the last two items on the Planning Commission Meeting agenda could be covered at that time. Chair Phillips was in favor of that as it would ensure that there was proper time dedicated to both items. However, he wanted to understand what the applicants would prefer. The applicants agreed due to the late hour.

Planner Hawley explained that the item would be a CUP related to a request for a temporary structure as well as a reduction of parking for the structure and Versante on the Lawn. This item had been presented to the Planning Commission previously, but the applicant had provided some additional documentation and information. There were also several Conditions of Approval. Planner Hawley suggested that the public hearing be opened and the item be continued.

Chair Phillips opened the public hearing.

Lisa McGivney stated that she was a resident of the Park View Condominiums. She believed that Versante on the Lawn had been a great asset to the community. With the conditions in place, she hoped it would continue to be a meeting place for the neighborhood. The Peaks Hotel had been an excellent neighbor and provided a wonderful place for people to meet.

There were no further comments. The public hearing was closed.

MOTION: Commissioner Johnson moved to CONTINUE the Conditional Use Permit for a Temporary Structure at the Peaks Hotel, located at 2346 Park Avenue - PL-22-05249 to Wednesday, June 15, 2022, at 5:30 p.m.

Commissioner Kenworthy seconded the motion.

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

D. Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) - Zoning Map Amendment - The Applicant Is Proposing a Zone Change for Two Parcels from Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single-Family Homes. PL-21-05042.

Chair Phillips explained that he would recuse himself from this item. Commissioner Suesser would conduct the discussions. Planner Hawley reported that the applicant was requesting a

zone change from Recreation Open Space (“ROS”) to Estate (“E”) with one single-family dwelling per parcel. The applicant had brought additional information and Staff had provided some recommendations for review. She recommended that the Planning Commission open a public hearing and continue the item to the next Planning Commission Meeting.

Commissioner Suesser opened the public hearing.

Doug Ogilvy explained that he had been the President of the Empire Pass Master Association for the last 10 years and he was familiar with the Bransford property. He felt the proposed use was consistent with what was originally envisioned in the Flagstaff Development Agreement. Additionally, he felt it was compatible with the adjacent community. What the Bransford Family was proposing for the property was appropriate and he was supportive of the application.

There were no further comments. The public hearing was closed.

MOTION: Commissioner Kenworthy moved to CONTINUE the Application for a Zoning Map Amendment for Two Parcels From Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single-Family Homes on Parcels PCA-S-79-B and PCA-S-79-C - PL-22-05249 to Wednesday, June 15, 2022, at 5:30 p.m.

Commissioner Johnson seconded the motion.

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

6. ADJOURN

MOTION: Commissioner Hall moved to adjourn.

The meeting adjourned at approximately 11:02 p.m.

Planning Commission Agenda Item Report

Meeting Date: July 13, 2022

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Minutes

Agenda Section: MINUTES APPROVAL

Subject:

Consideration to Approve the Planning Commission Meeting Minutes from June 15, 2022.

Suggested Action:**Attachments:**

[06.15.2022 Minutes - Pending Approval](#)



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
June 15, 2022**

COMMISSIONERS IN ATTENDANCE: Chair John Phillips, John Kenworthy, Christin Van Dine, Bill Johnson, Laura Suesser (attended virtually), Sarah Hall (attended virtually)

EX OFFICIO: Gretchen Milliken, Planning Director; Planner II, Makena Hawley; Mark Harrington, City Attorney

1. ROLL CALL

Chair John Phillips called the meeting to order at approximately 5:30 p.m.

The following written determination was read:

The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, June 15, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically.

Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/publicmeetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

Chair Phillips reported that all Commissioners were present, with Commissioner Laura Suesser and Commissioner Sarah Hall attending the meeting virtually.

2. PUBLIC COMMUNICATIONS

There were no Public Communications.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Gretchen Milliken reported that she would not be at the Planning Commission Meeting on June 22, 2022. Assistant Planning Director, Rebecca Ward would take her place. Chair Phillips shared a disclosure for Item 4B. He would be recusing himself from those

discussions as he had done work with that applicant on the project. Commissioner Christin Van Dine stated that she would abstain from Item 4C as she was not present at the last meeting.

4. REGULAR AGENDA

A. 2346 Park Avenue - Conditional Use Permit - Applicant is Requesting Use of a Temporary Structure at the Peaks Hotel for a Longer Duration than the Land Management Code Allows Without an Approved Conditional Use Permit and a Parking Reduction. PL-22-05132.

Planner II, Makena Hawley reported that the item was a Conditional Use Permit for the Peaks Hotel at 2346 Park Avenue. This was a proposal for two items. There was a request for a temporary structure or tent, which would be located in the rear courtyard. There was also a proposal for a parking reduction related to the temporary structure but also for Versante on the Lawn. Planner Hawley explained that Versante on the Lawn was a pending Administrative Conditional Use Permit ("ACUP"). It would not be considered if the parking reduction was not approved. The item had been discussed previously and updates would now be shared. Planner Hawley stated that the tent proposal had been amended to mitigate impacts on the nearest neighbors. The latest proposal was for 12 tent assemblies with an approved Fire Permit for a maximum of five days each, with a one-year review of the application to ensure impacts were mitigated. That was down to 60 days from the 180 days that was proposed previously. This was done to achieve a balance between the neighborhood needs and hotel needs.

Planner Hawley explained that the second proposal pertained to the parking reduction. The applicant proposed a parking reduction to hold Versante on the Lawn during the summer months. At the last meeting, the Commission discussed a parking study that used existing data from the winter parking study as well as statistical data. Planner Hawley noted that with all the uses on the Peaks Hotel property, the Land Management Code requires 176.2 parking spaces. The study completed by the applicant indicated that approximately 114 parking spaces would be needed to satisfy the parking demand due to overlapping uses. This study was based on the statistical data that had been requested previously by the Commission. The applicant had agreed to complete a summer parking study to assess the real numbers.

In addition, the Peaks Hotel would provide a 20% discount to those who ride their bicycles, take the bus, or walk to Versante on the Lawn. Two bicycle racks had been added, the curb had been painted red along Jupiter View Drive with accompanying No Parking signs, directional signage was provided, vehicles would be moved into the underground parking lot, and there was now a towing contract in place. The Peaks Hotel had also done a large outreach campaign to inform guests that wanted to come to Versante on the Lawn to come without a car.

Planner Hawley explained that both items were required to have a one-year review to ensure compliance and that impacts are appropriately mitigated. At that time, if there were still concerns, the application could be further conditioned or the approval revoked. The Draft Final Action Letter was heavily conditioned, which allowed the City to decrease the intensity of the site if the impacts were too great. Staff found that the proposal was aligned with the General Plan and the impacts could be appropriately mitigated. Chair Phillips asked about the one-year timeline. Planner Hawley clarified that the City would likely look at the impacts after the summer season. The review would be done for three years on an annual basis.

Peaks Hotel General Manager, Stephanie Samuels, reported that Versante on the Lawn was created out of the need for normalcy during the chaos of the COVID-19 pandemic. After two seasons of operation, it became clear that Versante on the Lawn was something the community needs and looks forward to each summer. It was a place for family and friends to gather outdoors, dine with views, dance to live music and bring their pets. Ms. Samuels learned a lot after attending the last Planning Commission Meeting. She praised the Commissioners for their hard work and recognized that there was a focus on the changes happening in Park City. Every public comment during that meeting was related to change. A longtime resident spoke the previous week about taking the bus for the first time after being a resident for over 40 years. As much as residents wanted to blame tourism, local growth was also part of the problem. Traffic was no longer a peak season issue, as there were backups in May and October. Ms. Samuels stressed the importance of other types of transportation. She asked that the parking reduction be approved, as it was essential to change the behavior of locals. It was necessary to be part of the solution. The hotel was committed to spreading the word about alternative transportation methods and had made efforts to deter driving to the location.

Ms. Samuels overviewed some of the efforts that had been made so far, such as signage and bicycle racks. She noted that parking in the hotel garage had been opened for overflow and discounts had been offered to guests that rode their bicycles to Versante on the Lawn. The hotel wanted to rally the community to commit to bicycling, busing, and being part of the solution. This messaging would be added to all branding and social media posts during the summer season. Ms. Samuels stated that the hotel would make every effort to mitigate traffic and hindrance on surrounding properties, as the private road behind the hotel was shared. The Peaks Hotel and Versante had always put the community first. They wanted to continue to be a good neighbor for Park City and the Jupiter View Condominiums.

Chair Phillips wondered if anything was preventing the Peaks Hotel from building a permanent roof structure outside in terms of the Building Code. Planner Hawley stated that they could apply for a Building Permit. Ms. Samuels explained that there were building plans in place before the pandemic, but everything took a backseat during that time. A pavilion or permanent structure was something that was still being considered. The tent was ideally just for the summer. Chair Phillips asked about the lights. He had driven by at night and was not certain that the lights met the lighting codes. The amount of light that was emitting out of the courtyard area was a concern. He asked whether there was a way to address that or condition the lighting.

Commissioner Van Dine thanked the applicant for making an effort to mitigate some of the issues. It was interesting to look at the parking study and see how similar towns handled parking requirements. She understood that Park City was fairly strict but still wanted to see the additional information at the end of the summer season. Commissioner Van Dine noted that Findings of Fact #17 stated that no signs or exterior lighting were proposed with the project. She wondered whether that only pertained to the tent. She pointed out that quite a bit of light came from the hotel at night and that may be something to look into further. Planner Hawley clarified that Findings of Fact #17 was related to the tent but there was Condition of Approval #8 that said no outdoor lights could be on after 11:00 p.m. Ms. Samuels added that the lights were strong outdoor string lights. If that use needed to be limited, it would be very easy to do.

Commissioner Van Dine asked about Condition of Approval #11. She wanted to know if that had to do with the Versante on the Lawn area as well as the tent structure. Planner Hawley explained that it was just related to the tent. There would be a public hearing for the ACUP the next day

and the same Condition of Approval was included there. Commissioner Van Dine appreciated all of the public comments that had been shared previously.

Commissioner Suesser asked to look at the chart that was included in the Staff Report. It pertained to the location of off-street parking as outlined in the Land Management Code. She also wanted to understand the capacity of the tent. Ms. Samuels reported that the tent was a shaded area. There were no walls or sides to the tent in the summer. It was 800 square feet and there were no more than six round tables with eight people underneath the tent. However, the courtyard as a whole was utilized. For instance, recently there was a meeting group with 80 people utilizing the entire yard. The tent was set up for shade and to cover food areas. Commissioner Suesser asked why there were four parking spaces required for an 800-square-foot tent. Ms. Samuels explained that in the case of the meeting group, those were hotel guests, so there was a crossover with the parking. Those spaces had already been accounted for. Planner Hawley clarified that for Hotel Minor or Hotel Major, there was one space per room or suite and one space per 200 square feet of separately leasable commercial space.

Commissioner Suesser asked about the capacity for outdoor dining. Planner Hawley explained that an outdoor dining use did not have a specific number. It was based on a site-specific review at the time of a Conditional Use Permit ("CUP"). She added that in the previous Planning Commission Meeting, an additional study was requested using statistical data to assume the parking requirements for Versante on the Lawn. The study was provided by the applicant and another would be done in the summer.

Commissioner Suesser noted that the last time the application was discussed, there were conversations about the underutilized parking garage on the premises. She did not notice anything in the revised application that spoke to that. Ms. Samuels explained that normally, the parking garage doors were closed and accessed only with hotel keys. The suggestion was to keep the parking garage open through 10:00 p.m. so anyone attending Versante on the Lawn could park there. Signs would direct traffic out of the parking lot and into the garage. Commissioner Suesser wanted to know if there was a requirement that hotel guests must park in the garage. Ms. Samuels stated that the three contracts that were used for hotel guests were updated, which included the hotel guest registration sheet. It informed guests that a parking permit was required and parking would be permitted in the garage. Guests were encouraged to utilize the parking garage. Commissioner Suesser believed that would be an easy and effective mitigation strategy. She also suggested that the tent not be allowed up when Versante on the Lawn was operating as a way to mitigate the impact of additional visitors to the site.

Commissioner Hall felt that the parking study was compliant and was impressed with the Active Transportation Plan. She was in full support of the new transportation plan with the reduced parking. It was exactly what the Commission had been asking applicants to do. Commissioner Bill Johnson wondered if any formal complaints had been made last summer. Ms. Samuels was not aware of any formal complaints last year. However, the year before, there was one due to the volume of music while the team was cleaning up the area. That had been addressed with staff since then. She noted that a lot of people had parked on Jupiter View Drive and that was an issue. There had not been a formal complaint about that, but she had spoken to a neighbor about the use. That was the reason for the red curb and signage.

Commissioner Johnson had observational data about a project that was close by that he wanted to share. It related to parking issues at Thaynes Canyon. A lot of the employees from the hotel and golf course parked on the north side of Snow Creek Shopping Center and neighboring private

roads. He wanted to make sure that if people started to park in areas surrounding the Peaks Hotel, there would be a way to manage that. It was important to understand whether the annual review would be based on formal complaints. Planner Hawley explained that a lot of it would have to do with complaints and feedback received as well as speaking to Code Enforcement or the Police Department. Chair Phillips suggested that the review be done through the Planning Commission. That way, the item would be publicly noticed, there could be a public hearing, and it would be possible to hear all of that feedback. Planner Hawley was supportive of the suggestion and believed it would allow for additional insight.

There was discussion regarding the parking reduction. Planner Hawley explained that the street parking had been removed because it seemed to be getting out of hand. There were some safety issues to consider. The existing parking was 129 stalls. With all the uses overlapping, 176.2 spaces were required. That meant the reduction requested was 47.2 parking stalls. Commissioner Johnson wondered what would happen if the tent use was removed and only Versante on the Lawn was permitted. Planner Hawley explained that the regulations for the hotel and restaurant totaled 164 spaces. As a result, the hotel was technically already under-parked. She explained that the hotel was approved this way and the code had likely changed since it was built in 1985. For the tent, four spaces needed to be added, because there was 800 square feet of additional leasable commercial space.

Commissioner Johnson felt that two different uses were being proposed. He thought that Versante on the Lawn aligned with the General Plan due to the sense of community and was in favor of that use. He was not in favor of the tent. If the other Commissioners were in support of that use, he asked that Condition of Approval #8 be changed to 10:00 p.m. to align with the other uses on the property. It was noted that Versante on the Lawn would run until Labor Day weekend.

Commissioner John Kenworthy believed that based on the historical data, July was the busiest month. Ms. Samuels explained that the July occupancy aligned with February. That was the reason the month had been chosen for the data. Commissioner Kenworthy stated that he did not want to reduce the parking without verified mitigation. He would rely on the data that would be collected over the summer. Commissioner Kenworthy agreed with the suggestion made by Chair Phillips about the review taking place at a Planning Commission level with a public hearing. Parking was a significant issue and it was important to be considerate of nearby neighbors. Ms. Samuels explained that 50% of the private road was owned by the hotel. Parking there was an issue and that was the reason the curb had been painted red, a towing contract was put in place, and signage had been added. The intention was to focus on prevention and enforcement.

Commissioner Kenworthy asked about the restaurant occupancy. Ms. Samuels explained that it shifted when Versante on the Lawn was open. There were half as many people inside because they were all out on the lawn. Commissioner Kenworthy pointed out that Versante on the Lawn was very popular. Ms. Samuels stated that during the first two years, the ACUP allowed for 100 people to be on the lawn. This year, there was a commitment to downsizing that, with six heads per picnic table and no cocktail tables. The occupancy would be 75 people. Commissioner Kenworthy wanted to know if it was possible to lower the occupancy if the parking mitigation did not go as planned. Ms. Samuels informed the Commission that the hotel was willing to be flexible.

Chair Phillips opened the public hearing.

Derek Howard identified himself as the Secretary and Treasurer of the Parkview Homeowners Association ("HOA"). He noted that the tent was used during the COVID-19 pandemic, which was

appropriate, but he did not believe it was appropriate for the tent to continue to be used in a residential community. If the Commission felt the tent use was acceptable, he asked that it not be left up for multiple days. The tent could be raised for an event and taken down afterward. When there was an event, it was noisy, because of the music and visitors. He understood the decibel limits, but the noise was still intrusive. It is a residential community and the residential homes were there before the event area was built.

Mr. Howard commented that Versante on the Lawn is great and everyone loves it. There was no issue with that use, but with the parking. The parking on Jupiter View Drive had been out of control. Many visitors had used Jupiter View Drive as well as the condominium parking spaces. The Peaks Hotel was asking for a significant reduction in parking and he did not feel it was acceptable. Mr. Howard noted that a lot of people would not use transit or bicycle there and the use would drive traffic into residential areas instead. He stressed the importance of active mitigation rather than passive mitigation, such as signage.

There were no further comments. Chair Phillips closed the public hearing.

Commissioner Suesser asked if it was possible to reduce occupancy in the restaurant while Versante on the Lawn took place. Additionally, she wanted to know if the tent use was needed. Planner Hawley explained that an additional Condition of Approval would need to be run past the applicant. There could be discussions about reducing the capacity inside the restaurant and the tent could be raised for an event rather than for the five-day maximum. Ms. Samuels stated that the hotel could commit to reducing the indoor seating capacity during Versante on the Lawn. As for the tent, the hotel was wedding-based. Some events needed the tent for coverage, especially events during the peak summer months when shade was needed. However, the number of days the tent was up could be reduced. She noted that this was likely the last summer that the tent would be in use. A more formal structure that matched the building would move through the Building Permit process shortly. Ms. Samuels stated that 20-30% of the indoor restaurant capacity could be reduced during Versante on the Lawn. There were 96 seats inside Versante, so the reduction would be approximately 25 seats.

Commissioner Suesser believed the indoor capacity should be reduced further. Commissioner Van Dine disagreed. The Conditions of Approval ensured that good data would be gathered over the summer and there were processes in place that allowed for reviews and revisions. The applicant had done work to mitigate issues and should have the opportunity to move forward. A 25-seat reduction was enough for now since the seating could be reviewed again at the end of the summer. Chair Phillips agreed with Commissioner Van Dine. There were a lot of mitigations and there would be additional opportunities to review the uses. Commissioner Hall agreed and was comforted by the fact that Condition of Approval #11 and Condition of Approval #16 allowed the Director to further mitigate. There was also a future review process.

Commissioner Johnson was glad that there would be a review process at the end of the summer, but he was concerned about the tent use. If that use proceeded, he believed the hours should be reduced. 11:00 p.m. was too late for the exterior lights and would impact neighboring properties. Chair Phillips was supportive of a condition that stated the use must abide by the lighting ordinances. Planner Hawley explained that this was where the 11:00 p.m. time came from. Chair Phillips expressed concerns about how much light was being emitted. He felt it needed to be reduced to better meet the lighting ordinances. City Attorney, Mark Harrington pointed out that lighting was covered in Condition of Approval #8.

Commissioner Kenworthy stated that Versante on the Lawn was enjoyable. He explained that there were portions of the General Plan that allowed for flexibility for those types of uses. However, the Planning Commission had an obligation to protect residences. He hoped that the hotel and the neighbors would continue to be respectful of one another. Commissioner Kenworthy believed this summer would be a good test period and he looked forward to seeing the data.

Commissioner Suesser was supportive of the approval if a Condition of Approval for a 25% reduction in the restaurant was added. She also wanted to see a condition that hotel guests were required to park in the parking garage and a condition that no tent should be in place without a special permit while Versante on the Lawn was operating. Commissioner Van Dine noted that not all of the hotel guests could be accommodated in the parking garage. She did not see how that could be a Condition of Approval if there were not enough spots. Commissioner Suesser noted that the parking garage had approximately 50 spots and the hotel had stated that only half of their guests brought cars to the hotel. She thought the numbers were fairly close.

The Conditions of Approval that were suggested by Commissioners were discussed. Planner Hawley read out the recommendations, which included the following:

- Update Condition of Approval #8 to indicate that 10:00 p.m. was the cutoff time.
- Add Condition of Approval #22 to indicate that there would be a review by the end of December 2022. Property owners within 300 feet would be noticed and the review would take place during a Planning Commission Meeting.
- Add Condition of Approval #23 to state that the parking study must be conducted during July.
- Add Condition of Approval #24 to state that while Versante on the Lawn was taking place, a 25% reduction of the interior Versante restaurant shall be enforced.
- Add Condition of Approval #25 to state that the tent may only be erected for the days of the event.

There was discussion about a possible Condition of Approval #26, which would state that hotel guests shall park within the parking garage. Planner Hawley noted that there were 127 hotel rooms and 58 interior parking spots. Commissioner Van Dine did not believe that should be a Condition of Approval as it did not make sense, since there were more rooms than parking spaces. She felt the hotel should encourage their guests because that was the easiest population to get into the garage. It would make parking mitigation easier. Commissioner Johnson was okay with not adding that Condition of Approval. Commissioner Hall and Commissioner Kenworthy did not have a strong preference. The condition was not added.

MOTION: Commissioner Van Dine moved to APPROVE the Conditional Use Permit for 2346 Park Avenue the Peaks Hotel – PL-22-05132, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as amended:

Findings of Fact

1. On March 1, 2022, the Peaks Hotel submitted a complete application for a Conditional Use Permit ("CUP") for a 20' x 40' Temporary Structure (tent) in the rear section of the courtyard and a parking reduction for Outdoor Dining and Outdoor Events.

2. The Peaks Hotel was constructed in 1985.
3. The Peaks Hotel is located on Lot 1 of the Parkview Subdivision.
4. The hotel contains 127 hotel rooms, 129 parking spots, and Versante restaurant on approximately 60,000 square feet (1.3 acres).
5. The Applicant is concurrently proposing an Administrative Conditional Use Permit to allow Outdoor Dining and Outdoor Events on the nearby lawn that requires a parking reduction.
6. The Site is located in the Residential Development – Medium Density (RDM) Zoning District. The proposed CUP Temporary Improvement is a Conditional Use in the Zone.
7. The proposed Tent complies with RDM setbacks.
8. The Site is within the Frontage Protection Zone (FPZ). The Tent location is proposed more than 30' from S.R. 224, Park Avenue, and is shielded by the hotel.
9. The Size and Location proposed for the temporary structure are appropriately placed.
10. The tent will be utilized by guests already at the hotel so it will not require mitigation as traffic will not be affected. Events held under the tent will be for hotel guests only, no admission or advertising to the general public is allowed.
11. No water hookups are proposed.
12. The existing emergency vehicle access will remain in the parking lot located to the North of the hotel and is sufficient to reach the tent.
13. The Tent location will not affect internal vehicular or pedestrian circulation.
14. The tent location is proposed to be located in the rear interior courtyard, screened on 3 sides by the hotel.
15. The tent is appropriately sized for its location on site.
16. The tent will be placed on an existing, flat, concrete pad.
17. There are no signs or exterior lighting proposed with this project.
18. The compatibility of the tent is temporary in nature, the tent usage and compatibility with the neighborhood is mitigated through the Conditions of Approval #1 and #18.
19. A heater in the wintertime is the only mechanical equipment proposed in the wintertime, none will be proposed in the summer.

20. Delivery and service vehicles will not be affected by the tent and will operate as normal.
21. The Peaks Hotel is located in the Park Meadows Neighborhood.
22. The LMC requires 168.2 parking spaces for the Peaks Hotel Uses including a hotel, Restaurant, and Tent.
23. The LMC requires 176.2 parking spaces for the Peaks Hotel Uses including a hotel, Restaurant, Tent, and Outdoor Uses.
24. The Applicant completed a study utilizing statistical data that indicated a total parking requirement of all uses proposed on-site to be 114 parking spaces.
25. The Applicant is proposing a reduction of 47.2 parking spaces to support the proposed activities of all the uses on site.
26. LMC § 15-3-7 states the Planning Commission may reduce parking requirements.
27. The Applicant completed a parking study identifying that the on-site parking lots held an average of 50% capacity at peak season (hotel capacity at a maximum of 97% during the study).
28. Staff finds the temporary tent as modified by new conditions of approval will not increase the parking needs for the Peaks Hotel.
29. The Development Review Committee reviewed this application and did not identify any issues.
30. Staff posted a notice on the Utah Public Notice website and posted it to the property on May 25, 2022.
31. The Park Record published notice on April 27, 2022.
32. The applicant amended their proposal on May 25, 2022, to include a maximum of 12 tent options a year with a maximum of five days per tent request with issuance of a fire permit per each use with a one-year review on impact mitigation.
33. On June 8, 2022, the Planning Commission conducted a public hearing and continued the application to June 15, 2022.
34. On June 9, 2022, staff posted notice on the property.
35. Staff mailed courtesy notice to property owners within 300 feet on April 27, 2022.

Conclusions of Law

1. The Application, as conditioned, is consistent with LMC § 15-1-10 Conditional Use Review Process, LMC § 15-2.14 Residential Development Medium Density and LMC § 15-3-7 Parking in Master Planned Developments and Conditional Use Permits.
2. The proposed Use, as conditioned, will be 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 Temporary Structure (Tent) within the rear courtyard shall be installed a maximum of 12 times per year for a maximum of 5 days per installation. Each tent installation will require a fire permit. The CUP approval will be reviewed in one year's time to ensure impacts are mitigated, or this approval may be modified or revoked.
2. Each Temporary Structure (Tent) installation will require a permit issued by the Building Department and must be inspected by the Building Department prior to occupancy. The Building Department will inspect the structure, circulation, emergency access, and all other applicable public safety measures.
3. Prior to installing the Temporary Structure (Tent), the Planning Department must sign off on a fire permit and record the date within the CUP application file to track each installation.
4. The proposed project shall be in accordance with all adopted codes, including, but not necessarily limited to the Land Management Code; International Building, Fire, and related Codes (including ADA compliance); and any other standards and regulations adopted by the City Engineer.
5. Applicant shall comply with all City, County, and State health and licensing requirements.
6. The Use shall not violate the Summit County Health Code or State Regulations on mass gatherings.
7. The Temporary Structure (Tent) shall be secured to the ground with stakes or weights, subject to Building Department review and approval.
8. All exterior lights must conform to the City outdoor lighting code. No outdoor lighting in the tent may be on past 10:00 pm.
9. No exterior advertising signs or lighting are approved with this Conditional Use Permit.

10. Should the Applicant receive a complaint regarding traffic, parking, or noise generated from the Outdoor Use, they shall notify the Park City Planning Director within one business day. The City shall notify the Applicant upon receiving any Outdoor Use complaint within one business day. Upon the notice of 3 complaints, the Planning Director will review the approval of this Permit. The Planning Director Reserves the right to modify the operations, and add additional restrictions and/or Conditions of Approval to mitigate community impacts from the Outdoor Use.
11. The Outdoor Use shall comply with Municipal Code of Park City Chapter 6-3, Noise, which establishes a maximum of 55 dBA from 6:00 a.m. through 10:00 p.m.
12. No amplified music is approved with this Permit. The applicant will orient any music inward toward the hotel courtyard area, as opposed to facing any street.
13. All proposed mechanical equipment must be screened.
14. Operation of the temporary structure with expired permits from any applicable City Department may result in the CUP becoming void. Building and Fire Permits must be up to date to install and use the temporary structure.
15. If the Applicant cannot manage parking for uses on-site, including hotel, restaurant, and outdoor uses within the existing parking spaces, the Planning Department will provide notice to the Applicant and they may be required to reduce attendance of the event, terminate programming, or create additional mitigation strategies to stay within parking spaces on site. If the Outdoor Use parking exceeds on-site parking, the Planning Director reserves the right to revoke this CUP.
16. The Applicant will hire an engineering firm to complete a parking study and finalize a Traffic Demand Management ("TDM") plan for the Peaks Hotel by August 31, 2022. The final TDM is subject to review and approval by the Planning Director for further modification.
17. This approval is conditioned upon a one-year review with notice to neighboring property owners within 300 feet of the Applicant's property lines. The review may require changes to this approval or the TDM plan to ensure compliance and mitigation of impacts or the CUP approval and parking reduction for outdoor uses may be subject to revocation.
18. The entire tent top and structure must be taken down after the fifth day of each installation.
19. The tent shall be a maximum of 20 ft. x 40 ft.
20. The Applicant committed to and shall continue to provide guests with detailed information regarding underground parking and requirements for events held at the hotel. The hotel will continue to operate their towing contract to ensure no parking off-site and finally, they will continue to run advertising regarding incentives for non-motor vehicle-related transit to the site.

21. The Applicant shall add two bike racks providing 36 spaces for bikes in a convenient, highly visible area. The bicycle racks or lockers must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws.
22. There will be a review by the end of December 2022. Property owners within 300 feet will be noticed and the review will take place at Planning Commission level.
23. The parking study must be conducted during the month of July.
24. When Versante on the Lawn is taking place, a 25% reduction of the interior Versante restaurant shall be enforced.
25. The tent may only be erected for the days of the event.

Commissioner Hall seconded the motion.

VOTE: Commissioner Suesser-Nay; Commissioner Kenworthy-Aye; Commissioner Johnson-Aye; Commissioner Hall-Aye, Commissioner Van Dine-Aye. The motion passed 4-to-1.

B. Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) - Zoning Map Amendment - The Applicant Is Proposing a Zone Change for Two Parcels from Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single-Family Homes. PL-21-05042.

Chair Phillips reported that he would recuse himself for Item 4B and asked that Commissioner Suesser take over the discussions. She noted that the item was related to a Zoning Map amendment for Parcels PCA-S-79-B and PCA-S-79-C, which were the Bransford Parcels. Planner Hawley stated that the item would be continued to August 10, 2022, because Staff was not prepared to make a recommendation at the current time. However, it was important for the Commission to become familiar with the application. There were two parcels, which totaled 39.62 acres in the Upper Flagstaff Mountain area. The parcels were annexed into Park City with the Flagstaff Annexation, but the applicant did not sign the Flagstaff Development Agreement. The parcels were located in the Recreation Open Space ("ROS") Zone and the desire was to rezone to the Estate ("E") Zone to allow for the development of two single-family homes.

The site contains significant vegetation and steep slopes. There are bicycle and hiking trails as well as a Deer Valley ski easement. Planner Hawley reported that the parcels are located in the Sensitive Lands Overlay, which requires analysis before any kind of development is proposed. The parcels do not currently have access or utilities. Since the last meeting, the applicant had returned with Conceptual Plans, including private road options, utility locations, and proposed locations for single-family homes. The applicant was not proposing to develop on slopes over 30% and it was assumed that there would be no development on slopes over 15%, which would leave approximately 88.99% of the acreage preserved. Assuming a maximum of three acres per parcel and one acre of disturbance for a road, this would leave approximately 82% of the land preserved. The applicant would agree to put a conservation easement on acreage outside of their development areas as well as keep or reroute the existing bicycle and hiking trails on the property.

Staff looked into some inquiries following the last Planning Commission Meeting. There had been questions related to precedent. Planner Hawley explained that the zone change would set a precedent. In addition, Staff recognized that without many details, it was difficult to make a recommendation at the current time. To try to better understand the proposal and the implications, several possibilities had been outlined. Planner Hawley shared a list titled, "Considerations for Proposal and Implications," which included the following:

- The applicant should present two, three-acre sites, to propose the Estate Zone change, while the remaining acreage stays within the ROS Zone;
- Condition the plat to require a common drive, building pad, house size, or maximum landscaped areas;
- Consider conditions to the plat to require that all buildings achieve a high level of Energy Use Intensity ("EUI") or Energy Rating Index score;
- Consider energy-saving options, such as utilizing infrared heating abilities or prohibiting outdoor heaters, including pavement heaters and outdoor gas heaters, excluding heat tape for roofs. Heat tape must be installed with timers and moisture sensors to reduce energy use;
- Establish clear findings that require the finalization of plans for utility development and confirm that the approval of a Zone Change ordinance does not guarantee development;
- Applicant shall propose sustainability measures that support the community's goal of net-zero carbon by 2030, including a consideration of net-zero energy certification as defined by the City;
- Professionally identify and protect wildlife corridors that may exist on the property.

The applicant, Anne Bransford, was present and Kuhn Company representative, Jeffery Kuhn, was also available. Ms. Bransford shared some family history with the Commission. She explained that the family had been part of Park City for a very long time. Ms. Bransford overviewed some of the non-profits where she and her sister had either served as Board Members or contributed monetarily. Ms. Bransford stated that her family loved the community and wanted to continue to be a part of it. A map of the area was shared as well as the chain of title. The land had been in the family for six generations. There had been a lot of fun moments on the property and she wanted to make sure that continued.

Mr. Kuhn shared several notes he had made based on previous Work Session discussions. There had been questions about where the roads would go, how the land would be developed if there was sufficient utility capacity, and whether the Fire Department and Police Department could provide emergency services. There was also a need to verify that if approved, the Estate Zone would not become an island in a sea of other Rural Open Space properties. There would need to be clarification about the other properties that would be impacted by the approval as well. For instance, whether other mine claims could make the same zone change request based upon approval of the Bransford Family request. Mr. Kuhn noted that there also was a request for information related to paved road access easements, the location of the homes, as well as how much land would be bulldozed if the application was approved.

A 3D slope map was created and shared with the Commission. Mr. Kuhn explained that it was somewhat like a traffic signal, because if it was below 15%, it was green, if it was between 15% and 30%, it was yellow, and if it was above 30%, it was red. A spreadsheet had been created. It outlined that 88% would be preserved, but also noted that if the decision was made to have two pads of three acres each, plus a 1-acre private drive or an 1,100-foot road, that would leave over

82% preserved. Mr. Kuhn shared information from a study in 1981. It included the contemplated access points at that time. He noted that those were still the most likely locations for the roads. As for the location of the homes, the intention was to have the two homes just uphill from the Trump Ski Run. This would be the most desirable location because it was in some of the flatter areas of the property. He stated that they would bring back borders that had been staked and surveyed for Commissioner consideration. At the moment, all of the utilities were currently stubbed in on Red Cloud Trail right across from the Ruby Hollow cul-de-sac. The questions related to emergency services had been dealt with in detail in the 2007 Annexation Zone. All of those documents could be provided to the Commission.

Mr. Kuhn did not believe other mining claims could make the same request for a rezone. The Bransford property was the only mining claim that had the same meters and bounds as the Park City Tax ID number. Additionally, the properties were specifically included in the 2007 Flagstaff Annexation Agreement and very few mining claims owned any surface rights. He stated that there was a desire to protect the vegetation and there was good cause for the application. There were additional materials included in the Meeting Materials Packet for review.

Commissioner Suesser opened the public hearing. There were no comments. Commissioner Suesser closed the public hearing.

MOTION: Commissioner Hall moved to CONTINUE the Application for a Zoning Map Amendment for Two Parcels From Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single-Family Homes on Parcels PCA-S-79-B and PCA-S-79-C - PL-22-05249 to Wednesday, August 10, 2022.

Commissioner Kenworthy seconded the motion.

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

Planner Hawley asked that further Commissioner direction be shared. Commissioner Suesser agreed with Staff that additional information was needed for the application to be fully evaluated. Commissioner Hall agreed, especially in regard to the specific entities on Page 7. There was a lot of information that was lacking that needed to be considered.

- C. Parcels PCA-62-A-1-A-X, PCA-62-A-X, PCA-61-X, PCA-61-E-X, PCA-59-X, PCA-62-G-X, IHPCMC-1-2AM - Appeal of an Administrative Conditional Use Permit - The Appellant Appeals the Administrative Conditional Use Permit to Upgrade the Existing Silverlode Lift and Install a New Chair (Chondola Lift) Under the Park City Mountain Resort Mountain Upgrade Plan. PL-22-05249.**

Chair Phillips reported that the item related to the Park City Mountain Resort lift upgrades appeal. Commissioner Kenworthy informed the Commission that he had been part of several recent discussions. One of the appellants, Mark Stemler told him that he intended to seek a Temporary Restraining Order ("TRO") regardless of the action taken at the Planning Commission Meeting. His statement would not influence his decision, but Commissioner Kenworthy wanted to disclose that the discussion had taken place. In an unrelated meeting with Deer Valley that took place on an annual basis, he had spoken to Garrett Lang, Hannah Tyler, and Steven Graff. Their lift upgrade application came up at that time. He had been unaware of any upcoming application from Deer Valley before then. The information shared was not related to Park City Mountain. Commissioner Kenworthy added that Deer Valley did not rely on a Comfortable Carrying Capacity

("CCC") analysis as was currently before the Commission. He would make the same disclosure, if and when, the Deer Valley lift upgrade came before the Planning Commission. Commissioner Kenworthy stated that his communications would not influence his decisions.

Chair Phillips informed those present that at the last Planning Commission Meeting, a hearing was conducted on the appeal. It included presentations from the appellants, Planning Director, and the applicant. There was also a public hearing at that time. The public hearing had been closed and the Commission had ended the meeting in the middle of deliberations. After discussions regarding a possible continuance, the applicant indicated that they would prefer to call the matter for a vote rather than delay. After that, Commissioner Hall and Commissioner Johnson stated that they would be ready to vote if there was a response to the CCC discrepancy that was brought to the attention of the Commission. The Commission had moved to continue and that was the reason the item was back before the Planning Commission.

The applicant provided a written response that had been distributed earlier that day. Chair Phillips explained that the applicant would be allowed to present their response and the appellants would be allowed to speak afterward. Chair Phillips asked that both parties limit their responses to the issues related to the CCC discrepancy unless the Commission had further questions.

The applicant, Mike Goar, identified himself as Vice-President of Vail Resorts. He was previously the Vice-President and Chief Operating Officer of Park City Mountain. At the last Planning Commission Meeting, there were four questions posed related to CCCs. Chris Cushing and Pete Williams from SE Group were present to address those questions. Mr. Cushing explained that he had been with SE Group since 1985. SE Group was established back in 1958 and had been planning ski resorts around the world for over 60 years. He discussed the Mountain Upgrade Plan and stated that in the late 1990s, SE Group had worked with the prior operator of Park City Mountain to develop the plan. The Mountain Upgrade Plan was a planning document that recommended installing seven new lifts and replacing or reconfiguring several existing lifts to improve access and circulation around the mountain.

Mr. Cushing stated that the Mountain Upgrade Plan provided an estimated CCC for the planned lifts and the resort as a whole. SE Group had worked with the prior operator to develop those specific CCCs before the operator changed in 2014. Mr. Cushing explained that CCC was a planning parameter and a tool that operators in North America and around the world used to balance resort capacities and operations to ensure a high-quality guest experience. Additionally, it had been accepted and was used by regulatory agencies to administer ski areas within their jurisdictions. Examples included: all regions of the U.S. Forest Service, many State Governments, such as New Hampshire, Vermont, New York, and others with ski areas, as well as many City Planning Commissions. Parks Canada used the CCC calculation for the review of long-range plans at their ski areas in Banff and Jasper National Parks.

The basic formula was developed in the mid-1960s and looked at Vertical Supply divided by Vertical Demand. Since then, others had made refinements to that basic formula to represent changes in the industry and changes in technology. The CCC formula had passed the test of time and was a clear industry standard for calculating ski area capacity. Mr. Cushing reported that Vertical Supply was the number of people the lift was transporting up the hill on a daily basis. Vertical Demand was the number of runs skiers could make on the lift each day. Vertical Supply was a factor of the installed characteristics of the lift (vertical rise, length, and speed). On the other hand, Vertical Demand was calculated using a process that had been developed over the past 50 years, based on observations, expertise, and professional judgment. Some of the factors

included lift wait times, skier ability level, the proportion of groomed runs, and many other factors unique to each resort or lift. While the same basic formula was used for all resorts, there were different inputs based on the unique aspects of the different resorts.

The CCC for a lift could change over time for a variety of reasons. For instance, if a lift was constructed differently than originally planned. Alternatively, advancements in GIS and remote imaging technology are used for measuring the various parameters, terrain area, and skier ability. Mr. Cushing stated that the influence of other lift installations could also impact the CCCs. He explained that when a new lift was installed, lift lines would decrease on other lifts as a result. Advancements in ski equipment and ski operations technology had decreased the lap time and increased the number of runs per day. This increased Vertical Demand and decreased the CCC.

Mr. Williams shared responses to the four specific questions raised during the previous Planning Commission Meeting. The responses represented the professional opinion of SE Group.

- Is there an inverse relationship between Vertical Demand and CCC?
- Is the increase in Vertical Demand for King Con of 19,398 accurate and what caused it?
- Is there a proportionate relationship between changes in Vertical Demand and CCC?
- Are the figures submitted for Eagle Express and Silverlode correct?

The first question was addressed. Mr. Williams confirmed that Vertical Demand was inversely related to CCC. If Vertical Demand went up, the CCC would decrease. Alternatively, if Vertical Demand went down, the CCC would increase. SE Group uses a formula that they had developed over many years. It was a proprietary formula that was used to calculate the average number of laps that could be skied from a lift. Many factors affected that number. Some of those factors include how much terrain was available, skier speeds, increases in hourly capacity, and speeds of lifts. Through the improvements of lifts, more grooming, and better skier equipment technology, it was possible to ski the same amount of vertical feet in less time.

Mr. Williams discussed the second question related to the 19,398 Vertical Demand for King Con. He confirmed that the number was accurate. In 1998, King Con was one of two detachable lifts and the CCC was 1,790, which included long average lift lines. When other lift lines were installed, the King Con lift lines decreased. Mr. Williams noted that it was important to consider lift line times. It was not necessarily the same number of people. For instance, if the hourly capacity of a lift doubled, that would be half the wait time. It was taking less time to get through the line, and as a result, the lap times decreased. King Con was upgraded again in 2015 and that upgrade meant that the lift ran faster, more time was spent on the runs, and there were faster lap times.

The third question pertained to whether CCC went down proportionately if one component of Vertical Demand went up. Mr. Williams explained that this was not necessarily true, because there were two sides to the formula. There was the Vertical Supply side and the Vertical Demand side. Many factors impacted both Vertical Supply and Vertical Demand. However, if one stayed the same and the other factor changed, CCC would go up or down as dictated by the equation.

Mr. Williams addressed the fourth question, which related to the figures submitted for Eagle Express and Silverlode. He confirmed that the numbers were accurate. He had calculated the CCC numbers that were presented in the Park City Mountain application and SE Group stood behind those calculations. Ecosign had been hired as well. They reviewed the data and confirmed that all of the numbers were correct. He noted that the appellants had disagreed with

the CCC calculations for Silverlode. In 1998, the Silverlode CCC was 1,940. The CCC had subsequently decreased to 1,650 because the Vertical Demand for the lift had increased. Vertical Demand had increased due to shorter lift line times and an increased average number of laps. The proposed lift upgrades would slightly increase the CCC of the lift because upgrading from a six-pack to an eight-pack would increase the hourly capacity of the lift. As for the Eagle Express, that lift would continue to provide out-of-base access like the existing lift does. Mr. Williams explained that there would be a lower Vertical Supply and therefore a lower CCC number.

One of the appellants, Angela Moschetta, explained that she was before the Commission to appeal the decision made by the Planning Director to issue an ACUP for the proposed lift upgrades. They were specifically appealing the authority of the Planning Director to make this decision and did not believe that all of the criteria were met. As a result, the matter should go before the Planning Commission for discussion and consideration. At the last meeting, she shared discrepancies between SE Group and Ecosign CCC calculations. She noted that a memo had been submitted to City Staff by Vail Resorts yesterday. Ms. Moschetta read sections from the memo and referenced the original memo from Dave Felius from Ecosign. That latter stated that the Vertical Demand of 19,038 was suitable for black diamond runs. He suggested a more appropriate Vertical Demand in the 12,000 to 13,000 range. Ms. Moschetta stated that Mr. Felius had submitted another memo on June 13, 2022, which stated that he had again reviewed the current and proposed CCC calculation tables as submitted by Vail and SE Group. He found that the method of determining the CCC was performed according to industry standards. Ms. Moschetta did not feel that the Commissioners should be satisfied with this explanation.

Ms. Moschetta believed there were overages, misunderstandings, and miscalculations. If the Vertical Demand for the new Eagle remained off by a lot or a little, it meant that the CCCs were also off for the new Eagle and King Con that served the same terrain. She felt that Mr. Felius needed to explain the industry standards he referenced and articulate what made sense to him about Mr. William's explanation. Ms. Moschetta stated that the Mountain Upgrade Plan was created largely by Snow Engineering. Snow Engineering ideated the proprietary CCC model to plan ski resorts. Though all resorts and ski industry experts were vaguely familiar with the model, no one seemed able to fully explain it. She noted that Snow Engineering now did business under the name SE Group. She expressed concerns about the CCC model.

Ms. Moschetta felt that the Planning Director was outside her authority to approve the ACUP. The replacement Eagle lift was not in the Mountain Upgrade Plan. Exhibit D was the map that the Planning Director had submitted to support her assertion that the new Eagle lift was an upgrade. It showed a potential Eagle replacement running alongside a future Chondola. Ms. Moschetta stated that the diagram was from a draft document that was not indexed or referred to in the bound version of the Mountain Upgrade Plan. The diagram in the adopted Mountain Upgrade Plan was Exhibit C. Eagle and Eaglet were intended to remain fully functioning and a new lift, a Chondola, would be introduced to service what the plan proposed as a second beginner area on the meadow, which would have beginner slopes and the largest lodge on the mountain. There were indoor accommodations for ski school and daycare. The proposed Eagle did none of that.

Criteria 1 of the Development Agreement gave the developer direction over the type of lift installed, but that did not mean that alignments could be changed. Ms. Moschetta also felt there was evidence to support the Peak Ski Day and its mandated application. The Planning Director maintained that the Peak Ski Day was not defined, but Ms. Moschetta did not believe this was accurate. She read from Page 15 of the Mountain Upgrade Plan, Appendix A, Page 3, and Page 5. Ms. Moschetta stated that the appeal was not about whether the lifts were upgraded or

not. It was about whether or not lifts were upgraded in accordance with the Mountain Upgrade Plan and whether the Planning Director had the authority to approve that.

At the last meeting, Commissioner Johnson was looking at the 1998 CCC Upgrading Table. It showed that Silverlode was proposed to be a detached six-pack with a Vertical Demand of 11,769 with a carrying capacity of 2,080. He noted that there was a 50% difference in the Vertical Demand between a six-pack at Silverlode and the proposed eight-pack. That was the main discrepancy that he had tried to point out at the last meeting. He wanted clarity on that. Mr. Williams believed that what Commissioner Johnson was referring to was a projected upgrade for the lift, with certain specifications related to a lift that did not happen. As a result, that number was not a relevant number. There were many lifts in the Mountain Upgrade Plan that represented both upgrades and realignments, but those lifts had not been done. Further discussions were had about the numbers. Mr. Williams explained that it was important to remember that each lift interacted with all of the other lifts and the terrain at the resort. A change to one lift could impact or influence the way another lift operated and how popular that would be.

Commissioner Kenworthy asked for more information related to Vertical Supply and Vertical Demand. Mr. Cushing explained that when the formula was originally developed in the 1960s, there were specific ranges. For instance, if there was a beginner terrain, a certain amount of Vertical Demand was desired. Over the last 15 years, instead of relying on industry-standard ranges, the formula looked at the specific circumstances that were unique to the resort. Commissioner Kenworthy believed the numbers had been changed based on the updated analysis. This was confirmed. It had to do with the individual lift and blended rate of the mountain. Commissioner Kenworthy did not understand how there would be a blended rate and an individual change to the number for the Vertical Supply. Mr. Cushing explained that for each lift, there was a Vertical Supply, which was the hourly capacity of the lift. To get the total CCC for the resort, it was not the total Vertical Supply divided by a weighted average of the Vertical Demand. The CCCs were calculated with each individual lift and the CCC was totaled.

Commissioner Kenworthy wanted to understand whether the vertical rise, hourly capacity, operating hours, and loading efficiency were all part of the equation. This was confirmed. Commissioner Kenworthy noted that he did not see the loading efficiency in the Staff Report. Mr. Williams added that the utilization rate or access reduction was also considered. Commissioner Hall explained that she had to leave the meeting shortly, as it had gone over time. She stated that the part she struggled with the most was the fact that the CCC was not a defined term. It seemed to be a fluid number and she was not certain whether that should be the standard. Commissioner Suesser agreed that the CCC analysis was tricky, but she was willing to accept that it was used as a planning tool at the resorts and was commonly used within the industry.

Commissioner Suesser noted that the Ecosign CCC number assumed that Vail would discontinue operations of the 3 Kings lift, even though Vail stated that 3 Kings would continue to operate. She asked for clarification on that. Mr. Felius explained that when there was a detachable lift that serviced the same terrain right beside the other, many people would choose to discontinue the use of the other lift. SE Group assumed that but to a lesser extent. Mr. Felius explained that this reduction had been speculation on his part based on what had been seen at other resorts.

Commissioner Suesser noted that Vail and Ecosign differed in their analysis of the CCC for the new Eagle lift. She wondered if it would be appropriate for the Commission to accept the Vail and SE Group CCC data for the 3 Kings lift and the CCC for the new Eagle lift that Ecosign proposed. Director Milliken explained that the SE Group numbers were used. The City did not ask Ecosign

to do a full analysis of the numbers that SE Group had done. They were asked to explain the CCCs, review the methodology, and review the numbers. Commissioner Suesser did not understand the 3 Kings CCC being reduced to zero when the intention was to continue operating the lift. She came out with a total CCC of 13,130, which was 260 more guests than what had been presented. Those guests needed to be accommodated. Mr. Williams noted that the Staff Report used the numbers that were calculated by SE Group and not Ecosign.

Mr. Goar stated that the only issue on appeal was whether the Planning Director was able to issue an ACUP with the 19 detailed Conditions of Approval that would allow the resort to upgrade two lifts. He explained that she was within her right to do so. The resort had engaged experts to handle the CCC numbers. It was surprising that the calculations SE Group had been using around the world for many years were being questioned. He was also surprised that CCC as planning tool was being questioned. It was appropriate for the resort to lean on the expertise and calculations that had been presented. The industry standard was CCC. The appellant had provided no expert testimony, no expert data, and he felt the appeal should be denied.

Ms. Moschetta appreciated the complexity of the numbers and factors that went into CCC. However, the Vertical Demand numbers had increased significantly. She did not necessarily believe that the factors related to Vertical Demand had caused such a significant shift. Ms. Moschetta noted that the terrain had not changed and she did not feel the equipment efficiency had improved enough to drive a 50% to 60% increase in Vertical Demand. There had been some conflicting comments during the night that she was concerned about. Ms. Moschetta clarified that the appeal had to do with the authority of the Planning Director.

Commissioner Suesser discussed the ACUP. She found that the application was not consistent with the Mountain Upgrade Plan because the lift upgrade locations were not within the upgrade alignments identified within the plan. She believed there were inconsistencies and was supportive of granting the appeal. Chair Phillips noted that at the last Planning Commission Meeting, Commissioner Hall found all of the conditions to be met, with the exception of one that needed more explanation. He wondered how she felt now. Commissioner Hall stood by her former opinion. She stated that the one area that required additional explanation had been adequately explained. Chair Phillips held the same position. Commissioner Kenworthy agreed with Commissioner Suesser. He felt it was a new lift and that the application should have gone before the Planning Commission rather than an ACUP being issued.

Commissioner Kenworthy asked about mid-stations and discrepancies. Mr. Williams stated that lifts with mid-stations were a complex planning issue. It was possible to look at a separate CCC for each section. In many cases, it made sense to look at them separately if it was a mid-load rather than mid-unload because that typically had more of an impact on the lift. In this case, some people would get off at the mid-unload and some would continue on. All of that had been captured in the way that CCC was calculated. Commissioner Kenworthy felt that with so many shifting calculations, the Commission needed more time to understand the numbers.

Commissioner Hall believed that the criteria were met, even though she did not necessarily like the criteria. As a result, she would move to deny the appeal. She urged the City and the applicant to have a different strategy for future plans. Chair Phillips noted that the Commissioners were unlikely to become experts on CCCs, which was why he trusted the experts. He did not think the numbers were being manipulated. The experts were using numbers that were used everywhere else consistently. They stood behind the fact that the resort was below the 13,700 CCCs and Chair Phillips believed that all of the criteria were met for this to be an ACUP.

MOTION: Commissioner Hall moved to DENY the Appeal of an Administrative Conditional Use Permit – PL-22-05249. The motion failed for lack of a second.

The Planning Commission took a brief break to prepare for a final vote.

MOTION: Commissioner Kenworthy moved to CONTINUE the Appeal of an Administrative Conditional Use Permit – PL-22-05249 to address the outstanding issues related to the data, maps, and stewardship. The motion failed for lack of a second.

Commissioner Kenworthy wondered if it would be possible to further discuss the Conditions of Approval if the item was continued. Attorney Harrington explained that if the majority of the Commission wanted to make a Determination of Error for the existing Conditions of Approval, the Code gave the Planning Commission the ability to grant in part and deny in part. The majority of the Commission would need to determine what the errors were to modify the Conditions of Approval. For example, if other Commissioners agreed with the earlier comment from Commissioner Suesser about the CCC number proposed by Ecosign. If three Commissioners agreed that the number was an error, a modification could be made.

MOTION: Commissioner Hall moved to DENY the Appeal of an Administrative Conditional Use Permit – PL-22-05249. The motion failed for lack of a second.

MOTION: Commissioner Kenworthy moved to GRANT the Appeal of an Administrative Conditional Use Permit – PL-22-05249 based on the fact that it did not meet Criteria 1 and Criteria 6 from the Development Agreement. Commissioner Suesser seconded the motion.

VOTE: Commissioner Suesser-Aye; Commissioner Kenworthy-Aye; Commissioner Johnson-Aye; Commissioner Hall-Nay. The motion passed 3-to-1.

Attorney Harrington asked that the majority provide clarity for the basis of their decision so Staff could come back with findings as required by Code, within 14 days, to memorialize the decision. Commissioner Suesser agreed to grant the appeal because the ACUP did not meet Criteria 1 in the Development Agreement. The application was not consistent with the Mountain Upgrade Plan. The lift upgrade locations were not within the lift upgrade alignments identified in the Mountain Upgrade Plan. Additionally, the newly proposed upgrades did not go to the meadow and the new proposal removed two lifts and left 3 Kings rather than replacing 3 Kings as contemplated in the Mountain Upgrade Plan. Furthermore, the CCC analysis was incorrect, because the CCC number should have been calculated to be 13,130 rather than the two proposed total CCC numbers provided by SE Group and Ecosign. The Planning Director found that the parking was properly mitigated by the Parking Mitigation Plan proposed by the applicant. However, based on a calculation of the CCC being 13,130, the parking was not adequate.

Commissioner Kenworthy agreed with the findings shared by Commissioner Suesser. In addition, he found that the paid parking mitigation used comparisons that were not satisfactory. Alta and Beaver Creek were not comparable to Park City Mountain. He added that the lift specs were not verified and there were some weaknesses in the expert report. Commissioner Kenworthy noted that the lease for the high school parking lot was eight days a month, but Park City Mountain had parking issues every day. That needed to be addressed. He wanted to see more in regards to cooperation with transit and the use of Richardson Flat. The Peak Ski Day numbers should be better defined as well. Commissioner Kenworthy was concerned about the loading efficiencies

not being included in the City report and that the uphill access factor was not included in the old formula. He wanted to see the current formula with the inputs and examples to verify the numbers.

Commissioner Suesser added that the parking chart in the Parking Mitigation Plan narrative document needed to be corrected. Commissioner Johnson explained that his decision related to the image in the Mountain Upgrade Plan. The ski lift alignment was not the same as in that plan. It was noted that Commissioner Hall had left the Planning Commission Meeting.

Mr. Goar wondered if the decision was for both Silverlode and Eagle. He wanted to understand whether the Planning Commission had considered bifurcating the project. Chair Phillips stated that this had not been discussed. Mr. Goar pointed out that the CCC issue seemed to center around the Eagle lift. Ms. Moschetta believed there would be an opportunity for bifurcation if the applicant resubmitted and separated the project. Attorney Harrington stated that the Planning Commission had voted to grant the appeal, but that vote was not final until the written decision was adopted by the Planning Commission. Staff would return with findings, as directed by three of the Commissioners unless otherwise directed.

5. ADJOURN

MOTION: Commissioner Kenworthy moved to adjourn.

The meeting adjourned at approximately 9:00 p.m.

Planning Commission Agenda Item Report

Meeting Date: July 13, 2022

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Minutes

Agenda Section: MINUTES APPROVAL

Subject:

Consideration to Approve the Planning Commission Meeting Minutes from June 22, 2022.

Suggested Action:**Attachments:**

[06.22.22 Minutes - Pending Approval](#)



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
June 22, 2022**

COMMISSIONERS IN ATTENDANCE: Chair John Phillips (attended virtually), John Kenworthy, Sarah Hall, Bill Johnson, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Assistant Planning Director; Heinrich Deters, Trails and Open Space Program Manager; Jason Glidden, Housing Development Manager; Rhoda Stauffer, Affordable Housing Project Manager; Alexandra Ananth, Senior City Planner; Lillian Lederer, Planner I; Spencer Cawley, City Planner; Mark Harrington, Senior City Attorney

1. ROLL CALL

Chair Phillips called the meeting to order at approximately 5:30 p.m.

The following was read:

The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, April 13, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically.

Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/public-meetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

Chair Phillips advised that Commissioner Laura Suesser was not present and excused. He noted that she might join the meeting at a later time. He took a roll call of all Commissioners present in person and virtually.

2. MINUTES APPROVAL

- A. Consideration to Approve the Planning Commission Meeting Minutes from May 25, 2022.**

MOTION: Commissioner John Kenworthy moved to APPROVE the Planning Commission

Meeting Minutes from May 25, 2022, as written. Commissioner Bill Johnson seconded the motion.

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

3. PUBLIC COMMUNICATIONS

There were no public communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Chair Phillips commented that he was not feeling well but felt that he could get through the meeting. As Vice-Chair Suesser was not present, he asked if a Vice-Chair Pro Tem should be appointed in the event he was unable to continue.

Senior City Attorney, Mark Harrington, stated that it would not hurt to be prepared in the event that Chair Phillips needed to leave the meeting.

MOTION: Commissioner Kenworthy moved to appoint Commissioner Sarah Hall as Vice-Chair Pro Tem. Commissioner Christin Van Dine seconded the motion.

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

Chair Phillips invited the Commissioners to provide any communications or disclosures. Commissioner Hall reported that she would like the meeting to end by 9:30 p.m. and noted that the last two regular meetings went beyond 9:30 p.m. She would like to start ending meetings at a reasonable time.

Commissioner Kenworthy disclosed that with regard to Regular Agenda Item No. 7.F, Commissioner Suesser sent a late email that she would like read into the record in the event she remained unavailable for this meeting.

He indicated that he had a meeting with Deer Valley within the last two weeks and the application involving Regular Agenda Item No. 7.B was brought up. However, the meeting was at a campground and unrelated to this application. He stated that Garrett Lange, Hannah Tyler and Steve Graf from Deer Valley attended the campground meeting and the application came up. He was unaware that the application was on the agenda this week, and assured the Commission Members that the information shared with him would not affect his decision-making at this meeting. Additionally, he did not feel the need to recuse himself.

Chair Phillips asked Commissioner Kenworthy to confirm that he did not discuss the item scheduled for tonight and that the prior discussions were unrelated to the application before the Commission. Commissioner Kenworthy confirmed that and relayed that the individuals from Deer Valley mentioned that this item was coming up. He also confirmed that no maps or details were shared at the prior meeting.

A. Rail Trail Master Plan Update.

Trails and Open Space Program Manager, Heinrich Deters, introduced Maria Vyas from Fehr & Peers, and Charlie Sturgis, who has been involved in the public outreach associated with the Rail Trail Planning.

Manager Deters explained that he would be providing the Planning Commission with an update and requested Planning Commission input on the Rail Trail Master Planning process. He noted that in addition to this presentation, they have put the draft recommendations for the Rail Trail on the Park City Engage page. This page has a comment section that would provide another opportunity for the public to comment. In addition, he reported that they would be meeting with the Walk Advisory Committee over the next couple of weeks.

He stated that the intent was to take this plan before City Council later this summer for adoption.

Manager Deters provided background on the plan and noted that while the Planning Commission expressed a lot of interest in the City's active transportation plans, this plan took a different route to the public process. He explained that the Rail Trail has been operated and owned by Utah State Parks since the early 1990's. Over the years, Staff and the Council have received input from residents associated with the level of service not only with the amenities and maintenance, but the actual pavement structure and repair.

As a result of all of the public input, he presented a report to the City Council on April 15, 2021 wherein he requested the exploration of an agreement with Utah State Parks in which the City could take over management and maintenance of three miles of the trail from town to SR-248. He clarified that the City would not take over ownership; rather, they would take over maintenance and management.

Manager Deters reported that through this process, Summit County also explored similar options with Utah State Parks for the remainder of the Rail Trail. He added that this has been a good project that has not only dovetailed with Park City's efforts, but also some of the efforts with Summit County Planning that envisions a Rail Trail corridor that would begin in Park City and extend all the way to Echo, Utah. From a planning perspective, Manager Deters stated that the idea was that this planning effort would be incorporated into the City's active transportation planning or Park City Forward. He described the Rail Trail as a spine for alternative transportation and recreation in the community.

Ms. Vyas explained that she and Manager Deters would present the intentions of this plan, the public outreach efforts, and feedback and the goals of the plan. They would also present the draft recommendations and identification of the next steps in this process. Manager Deters reported that they are currently seeing approximately 200 users per hour on the Rail Trail. These counts have come during peak times, and are located closer to the White Pine area at Bonanza Drive where they see a lot of use. In addition to increased use of the Rail Trail, they have also seen new modes such as e-bikes, bicycles, hikers and families. He added that e-bikes are a large component of the alternative transportation planning in Park City. He reported that pavement portion of the Rail Trail is approximately 9 – 10 feet wide. They incorporated the numbers and the various uses to inform them on the next steps associated with planning.

Manager Deters stated that the intent of this plan was to effect a change in stewardship so that the City could take over management and make capital improvements and perform

maintenance. Last fall the City performed some sealing of pavement along the Rail Trail and addressed some of the willow bumps. He noted that while this work made a difference, there still was a lot left to do. He added that this plan was designed to be community driven. Ms. Vyas explained that they wanted feedback from the public to drive what they were proposing as part of this plan. They have also supported their recommendations with technical data and observations.

Ms. Vyas stated that they began in October with an intercept survey of the Rail Trail at a few different points and were able to obtain a lot of feedback from trail users including where they came from, how they were using the trail, and what people liked and did not like. She also explained that they ran the project website through Engage Park City and kept it updated with responses to Frequently Asked Questions as they rolled in. She acknowledged the work of Mr. Sturgis and others who helped with the stakeholder walking group tour in November. During that tour, they discussed the conditions and prepared for an open house the week before Thanksgiving.

Ms. Vyas reported that they presented the draft set of recommendations to the stakeholders and the public in April 2022. They had 50 to 60 people attend each of the open houses, and thereafter made some changes to the recommendations based on the feedback received. She also mentioned a survey conducted in January and February 2022 for which they received approximately 1,000 responses. She discussed some of the common themes they heard as part of this outreach. One of the themes was safety and enforcement as it applied to bikes and dogs. Many expressed that they would like to see a requirement that dogs be leashed. She noted that walkers often expressed safety issues regarding the bikers along the trail, and many felt that signage and wayfinding would be helpful. While there already is wayfinding along the Rail Trail, they recommended some tweaks to additional destinations.

Ms. Vyas noted that seating also came up quite a bit in the feedback, as did more connections to business districts and future trails. She explained that the natural habitat was also mentioned, and people appreciated being able to use the Rail Trail to experience the wetlands, wildlife and birds, and the importance of preserving that experience as much as possible. The Respondents also appreciated the maintenance of the trail and would like to see it continue.

Mr. Deters stated they also received more extreme responses, such as requests to bring the train back, while others suggested using the Rail Trail as a gondola corridor. He noted that there was a fair amount of feedback suggesting that they leave the Rail Trail alone because no one used it. Some respondents were adamant that the Rail Trail needed lighting, while others were adamant that no lights be added. He stressed that the public input drove the recommendations included in the Rail Trail Plan.

Ms. Vyas explained that they developed goal statements early on in this process that were vetted with stakeholders and the public. The recommendations reflect these goal statements and include the following:

- Ensuring comfortable places for people of all ages and abilities. This would include seating, restrooms and similar amenities;
- Highlighting the connections to places that people want to go; and
- Having an action item list that would guide them moving forward.

The Commission was shown images of the Rail Trail, and was told that the trail is approximately 10 feet wide, although the width differed at different points throughout the corridor. Mr. Sturgis stated that they recommended adding an 8 foot soft surface adjacent to the paved surface. This would provide the width to allow the various users to utilize the trail.

Additionally, the surface would dictate where the different modes would go, and the Plan would not preclude the future addition of a vertical delineation. He stressed that it would be important to begin the expansion at the 10 foot trail because people have asked for more width; he noted that they actually vetted a cross-section that was 26 feet wide that was supported by a fair amount of people, while others felt that would be too wide.

Mr. Sturgis presented an existing facility along the Rail Trail called the Old Wagon Trail. This existing corridor is a double track that drops down near the Chatham Hills area, then comes back up and goes out to Park City Heights. He stated that their recommendation was to make some small connections to the Wagon Trail area and move through a process where there could possibly program the Wagon Trail to be an off-leash trail, while also providing additional enforcement on the Rail Trail.

Ms. Vyas reported that much of the feedback surrounding what the public did and did not want was focused at the trailheads. She presented a graphic showing the various trailheads and explained that the major nodes were at White Pine, Wyatt Earp and Richardson Flat Road. The minor nodes were located at Comstock, Chatham Hills, the bottom of the Skid Row trail, and SR-248. She explained that there were a couple of large scale amenities that they are talking about adding in different locations, including restrooms at the White Pine trailhead and the Wyatt Earp trailhead at Prospector Park. The third location for restroom amenities would be at the Richardson Flat Road trailhead.

Ms. Vyas also mentioned that the only place they were recommending more parking as part of this plan was at Richardson Flat Road. She explained that the recommendations do not contemplate the same type of amenities at each trailhead. For the minor node at SR-248 at the east end of the corridor, there would be a separate process for a grade separation crossing. She noted this was minor and involved directional signage, some seating and possibly some interpretive panels.

She expressed that there is surplus property owned by The Utah Department of Transportation ("UDOT") at Richardson Flat Road, and they have proposed discussing use of this property as a parking lot for that trailhead. In addition to the restrooms, they felt this node would also be a good place for a shelter with picnic tables in addition to some of the standard small scale amenities such as dog waste bag stations, trash cans and recycling, and seating.

With regard to lighting, the plan includes a compromise by having lighting only at the restrooms and roadway crossings. She stated that they were not recommending lighting along the rest of the corridor. Ms. Vyas commented that the lighting would be dark sky friendly, downward facing and solar powered.

Ms. Vyas then moved to minor node 3 at the base of Skid Row, where they proposed some dog waste stations, some seating and possibly some interpretive panels. At major node 3 located at Wyatt Earp Way, the plan proposed fix-it stations, bike racks, restrooms, and possibly a shelter and some seating. At Chatham Hills, they proposed some directional signage and wayfinding,

as well as some seating and art. She explained that at Comstock, they proposed dog waste bags, seating and art.

She stated that the next major node to the west would be behind Silver Mountain Spa, where they proposed exercise equipment, seating, dog waste bags and art. She noted the feedback they received from the stakeholder group that they wanted to see art at every trailhead location. She added that at White Pine they contemplate adding restrooms, trail lighting at the restrooms, seating, interactive educational panels, dog waste bags and directional signage.

Ms. Vyas explained that there are two at-grade road crossings at Wyatt Earp Way and also at Richardson Flat Road. With respect to the design of the crossing at Wyatt Earp Way, she stated that their thought was to prioritize the trail and require the vehicles to stop. The trail users would be advised of the crossing and to slow down, but the vehicles would be required to stop. At Richardson Flat Road, she commented that the controls already in place were effective, and they recommended the addition of high visibility crosswalk striping. She acknowledged that traffic in that area would likely increase in the future which would impact the crossing.

There was discussion regarding the width of the barrier at that location and the impact on bicyclists. Ms. Vyas stated they received a lot of feedback on this and has recommended gates that are far enough apart to allow a person on a hand-cycle or recumbent, or pulling a trailer to navigate this area. Manager Deters mentioned that after they take the Rail Trail Plan to the City Council in late summer, any summer and fall improvements would likely be minimal, and anticipated there could be additional striping and the placement of more trash cans. He also mentioned that they would raise the level of service by collecting trash more often, addressing noxious weeds, and possibly add some wayfinding signage.

He also indicated preparations for winter maintenance. There would also be some environmental permitting required, as well as coordination with UDOT for the initial improvements. He expected to see more of the improvements to the trail during 2023 – 2025. In 2025 – 2027, he anticipated the phases of the improvements moving west to east. This would dovetail nicely with grants for an overpass at SR-248 that he and Julia Collins, Transportation Planning Manager, were working on in coordination with the County.

Chair Phillips noted that this effort was largely community driven and appreciated the efforts and outreach put into this Plan.

Commissioner Johnson praised the work put into this process and expressed that this was a fantastic plan. Commissioner Van Dine echoed these comments, and agreed with the concept of keeping the lighting to a minimum, and only at areas around the trailheads as discussed.

Commissioner Hall echoed these comments, and suggested some signage setting forth the “rules of the road.” Manager Deters stated that they were looking at collaborating with the Chamber on a website where people could access all trail information, including trail closures, trail information, etiquette, directions and more. Additionally, the website there would include information on grants associated with producing that content. He mentioned a video on their wayfinding system that was produced a few years ago.

Manager Deters expressed hope that they would move the needle on this information over the summer.

Commissioner Hall agreed with the public input regarding the conflict between cyclists and walkers, strollers and off-leash dogs. She expressed frustration with walkers when she rides her bicycle, and when she walks her dog with a stroller she is often terrified of the bikers. She was excited to see the separation of modes, and would like to see a horizontal and a vertical barrier, because there was a lot of zigzagging going on. In addition, because they were beginning improvements now, she raised the notion of laying out infrastructure for potential future lighting along the Rail Trail. If they find that the Affordable Master Planned Development currently under consideration and Park City Heights' residents were using this as an active transportation corridor, then the infrastructure for that lighting would already be in place.

Commissioner Hall expressed support for the barrier based on her uses and experiences on the trail. Manager Deters stressed that they had not removed that possibility, but it provided a good opportunity for some pilot studies without having to make a major capital investment. Commissioner Hall offered that in its current condition, the trail could not really be used as alternative transportation, but it could be made for that use.

Commissioner Kenworthy expressed support for the 18-foot compromise. He would like to keep the trail natural, with minimal lighting. He suggested a higher elevation in the road base and explained that he did not like the idea of a divider, but suggested a six inch higher road base for the walkable surface that would define the separation between walking areas and the bicyclists. With regard to the "rules of the road," he observed that they would be forever remiss if they did not start with the 10 seconds of kindness.

A member of the public asked if there was to be public comment associated with this Plan. Chair Phillips stated that they were limited in time, but suggested that members of the public could reach out to Staff and provide additional input. Manager Deters reiterated that the website is the Engage Park City page located at www.engageparkcity.org.

Chair Phillips added that the public could send their comments to the Planning Department for transmittal to the Planning Commission.

5. CONTINUATIONS

- A. Founders Place (Parcel 00-0021-01977 in Wasatch County; 3267 West Deer Hollow Road) - Development Agreement Ratification - On January 12, 2022, the Planning Commission Approved a Modification to a Master Planned Development and Conditional Use Permit for Founders Place, a 354,264-square-foot Ski-In Ski-Out Village in the Deer Crest Area. The Planning Commission Will Review and May Ratify the Development Agreement Outlining the Requirements of the Development.**

Chair John Phillips temporarily lost his connection to the meeting. In his absence, Vice-Chair Pro Tem Hall explained that they would open the public comment before continuing this item. She opened the public hearing on this item. There being no comment, she closed the public hearing.

MOTION: Commissioner Johnson moved to CONTINUE Founder's Place Development Agreement Ratification to July 13, 2022. Commissioner Van Dine seconded the motion.

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

- B. 2000 Meadows Drive – Conditional Use Permit – The Park Meadows Country Club is Requesting to Build a New Training Center as an Addition to the Golf Club – A Commercial Recreation Facility in the Recreation Open Space Zoning District. PL-22-05189.**

Vice-Chair Pro Tem Hall opened the public hearing on this item. There being no comment, she closed the public hearing.

MOTION: Commissioner Van Dine moved to CONTINUE 2000 Meadows Drive-Conditional Use Permit to August 24, 2022. Commissioner Johnson seconded the motion.

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

- C. General Plan Supplemental Update - Long-Range Transportation Plan - The Planning Commission Will Review Park City Forward, the City's LongRange Transportation Plan, a Supplement to the General Plan. The Plan Prioritizes Multimodal Transportation Projects and Strategies to Address Existing and Future Conditions. The Purpose of the Plan is to Improve Safety, Protect the Natural Environment, Expand Transportation Choices, and Maintain Quality of Life for those that Live, Work, and Recreate in Park City.**

Vice-Chair Pro Tem Hall opened the public hearing on this item. There being no comment, she closed the public hearing.

MOTION: Commissioner Johnson moved to CONTINUE General Plan Supplemental Update-Long Range Transportation Plan to August 10, 2022. Commissioner Kenworthy seconded the motion.

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

6. WORK SESSION

- A. Moderate Income Housing Element of the General Plan – The Planning Commission Will Conduct a Work Session on H.B. 462 Utah Housing Affordability Amendments to Discuss New State Requirements and Timelines for the City's Moderate Income Housing Element to the General Plan and Annual Moderate Income Housing Reporting.**

Chair Phillips rejoined the meeting and resumed the Chair. Housing Development Manager, Jason Glidden, explained that Affordable Housing Project Manager, Rhoda Stauffer, would give a majority of this presentation. He started off by stating that this would be an informational presentation of what occurred at the State level and the requirements the City must meet as part of its Moderate-Income Housing Plan that they submit annually. He added that this would come back before the Planning Commission on July 27, 2022, for feedback and further discussion.

Project Manager Stauffer reported that Park City has had an aggressive housing program since the early 1990's. There are currently have 650 units of affordable housing in town, and the past

moderate income housing plans and reports have been utilized by the State as an example of good planning and reporting. She commented that Park City was ahead of the game before the State started instituting requirements for these reports and plans. She stated that during a Legislative Session in 2022, the Legislature adopted House Bill (“H.B.”) 462, which updated H.B. 34 that governs moderate income housing plans and the requirements for submitting those reports and plans.

Project Manager Stauffer explained that the legislation sets out new reporting and assessment requirements to ensure that the plans are achievable, realistic and based on actual needs. The new law changed the report deadline from December to October. Another change was that the options published by the State for strategies to address the housing needs have been reduced to 24. She explained that another change was that jurisdictions with fixed guideway transit systems must choose five strategies and complete a Station Area Plan. Jurisdictions without fixed guideway transit systems must choose three strategies. She pointed out that Park City does not have a fixed guideway transit system. She noted that because Park City is a jurisdiction without a fixed guideway transit system, it might get extra credit by choosing two additional strategies.

Commissioner Van Dine requested an explanation of fixed guideway transit system. Housing Manager Glidden explained that it generally involved a rail system, such as exists in Salt Lake City. It could also include Bus Rapid Transit, and when that comes into play in Park City, it might bump the City into the category of a jurisdiction with a fixed guideway system.

Project Manager Stauffer explained that those jurisdictions with fixed guideway transit systems could receive extra credit by choosing an additional strategy. In situations where additional strategies are chosen, the municipality would receive enhanced prioritization for funding as well as matching program funds from the American Rescue Plan Act (“ARPA”). She stated that on July 1st, the State would be publishing a new reporting format. She confirmed that the new reports would require measurable goals and projected timelines, which would be more stringent than it was in the past. Additionally, each subsequent year will require reports on accomplishments to meet those goals as well as identifying the issues that presented fulfillment of goals.

Project Manager Stauffer reported that they were preparing a proposed updated Moderate Income Housing element to the General Plan, which the State is calling the Moderate Income Housing Plan. She stated that this plan would include the State’s reporting requirements, current needs, and recommended strategies from the State’s list of options. She stated that the draft Plan and Report would be brought before the Planning Commission for a full discussion on July 27, 2022. She acknowledged that members of the Planning Commission wanted to hear that some of the goals would address Land Management Code (“LMC”) changes to incorporate some of the interests that the Planning Commission has expressed.

Commissioner Kenworthy requested clarification on the definition of “moderate income.” Housing Manager Glidden stated that as part of the Commission on Housing Affordability set up at the State level, they recently looked at defining that term. He noted that they were looking at “moderate” being from 80% to 120%, and then low-income or affordable housing being at 80% or below. He mentioned that the target was moving and still under discussion.

Housing Manager Glidden noted that Park City’s demographics are slightly different than other communities in the State. He stated they would update the Commission once a clearer

definition was indicated. Commissioner Kenworthy expressed concern about the Average Median Income ("AMI") number, especially if it was being defined on a City level or County level.

Project Manager Stauffer stated that AMI was established on the County level; however, as a City, the Staff in the Housing Team always compare the actual workforce wage in town against AMI, which helps them establish the target the City sees as a need. She noted that this was usually 60% of AMI.

Commissioner Kenworthy asked how they factor in that number from the people who work here and live in other communities, and observed that many service workers no longer live in the City or the County. Project Manager Stauffer explained that this was what she meant by workforce wage numbers.

Commissioner Hall looked forward to the July 27th presentation and requested recommendations on how they could spend time on the LMC to incorporate these goals into implementation of strategies. She would also like to revisit Affordable MPDs to encourage private developers to step up.

Housing Manager Glidden stated that review of the Affordable MPD was on their task list. He reported that they have met with developers for feedback on areas where there are still challenges. He noted that they wanted to let a couple of the applications play out and noted that they currently had two applications for Affordable MPDs.

Commissioner Hall expressed that as a Commission, she would like to allocate more time to this issue.

7. REGULAR AGENDA

A. 3805 Fox Tail Trail - Subdivision - The Applicant Proposes Creating One Lot from Parcel PCA-S-98-SEC-11 for a Single-Family Dwelling in the Estate Zoning District and One Parcel in the Recreation Open Space Zoning District. PL-21-04826

Senior City Planner, Alexandra Ananth, explained that this application proposed to create a 3.8 acre lot and a parcel of almost 29 acres in the Recreation and Open Space ("ROS") District. She stated that the lot is mostly in the Estate District. She reported that this application had been before the Planning Commission multiple times and most recently, the Planning Commission held a site visit and Work Session. Planner Ananth noted that this site is a 33-acre parcel that is currently unimproved with the exception of trails. The site is located between the Hidden Meadows Subdivision and the Park City Heights Subdivision.

Planner Ananth highlighted the location of the site for the Planning Commission. She explained that the site is mostly located within the ROS District, but there is a portion of the site zoned Estate, which allows for Single-Family houses on a minimum of 3 acres of property. She provided a brief history of the lot and explained that this lot was annexed into the City as part of the Hidden Meadows Subdivision and was allocated one unit of density. She showed the Commission the Annexation Plat that highlighted the site in yellow. She explained that this lot was part of Hidden Meadows Subdivision, Phase II that never moved forward. The option for Phase II expired in 2002, but the density remained allocated for one Single-Family house.

Planner Ananth explained that the site has some development constraints, notably most of the lot is located in the ROS District that prohibits residential development. There is also a utility easement and a Ridgeline Area that further limits development as the Limits of Disturbance ("LOD") must be 150 feet from the Ridgeline Area. She stated that these restrictions limit the developable portion of the lot to the Estate portion just north of the utility easement. She stated that the applicant has proposed to create one lot of 3.8 acres, mostly located in the Estate Zone, although a small portion would be in the ROS zone. She added that the portion in the ROS zone could not be developed. In addition, Parcel A was identified as the nearly 29-acre site that would be dedicated to the City, as stated in Condition of Approval 21 of the Draft Ordinance.

Planner Ananth advised that the LODs shown on Lot 1 were all contained outside of the Ridgeline Area, outside of the utility easement and within the Estate District. The applicant also offered a Restricted Covenant to the City that would further prohibit development in the ROS District. She reported that when this lot was annexed as part of the Hidden Meadow Subdivision, the lots in that annexation were assigned LODs and maximum building sizes. Staff has recommended that this lot remain consistent with those original LODs and maximum house sizes.

Planner Ananth stated that the proposed Subdivision of a single lot complied with the lot and site requirements for the Estate and ROS Zoning Districts, and also complied with the maximum building height of 28 feet for the Estate Zone. Further, nothing would project above the 7,135 feet of elevation, which is the zone height plus the roof pitch. She presented a slide showing that a building of that height should not be visible from any of the City's vantage points, including the closest one located at SR-248. With respect to the trails on this site, the applicant proposed to remove one portion of a shortcut to a trail. She explained that there would still be access to the trail from Fox Tail Court, with an extension that would connect to the trail. She reported that the Open Space Manager reviewed this proposal and expressed support for the removal of the shortcut trail.

Planner Ananth explained that the Planning Commission was allowed to look at Maximum Dwelling Size and LODs for subdivisions. She referenced a table comprised of some of the other larger lots in the Hidden Meadows Subdivision that demonstrated that lots of substantial size typically had an LOD of 16,000 square feet and a Maximum Floor Area of 10,000 square feet. She noted that this is what is proposed in the Conditions of Approval for this lot.

The applicant agreed to a minimum rental period of 12 months and the site would not be used as a timeshare or for fractional ownership. She added that the applicant agreed to a Condition of Approval in that regard, as well as a Restrictive Covenant to the Hidden Meadows Homeowners Association, as memorialized in Condition of Approval 24 to the Draft Ordinance. She reported that there have been multiple public comments and she expressed her belief that the applicant addressed most of the comments in the Conditions of Approval.

Planner Ananth stated that Staff found good cause for this Subdivision as it would protect the Ridgeline Area, did not increase density, encouraged orderly and beneficial development, and complied with the Estate and ROS Zoning District lot and site requirements. The Subdivision would also comply with the requirements for Sensitive Lands Overlay. She added that the applicant offered Restrictive Covenants in favor of the City for the open space, and agreed to Conditions of Approval and a Restrictive Covenant to the Hidden Meadows HOA that would prohibit short-term rentals.

Staff recommended that the Commission conduct a public hearing and consider forwarding a positive recommendation to City Council. Planner Ananth noted that she redlined three Conditions of Approval to clean up the language; however, the intent of those Conditions remained unchanged.

Chair Phillips expressed that the site visit was very helpful and noted that where this project began and where it was now represented a far better use of this site. He appreciated the willingness of the applicant to address as many of the concerns as possible. His questions regarding height and the elevations were answered with his further review of this matter, and he did not object to adding the Condition that the height be based off the sea elevation. Chair Phillips stated he had no remaining concerns about this application.

The applicant, Douglas Ogilvy, from REDUS Park City, LLC, confirmed that they had listened to the concerns of the neighbors, and felt that the proposal before the Commission was a logical use for the property. The Conditions addressed the majority of the concerns that could be addressed while permitting development on the lot.

Chair Phillips opened the public hearing.

James Letchford identified himself as the President of the Hidden Meadows HOA. He referenced an email wherein he requested that the public speak after the applicant. Mr. Letchford claimed that the applicant made some misrepresentations during the last meeting after the public comment period was concluded. He stated that none of the neighbors supported this project, and the owner of the land next door to this site who expressed support is not a neighbor and does not live in the community. He stated that there were neighbors who wished to speak.

Chair Phillips expressed that his intent was to receive these comments so that the Commission could factor them in to the deliberations. He could open the public comment to allow the public to respond to anything said by the applicant.

Mary Danelly attended with her husband, *Mike Danelly* and stated that they live at 3817 Solamere Drive, which is just up the street from the cul-de-sac where this proposed development is located. Ms. Danelly stressed that this is their home; they do not come here to spend two weeks skiing. She also stated that they use the recreation area every single day. She commented that the entire neighborhood of primarily full-time residents were opposed to this application and the impact it would have on not only their recreational use of that area, but to the aesthetics of their community. She also mentioned the impact on the peace and joy that they currently enjoy in their neighborhood. Ms. Danelly was perplexed at how the interests of one private developer could outweigh the voice of an entire neighborhood. Additionally, this project would affect Park City as a whole because so many people utilize that recreational area. She understood that applicant submitted a revised application, but there would still be an impact to recreational use. She asked why the Commission would give one inch of recreational use over to a private developer.

Ms. Danelly stated that the public at-large in Park City would be impacted and referenced a conversation she had with a fellow cyclist who does not live in Hidden Meadows. This gentleman specifically referenced this application and felt that if the Planning Commission would approve this project, they would approve everything. She stated that she has attended meetings on this application, and specifically referenced a five-hour meeting where she waited

to be heard. At that meeting, she also expressed confusion as to why the opposition of the community was so consistently misrepresented. She was angry at the categorically false representations that only two homeowners were still opposed the application. Ms. Danelly stressed that the entire HOA was opposed to this project.

Ms. Danelly addressed the Restrictive Covenants and stated that these would not address the neighbors' concerns. There is no reason why this lot should not be part of the HOA and because the applicant has neither offered nor agreed to be annexed into the HOA, the Restrictive Covenants could be modified and were therefore meaningless. She stated that nightly rentals were a concern. She understood that the applicant modified the proposal to move the 10,000 square foot building to the curb. Ms. Danelly questioned where the vehicles for the occupants of a 10,000 square foot home would park. She offered that the cars would be parked in the cul-de-sac that the neighbors use every single day. She felt that up to 30 people could live in a home of that size.

Ms. Danelly also expressed concern about the disturbance to the environment and the natural habitat, and felt that could not be ignored. She reiterated her concerns about the impact on the neighborhood, the impact on Park City as a whole, the inability to enforce the nightly rentals, and the parking issues that could arise.

Joan Card attended with her husband, and advised that they own property and live at 3764 Fox Tail Trail, located two lots away from the proposed Subdivision. They have been Park City residents since 2002. She stated that "greater Fox Tail" is a beautiful spot. Fox Tail Trail is a residential street, a cul-de-sac and a hiking and biking trail. Ms. Card added that the lots on Fox Tail Trail are the eastern most lots in the United Mines Company's first foray into residential development, known as Hidden Meadows. She explained that on her side of the street, the Rocky Mountain Power line limits development opportunities, making the cost of lots attainable to Park City locals. She noted that she and her neighbors owned the smaller homes in the subdivision, and the power line's constraints limit development opportunities on Lot 29, which remains vacant and is owned by long-time local, Mark Lampey.

Ms. Card stated that Fox Tail Trail and the cul-de-sac are used by many as trailheads for access to zoned and dedicated open space, which is by far this community's most important and popular amenity. On a daily basis and hourly in the mornings, evenings and weekends, Ms. Card stated that people walk their dogs, hike and bike past her house to access the trails. She described the property at issue as a community amenity. She requested the Commission not assume that the only people who have a stake in this lot are those who send written comments or attend meetings. She added that the City installed trail markers in the center of Lot 26 to guide the many users of this open space. For over two decades, users have understood that this property was *de facto* open space and open for recreational use. She questioned why the City would install those trail markers in the middle of Lot 26, and surmised that City Staff must have viewed that property as she would have when she was a City employee. Ms. Card advised that from 2010 to 2013, she was the City's Environmental Regulatory Program Manager and her responsibilities centered on understanding the environmental legacy of hard rock mining, and specifically understanding the roles and responsibilities of United Park City Mines Company and its parent, Talasker.

As part of her work, she was aware of Lot 26 on the Plat, and understood that it was never marketed for sale, never proposed for development and never would be. She offered that this would explain why the City installed trail markers in the center of Lot 26. She commented that

perhaps City Staff only recently learned that the recorded Plat for the Subdivision did not include Lot 26, despite indications on the former map. She was surprised at that information and felt it relevant to the Planning Commission's decision-making. Ms. Card submitted that United Mines Company and Talasker avoided their responsibilities to pay for their legacy of environmental contamination in the community and profited from development on their lands at and near Deer Valley Resort as well as their controversial and painful sale of Park City Mountain Resort to Vail.

Ms. Card stated that this way of doing business resulted in a bankruptcy where the bank lost its bet that the Mine Company and Talasker were worthy creditors. The City, the Planning Commission, the neighborhood and the trail users are now facing an unexpected application to create a new stand alone Subdivision and permit a 10,000 square foot house that would disrupt the historic use of the this special piece of land and the collective community expectations about that land. She noted that the standard for action on this application is good cause. According to the Staff Report, good cause means providing positive benefits, including public amenities and benefits, preserving the character of the neighborhood and Park City, and furthering the health, safety and welfare of the Park City community. Ms. Card expressed that the application required goodness.

Ms. Card offered that given everything she has raised, it was not only legally required that the applicant demonstrates that this project would be good for Park City, but also vitally important. She saw little, if anything, in the proposal or the Staff Report that demonstrated good cause. She added that good cause was not satisfied with findings that the proposal meets the Land Management Code or is better than the initial proposal. A good cause demonstration and finding must be made in a larger, community-focused context to ensure the furtherance of the health, safety and welfare of the Park City community.

Ms. Card stated that the Planning Commission is not an application mill. It should represent the people of Park City to make findings and recommendations to the elected leaders that are based on good cause for her, her neighbors and the greater community. She appreciated the Commissioner's service in the face of a difficult job, and reiterated that each Commissioner was appointed to represent the community as landowners, residents and members of the community. She felt that at this point, the community felt unrepresented because they have not be consulted or included by the bank or City Staff in the development of the proposal, except through the hearing process and their own efforts to contact Staff and the Commission.

She reported that the provision of limited information in the packet did not amount to consultation. This approach has left the community with inadequate opportunity to write letters and provide comments and reaction to the application and Staff's findings. She wanted more from the City government, which is why the Planning Commission's representation of the community is so important. Ms. Card requested the Planning Commission not approve the application before it tonight. She asked that her written comments be included as part of the paper file.

Chair Phillips reminded the public that they would need to keep comments to 3 to 5 minutes.

Randy Johnston stated that he resides in the house closest to this project at 3790 Fox Tail Trail. His wife, who is an architect, asked why this project should be allowed. He suggested that the approach should be whether there was reason to not allow this project. Mr. Johnston stated that good cause required an affirmative finding of a reason to approve a project. One basis given by REDUS to support good cause was that it would be unfair that the applicant and the

bank own 33 acres acquired through foreclosure that they could not develop. He observed that the prior owner owned the property for a long time with the same restrictions, and it was not unfair to them. The second basis for good cause suggested by Staff was that the applicant would give 28 acres to the City.

With regard to the issue of fairness, Mr. Johnston argued that it is not the Commission's job to make every business decision made by Wells Fargo and REDUS fair to them. They must live with the consequences of their business decisions the same way as everyone else. Based on the documents they have been able to locate and view, he explained that many years ago a bank made a large loan to a corporation that owned a lot of land throughout this County and took all of that land as collateral for the loan. This 33 acre parcel was part of that collateral. When the bank foreclosed upon default of the loan, it posted all of the properties for one foreclosure sale that made it impossible for anyone to buy the land other than the bank. He did not dispute that the bank expended money to purchase the land in foreclosure. Mr. Johnston also did not dispute the legality and the ethical approach the bank used from that point forward, since banks may not serve as land speculators. Mr. Johnston continued by stating that they sold this parcel to REDUS, who did not pay for it, but rather just signed a new note.

Chair Phillips asked Mr. Johnston to begin to wrap up his comments. Mr. Johnston stated that the public felt that they had not been given the opportunity to discuss these matters with the Commission.

He asked why it would be unfair to hold Wells Fargo to the consequences of their business decision. He felt it would not be unfair. Mr. Johnston referenced his previous written comments questioning the value of the lot due to the fact that it had been zoned Recreational use only for decades. He added that if the lot is of value, then let the City purchase it and don't put the cost entirely on the community. He urged the Commission to not trade a vote of the Commission for that land. He emphasized that he and his neighbors have felt a great deal of frustration, which lead them to be unnecessarily adversarial to the Planning Commission. He pointed out that Staff recommended approval of the previously proposed 700 foot driveway and nightly rentals until the public spoke up. He expressed no qualms with the applicant, but wanted them to live by their business decisions. He stressed that the Planning Commission represents the community to ensure that good cause exists. If longstanding rules could be changed this easily, he questioned why even have them in place.

Mr. Johnston asked the Commission to enforce the rules they have, and require REDUS and Wells Fargo to build on this lot with the existing rules so as to not burden the neighborhood with changes. He urged that it would not be unfair to require the applicant to live with the business decisions they made.

James Letchford returned to speak and advised that he has attended every meeting on this application. He echoed the comments of the neighbors and asked who represents them. He stated that during the last call he was cut off because he asked who [Planner] Browne [Sebright] worked for. He legitimately wanted to know whether he worked for the residents or the developer. Mr. Letchford observed that there were City resources committed to the development project but wondered who listened the residents. The residents' only opportunity to speak up has come during this public comment time. He referenced a comment by Mr. Ogilvy that he had spoken with 29 neighbors when, in fact, Mr. Letchford learned that 33 households had never heard from Mr. Ogilvy and three had heard from him and did not

respond. Mr. Letchford questioned how he, the most vocal opponent of this application, was somehow left off the list of people to contact.

During the last meeting, City Planner, Browne Sebright, only mentioned two public comments that expressed concerns with the trailhead and that the neighbors would lose some views. Planner Sebright did not advise the Commission about concerns over short term rentals or that the house should fall within the Hidden Meadows HOA to provide accountability and enforceability. Staff also did not advise that at one point there was petition signed by 100% of the neighbors that expressed opposition to this project.

Mr. Letchford commented that from the beginning of this project, the Planning Department approved of this application even with a 20,000 square foot house, 700 foot driveway and nightly rentals. He stressed that it took the neighbors to stand up and say that nightly rentals were not acceptable. He recalled that during the November meeting, nearly the entire Commission wondered how a home could be built in the middle of the Hidden Meadows community and not be in the Hidden Meadows HOA. During the last meeting, the Commission questioned how the home could be required to be part of the HOA. Out of principle and understanding that the entire neighborhood was against this project, Mr. Letchford asked how that could not be taken into account.

Mr. Letchford recalled that at the end of the last meeting, Mr. Ogilvy said "We've heard the concern over short-term rentals and we've satisfied them." Mr. Letchford stated that this statement was untrue. He explained that he moved from California, where he had lived in a beautiful area by the beach, and it turned into a "Rehab Riviera." With regard to the issue of nightly rentals, he offered scenarios such as one-year corporate retreats with a rotating door of parties, meetings and other events. He also offered up the scenario of a corporation signing a one-year lease to turn the home into a rehab facility, which is what occurred to him and his wife in California. In that scenario, because the individuals would be protected under the Disabilities Act, the facility would be untouchable. He stressed that these scenarios could happen in their neighborhood.

Mr. Letchford echoed the comments of his neighbors that the trailhead is used everyday by neighbors and the Park City community as a whole. He stressed that this is the residents' neighborhood and there were only two parties that would benefit from this project—Mr. Ogilvy and the bank he represents.

John Curtis stated that he resides at 3737 Solamere Drive. He echoed the comments of his neighbors and added that this application was uniformly opposed by the neighborhood and the HOA. He noted that this project would also affect the entire City. There has been a lot of money and effort spent by the City to preserve open space, and the promotion of enjoyment of the open space through trails and parks. He averred that if this project were approved, it would kill open space, would interfere with access to the trails, and would interfere with wildlife and migration. Mr. Curtis urged the Planning Commission to recognize that this would be a problem for the City, not just the neighborhood. He could not understand how the gift of land to the City would benefit the City, which already controls it. Mr. Curtis felt this would set a bad precedent for future development that if the City were given land, they would change the zoning.

Phil Palmantier [via Zoom] stated that he lives at 3798 Solamere Drive. He echoed the comments of the other neighbors. He stated that the proposed home would be a 10,000 square foot, 10-bedroom small hotel. He expressed that the comments to Mr. Ogilvy have gone

unanswered, yet he has falsely told the Commission that he addressed all of the concerns. Mr. Palmantier understood the nature of public participation and wanted to pose an invitation to Mr. Ogilvy to voluntarily join the HOA and become a part of the community. He suggested that in doing so, many of the issues raised today would go away.

If Mr. Ogilvy would join the HOA, the HOA would have an enforcement mechanism in contrast to the paper tiger of a Plat designation that would have no enforcement mechanism. Mr. Palmantier understood that if this application were approved with the Plat restrictions and comments, no one would enforce those restrictions. He asked the City if and how the restrictions would be enforced to prevent this from turning into a hotel. He urged the Commission to deny this application.

Matt Levinthal [via Zoom] advised that he and his wife reside at 3781 Fox Tail Trail, which is two houses down from the proposed development. He felt that the applicant had not listened to the local neighbors as to what would be appropriate for them and the community. He stated that the plan did not take into account what would be best suited for the neighborhood and for the rest of the City. He stressed that everyone in the neighborhood responded negatively about this project and that has fallen on deaf ears. Most importantly, if the development were to go forward, it would need to be in line with everything else in the area that preserves the quiet and natural setting. The home should also not be completely incongruous with the surrounding buildings. He noted that some of that could be addressed by joining the HOA, while some of it would be just plain good sense.

Mr. Levinthal referenced a number of letters sent by his neighbor, Mr. Johnston, to the Commission and the applicant about size and what would be appropriate with the rest of the development. There are no other 10,000 square foot houses in the neighborhood, and most are not even close. He urged that finding a way to create a development in line with the existing community and which would preserve the natural access and quiet was paramount to the neighbors. He requested the Commission consider this and reject the plan as proposed.

Cooper Williams advised that he lives at 3677 Solamere Drive and sits on the HOA Board. He stated that when this began last summer, he reached out to Planner Sebright and provided contact information to be passed on to Mr. Ogilvy. Mr. Ogilvy never contacted him until after the initial meeting. He expressed agreement with the other speakers and felt that Mr. Ogilvy was not very sincere in his approach to include the neighborhood. He agreed with the concerns about the potential of a residential rehab center or corporate retreat, which would seriously alter the neighborhood. He questioned whether the City would be able to police those uses, but felt that the burden fell on the City to ensure that this kind of environment did not occur. Mr. Williams understood that the area around this lot is a Sensitive Nature Corridor that runs north/south. They have recently had bear sightings next to the lot, as well as moose, deer, bobcats, mountain lions, turkeys and more. He asked whether any Environmental Impact Study was done, and felt that would be a prudent course for the City or the applicant to take.

There were no further public comments. Chair Phillips closed the public hearing.

Commissioner Hall asked Staff about the enforcement mechanism for the Deed Restriction. She understood that a Deed Restriction on the property would be more impactful than an HOA CC&R restriction because it would be recorded.

Planner Ananth stated that Deed Restrictions were recorded and therefore no buyer would purchase the property without being aware of the Deed Restriction; however, in general, enforcement is done by the Building Department based on a complaint. If a nightly rental were to occur and neighbor reported it, it would be enforced and eliminated. She confirmed that it would be the same enforcement mechanism used in a traditional HOA.

Senior City Attorney Harrington mentioned that if the Commission wanted to strengthen Condition of Approval 24 with additional enforcement language, he could suggest language to Planner Ananth. He noted the issues of enforceability raised by the public comment, and commented that the Commission had in the past added additional requirements such as a secondary agreement that would give the City increased enforceability authority beyond just the Plat.

Commissioner Hall added that a corollary to this would be that in addition to no nightly uses, there would be no commercial uses. She requested Staff elaborate more on how they could add that to Condition of Approval 24.

Planner Ananth stated that if they were legally able to do so, they could add additional language to prohibit group homes and would do that between this hearing and when it is presented to City Council.

Commissioner Kenworthy asked the applicant speak to the last question asked by the last speaker about joining the HOA. He also requested him to speak to the issue of enforcement.

Mr. Ogilvy stated that they have heard many comments regarding the enforceability of the nightly rental restriction. He explained that the application included a Deed Restriction in favor of the Hidden Meadows HOA. He stressed that this Deed Restriction would not just limit the property to 12-month rentals, it would prohibit transient occupancy with a fairly broad spectrum of definitions of what constitutes transient occupancy. He explained that his would address the scenario of a corporation renting the home for a year and populating it with different groups every weekend. He stated that he is the President of an HOA elsewhere in town, and its CC&Rs also prohibit transient occupancy and they have been successful in using that mechanism to stop it. He explained that by making the Deed Restriction in favor of the HOA, the HOA would be the beneficiary of that Deed Restriction and have the ability to take legal action against the property owner.

With regard to the comment that the Deed Restriction could be changed on a whim, Mr. Ogilvy stated that once it is recorded, the Deed Restriction could not be changed without the HOA's approval. He explained that their intent was to give the HOA an enforcement mechanism on the nightly rental issue. Mr. Ogilvy stated that given the hostile reception they received from the HOA to this application, the applicant was not interested in joining the HOA where they could dictate the size of house and architectural guidelines. He stated that he had been communicating with this community and did not get comments or suggestions for change other than to make public the 33 acres of private land.

He added that the current and prior owners had permitted the neighbors' use of the private land, but that does not make the land public. Mr. Ogilvy stated that applicant was not the type of property owner who would fence this property, but it would be within his legal rights to do so. The main trail would be completely untouched by this application. He explained that they were required to eliminate the shortcut trail in order to fit the house on the lot.

With regard to Condition of Approval 22, Commissioner Hall requested that the word “recorded” be included with reference to the easement.

Commissioner Kenworthy asked to see the Declaration of Restrictive Covenant and specifically wanted to see where the .9 of an acre was in regards to the Plat. He also referenced 2.(iii) of this document that stated that no significant vegetation should be removed from the Easement except pruning to construct and maintain private pedestrian trail shall be permitted. He expressed that he was trying to understand the private versus public as referenced in this language.

Planner Ananth explained that the Easement Area was part of the 3.8 acre parcel of Lot 1, and pointed out the location to the Commission. She added that it was a portion of Lot 1 that is within the ROS zone.

Commissioner Kenworthy asked if the applicant would be the only one who could grade for private trails on that area. Planner Ananth stated that it would have to be minimal, but agreed that there would be no public use of that area on Lot 1. She added that the public use would be re-routed to be completely outside of the 3.8 acres and within the ROS zone.

Commissioner Kenworthy observed that the applicant proposed allowing private access on that Recreation space that they would keep as their private Recreation space. Planner Ananth responded that any use by the applicant in that area would have to be an allowed use in that ROS zone. Therefore, they could maintain access, but there could be no structures.

Commissioner Hall reiterated her requested addition to Condition of Approval 22 to add “recorded” before a Certificate of Occupancy could be issued. With regards to Condition of Approval 24, she asked whether they could just direct the City Attorney to approve the requested language to ensure that the intent of the Commission is included.

Senior City Attorney Harrington stated that the requested additional language would further address the prohibition of commercial uses and more specifically address remedies and enforcement.

Commissioner Hall referenced Condition of Approval in terms of the financial responsibility for any relocation of the trail on both Lot 1 and Parcel A. She would add a semi-colon and add “as approved by the City Trail and Open Space Manager,” which would allow Mr. Deters the authority to ensure that it would be consistent with the City’s trail system.

Chair Phillips agreed with Commissioner Hall’s proposed amendments. Commissioner Van Dine also agreed.

Commissioner Kenworthy disagreed, and found the applicant did not have the good cause with the Recreation Open Space being used as private and being taken away from the public. He heard the applicant state that he did not want to conform to the HOA and instead wanted to be able to be bigger and different than the rest of the community. He understood that this was a very unique situation, but he could not find the good cause as the community had gathered repeatedly to provide an open door to join the HOA. He stated that he would vote against the applicant.

Commissioner Hall wished the applicant would join the HOA. Her issue was that in processing the application, being a good neighbor was not a requirement of the LMC.

Chair Phillips agreed that the Commission could not force an applicant to join an HOA. The Commission could also not deny the application based on popularity; as much as they care about the concerns of the neighbors, the Commission's job is to follow the LMC and the laws that dictate how they are to make their decisions. He felt they could not deny the application based on the applicant not wanting to join the HOA, or because the proposed project was not popular. He added that the history of ownership was not relevant to this decision, and they could not deny the application because there are trails. Chair Phillips felt that they had listened to the community and the neighbors and this project was in line with the LMC and more in keeping with the neighborhood given the restrictions agreed to by the applicant. He understood his position was not popular, but the issue was not what is popular but rather what laws of how they are to make their decision govern. Chair Phillips stated the application was rigorously tested and would comply as conditioned.

Mr. Letchford requested time to respond, which Chair Phillips allowed. Mr. Letchford noted the applicant had the closing comments and stated that the applicant's representation that he communicated with the neighborhood was not true. As the President of the HOA, he had never heard from Mr. Ogilvy until the last meeting where he apologized for leaving him off the list because he was too busy communicating with 29 other neighbors, which was untrue. There are 44 homes in the HOA, and 33 of them had never heard from Mr. Ogilvy. He reiterated the points raised by Mr. Johnston that they were asking "why not?" instead of "why should we do this?" There is an entire community saying that this is not okay. He stressed that the neighbors came with extreme opposition to this because it began with a 20,000 square foot house with a 700 foot driveway and nightly rentals, and it was clear from the outset that this would be a short term rental place.

Mr. Letchford sat through a 5 ½ hour meeting to comment on this application, and noted that during that meeting, a full time resident was denied a 163 square foot addition because two residents spoke up and objected to it. He was dumbfounded that the Commission was even considering this application. Moving trailheads that the entire City uses would be a reason to deny this application. He stressed that this application started with extreme variances to what was already recreational use. If this application was denied, this would remain Park City's land and the community could continue to use it. Chair Phillips stressed that they hear all of the comments.

Mr. Letchford asked how the fact that some Commissioners' terms would end would impact this application. Senior City Attorney Harrington stated that the current Commissioners continue to serve until the Council appoints a replacement. He added that action by the Commission tonight would be a recommendation from this body that would then be forwarded to the City Council, and pending appointments should not affect this item. Mr. Johnston reiterated his question about good cause.

Commissioner Hall addressed the public comment and stated that public comment does not serve to veto and override the LMC or State law that the Commission is bound to follow. She clarified that the Commission has listened and read the public comment and she sympathized with the public, but that does not mean that they can let personal preferences override the LMC. She reiterated that she would like the applicant to join the HOA, but there was nothing in the

LMC that requires that. She added that there were two denials on the agenda tonight, so the Commission does not simply rubber stamp every application.

In terms of good cause, Commissioner Hall stated that there were 28.9 acres that would be dedicated to Park City Municipal and Condition of Approval 13 provided for the 10-foot trail access easement. She added that currently there is an unofficial trail cut, which has been a windfall for the community for decades. However, just because the community has had this windfall does not mean that it overrides a personal property right.

Commissioner Kenworthy opined that the General Plan gave the Commission the authority to protect primary residents. The General Plan would look at this as a unique situation where the Commission could act. He understood the LMC, but noted the Pillars of the Community were laid out in the General Plan, which authorizes the Commission to deny this application based on good cause and the protection of primary residents.

Commissioner Hall disagreed with Commissioner Kenworthy's comment and reiterated that the criteria in the LMC specific to this application should govern. She felt that they have given a significant amount of weight to the public comment as reflected in the Conditions of Approval, and were trying their best to essentially make the applicant a good neighbor. She noted that the applicant was required to give public notice, but not to call everyone.

Chair Phillips agreed with Commissioner Hall's comments and recalled that the State's Ombudsmen had stated that the Commission could not deny a project based on something from the General Plan. It can be used to guide the LMC and for consideration only.

Commissioner Johnson asked the applicant to summarize the differentiating point in the CC&Rs and referenced Exhibit B and Lot 26. Mr. Ogilvy stated that other than tying into the current architectural guidelines of the Hidden Meadows HOA, they would be imposing all of the same restrictions contemplated in the original Plat and a nightly rental restriction that is more prohibitive than on any home in Hidden Meadows. He noted that any of the houses designated in the Plat are entitled to 10,000 square feet, and any of the homes in Hidden Meadows could request additions to 10,000 square feet.

Mr. Ogilvy stressed that this project was entitled in 1995, years before any of those who spoke tonight purchased their property. It was entitled for one Single-Family home of 10,000 square and 16,000 square feet of LOD. The proposal conforms to that entitlement. In addition, they pulled the home close to the cul-de-sac, which was the limited area available given the other restrictions on the property.

Commissioner Johnson observed that based on his review this application was within the Code and although he did not really like the project, he felt that the Staff Report was accurate.

Commissioner Van Dine echoed the comments of Commissioner Hall and Johnson, and Chair Phillips. As much as she did not like this project, she expressed that they deal with these issues all over Park City where space that is privately owned becomes open space by use. She agreed that while she does not like the proposal, they were still required to move forward with this application.

MOTION: Commissioner Johnson moved to forward a positive recommendation for City Council's consideration on July 21, 2022 for the Fox Tail Trail Subdivision, based on the

Findings of Fact, Conclusions of Law and Conditions of Approval in the Draft Ordinance, attached as Exhibit A to the Staff Report, as amended.

Commissioner Van Dine seconded the motion.

VOTE: Commissioner Hall-Aye; Commissioner Johnson-Aye; Commissioner Van Dine-Aye; Commissioner Kenworthy-Nay; Chair Phillips-Aye. The motion passed 4-to-1.

B. Parcel PC-900-4 - Conditional Use Permit - The Applicant Proposes to Move and Reconstruct the Burns Ski Lift and Relocate and Regrade the Lower Little Stick Ski Run. PL-22-05237.

City Planner I, Lillian Lederer, stated that the subject property is located at Parcel PC-900-4 in the ROS Zone and Sensitive Lands Overlay. The applicant proposed to construct, move and reconstruct the Burns Ski Lift and relocate and re-grade the Lower Little Stick Ski Run. She reported that the Flagstaff Development Agreement outlined future review processes for Deer Valley Ski Lifts consistent with the Deer Valley Ski Area Master Plan. Staff received an Administrative Conditional Use Permit ("ACUP") application for the Snowflake Lift and determined that the lift was outlined in the Development Agreement and subject to Administrative review. Staff approved the ACUP on May 19, 2022.

Planner Lederer stated that Staff found that the Burns Lift was not outlined in the Development Agreement, and therefore required a separate Conditional Use Permit ("CUP") with Planning Commission Review. She confirmed that tonight's item would only involve review of the Burns Lift. She explained that the current Burns Lift is a 909 foot long fixed grip double chair with a capacity of 950 persons per hour ("pph"). The proposed Burns Lift would become a 1,070 foot long detachable quad chair with a pph of 1,800.

Planner Lederer stated that the current Snowflake Lift that has a capacity of 950 pph, was approved to extend to 1,000 pph. The current Burns Lift that runs nearly parallel to the Snowflake Lift, also has a current capacity of 950 pph. She noted the beginner pod capacity of approximately 2,000 pph. She presented a graphic that showed the proposed relocation of the Burns Lift, and stated that it would almost double the capacity, while only extending it by a few hundred feet.

Planner Lederer noted that the applicant explained that the beginner pod capacity would not be increased as a result of this change. Because Snowflake Lift reaches the bottom, there was no other way to get to the Burns Lift, and effectively the Snowflake Lift would meter the Burns Lift and would keep it at 1,000 pph. She explained that the proposal met the requirements for the ROS Zoning District outlined in the LMC, wherein Passenger Tramway Stations and Ski Lift uses require a CUP. The zone setbacks are 25 feet, and the new lift's terminals and towers would be at least 500 feet from existing dwellings. The maximum zone height is 28 feet and the new lift's terminals would be 25 feet, while the new towers would range from approximately 30 feet to 41.5 feet. She noted that the LMC allows the Planning Director to determine that the lift towers may exceed the maximum zone height.

Planner Lederer reported that the proposal also met the requirements for the Sensitive Lands Overlay. Pursuant to the LMC, development is not allowed on very steep slopes; however, the Planning Commission may review the proposal and approve the construction if the proposal:

- Does intrude on Ridgelines;
- Does not create excessive cuts into the slope;
- The LOD is limited to the scope of the project and adjacent affected areas are mitigated through vegetation; and
- No additional erosion hazard is created.

She noted that the criteria of organized units and massing were not applicable to this application. Staff found the proposal compliant with these requirements, as well as the requirements of the Sensitive Lands Overlay wherein it complied with Steep Slopes construction. She noted that the lift would be visible from Snow Park Lodge, but not visible from Ridgelines. She stated that all impacted vegetated would be re-vegetated as outlined in the Conditions of Approval. No wetlands would be impacted by this project. Planner Lederer noted that there was a stream nearby, but the proposal would not affect that stream. She added that the re-vegetated areas would be required to comply with the Wildland-Urban Interface Code. She stated that the new lift would not significantly impact habitat areas.

Planner Lederer explained that the application also met the requirements for CUP outlined in the LMC. She highlighted traffic and off-street parking and stated that because the Beginner Pod was not increasing, there would not be an increase in traffic or require additional off street parking. She stated that the proposal also met the requirements for Passenger Tramways and Ski Base Facilities under the LMC. She again highlighted parking and traffic and explained that it was compliant with the criteria.

She reported that the Development Review Committee, as well as the Planning, Building and Engineering Departments reviewed this application and no significant issues were raised. On June 8, 2022, Staff published notice of this application to the City website, City Hall and the property. Notice was published in the *Park Record* on June 8th, and courtesy copies of notices were mailed to property owners within 300 feet on the same date. She stated that Staff did not receive any public input prior to publication of the Staff Report.

Planning Lederer stated that the Planning Commission may approve the CUP, deny the CUP and direct Staff to make Findings for the denial, or the Planning Commission may request additional information and continue discussion to a date certain. She stated that Staff recommended the Planning Commission review the proposed plan, conduct a public hearing, and consider approving the CUP based on the Findings of Fact, Conclusions of Law and Conditions of Approval.

Chair Phillips noted the presence of the applicant and welcomed and congratulated Hannah Tyler, Deer Valley Resort on her new position. Steve Moak from Deer Valley Resort, explained that the impetus for this project was the beginner experience at Deer Valley. He stated that the current Burns chair was original to the resort and was aging out. When they looked at the beginner terrain, they have Burns Lift, what he called Lookers Left, and Snowflake Lift was on Lookers Right. A skier has to ride Burns Lift to get to Snowflake. He explained that they shortened Snowflake in 2011 to accommodate the Carpets. Mr. Moak stated that as the Burns Lift aged out, they analyzed whether the beginner terrain needed to be this way. They decided that moving the Carpets to Looker Left, where Burns currently sits, opening the center and extending Snowflake was the best use of that terrain and would be a better experience for the beginner skiers. He mentioned that ski school is a huge component of their business.

As part of this process, they thought about how Carpenter was one of their busiest lifts, and how the Mountaineer pods was one of the least visited lifts. The Burns Express Lift would be a jumper lift that would get users to the ridge above St. Regis, and then ski to the bottom of Mountaineer, take Mountaineer to the top and then take Deer Hollow. Mr. Moak stated that Deer Hollow is a green trail and an amazing beginner experience. He explained that moving beginners to the under utilized area with better terrain than Ontario would be a great concept.

He also pointed out that the new Burns Express would be a high speed quad and the first auto-restraint bar in North America, meaning that riders do not have a choice whether the restraint bar comes down. As the lift approaches the top terminal, the bar raises for the user. He noted that the industry has seen that a majority of skiers lift the restraint bar way too early. Mr. Moak offered that this would provide a much safer experience for their beginner skiers. He explained that the re-grading of the Little Stick run would involve abandoning Lower Little Stick, folding it in as much as possible, and re-vegetating it. He stated that there is a City water line on that trail.

Another benefit of this project would be that the confluence would be moved further downhill and have a lower grade, enhancing its safety. They would also be able to widen the run. He pointed out that in addition to benefitting the beginner experience, these changes would benefit the entire guest experience because currently, Carpenter is the busiest lift. These changes would take the load off Carpenter, especially between 9:00 a.m. and 11:00 a.m., and move skiers, especially ski schools, to Mountaineer.

Commissioner Van Dine asked how wide they anticipated Lower Little Stick to be after the re-grade. Mr. Moak stated that it would be approximately 30 feet wide, and it is currently 24 feet wide. With respect to snowmaking, it would be built-in and the current hydrants on Lower Little Stick would be abandoned; they would be able to move some of the above-ground hydrants to the new Lower Little Stick. There would be the same amount of hydrants on the new Lower Little Stick.

Commissioner Van Dine felt that this would improve the skier experience, and getting children out of the base area would be nice. She also felt that using Mountaineer was a good option for spreading people out in the morning.

Commissioner Hall asked if this was envisioned to relocate people from Snow Park to the Jordanelle side for parking. Mr. Moak stated that was not the impetus, but it would benefit those skiers who start their day at Snow Park. Commissioner Hall clarified that she wondered whether this would facilitate an exit for those skiers at Snow Park that parked at Jordanelle. Mr. Moak stated that with these changes, a skier could take Snowflake to Burns Express to get to Jordanelle.

Commissioner Kenworthy asked the applicant to speak to the issue of capacity. Mr. Moak stated that current Burns Lift has a capacity of 950 pph, while current Snowflake had a capacity of 950 pph. In order to access Snowflake, skiers must take the Burns Lift. He explained that the extension of Snowflake would increase its capacity to 1,000 pph, and to get to Burns Express, skiers would have to ride Snowflake. He explained that this change would not increase uphill capacity; it would only extend a fixed grip double to get to a detachable quad. A skier would then have to ski from the top of Burns Express to another quad to get to any appreciable downhill skiing.

It was clarified by Planner Lederer that the movement of Carpets was not specifically addressed in the LMC. Pursuant to the LMC, a CUP relates to new ski runs and ski lifts. It was clarified that the Carpets would not reach this new lift.

Commissioner Johnson sought clarification that skier capacity would not increase at Snow Park. Mr. Moak confirmed that capacity would not increase at Snow Park.

In response to an inquiry, Mr. Moak stated that the new Burns Express would be almost exactly the size of Homestake.

Chair Phillips opened the public hearing.

Steve Mote stated that he has lived at Black Diamond for approximately 17 years. He expressed that this plan made a lot of sense and would lessen the congestion at the bottom of the hill and give people more ways to get up the hill. He was formerly on the Board at Black Diamond, and while he could not speak for them, felt that they would all be in favor of this as well. He encouraged approval of this CUP.

Christie Hind identified herself as the Executive Director of Park City Ski and Snowboard. She expressed strong support for this project. Ms. Hind stated that Deer Valley has been an incredible partner to their club for years, and serves on their Board to ensure that they meet the needs of local athletes. She felt strongly that the project hits the mark on the issue of public served purpose. The beginner experience is what they are about, and this project would be beneficial for that experience. The enhanced safety features would help with the safety issues on the lift. She commended Deer Valley for this project.

Tyler Mugford stated he was present on behalf of the St. Regis, but also as a parent of four children under 8 years of age. He strongly supported this project and felt that spreading beginner traffic would be a wonderful adjustment and represented progressive thinking in terms of lift safety. He felt this would continue to elevate Deer Valley as a world-class resort.

There were no further public comments. Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to APPROVE Parcel PC-900-4 Conditional Use Permit based on the Findings of Fact, Conclusions of Law and Conditions of Approval as follows:

Findings of Fact

1. The Site is located at Parcel Number PC-900-4.
2. The Site is located in the Recreation and Open Space (ROS) Zoning District.
3. The Applicant proposes to remove, move, and rebuild the Burns ski lift and regrade of the Lower Little Stick ski run
4. The Lower Little Stick ski run will be 2/3rds regraded.
5. The existing lift towers are between 20' and 45' in height.

6. The proposed four new lift towers are between 29.9' and 41.5' in height.
7. The new lift terminals will be 25' in height.
8. The existing lift is fixed grip double chair, and has a capacity of 950 people per hour (pph).
9. The proposed lift will be a detachable quad chair and has a capacity of 1,800 pph.
10. The 1800 pph of the Burns lift is effectively metered by the Snowflake lift's pph of 1000 and therefore has no impact on parking demand.
11. Staff reviewed the Parcel Number PC-900-4 Conditional Use Permit Application for compliance with LMC Chapter 15-2.7, Recreation and Open Space (ROS) Zoning District, Chapter 15-2.21, Sensitive Land Overlay (SLO) Zoning District, Section 15-4-18 Passenger Tramways And Ski Base Facilities, and Section 15-1-10 Conditional Use Review Process.
12. The new Burns lift and regraded Lower Little Stick ski run comply with setbacks in the ROS Zone.
13. The new terminals are at least ~500 feet away from the nearest residence.
14. Under SLO criteria, the Planning Commission found:
 - i. The new terminals and towers are proposed to be built on Very Steep Slopes and;
 - ii. An intrusion into the Ridgeline areas is not created.
 - iii. The project does not create an excessive cut into the slope.
 - iv. The Limit of Disturbance is limited to the project scope, and surrounding areas will be revegetated.
 - v. Erosion hazards will be mitigated through re-vegetation.
 - vi. The plan does not propose the construction of units.
 - vii. The plan does not propose additional Density massing.
 - viii. The scope of the project is limited to the proposed plans.
 - ix. The new location of the Burns lift does not have a significant impact on any ridgelines. The current lift is visible from the Snow Park Lodge vantage point, and the new location will also be visible from this point.

- x. Vegetation will be impacted by the installation, and the surrounding impacted areas will be revegetated with native vegetation.
 - xi. No wetlands are within the proposed project area. The new lift and graded run will not significantly impact the runoff that feeds the creek.
 - xii. The project area shall comply with the WUI.
 - xiii. The new lift and ski run area will not create a significantly larger impact on the existing habitat areas.
15. Under CUP criteria, the Planning Commission found:
- i. The site is existing, with existing ski lifts and runs. The old part of the ski run shall be revegetated to mitigate impacts of the new part of the run.
 - ii. The proposed lift and ski run will be constructed within the resort property and will not impact traffic. The proposal will not increase the base capacity of the beginner section of the mountain, and therefore will not increase traffic.
 - iii. The Development Review Committee reviewed the proposal and did not identify any impacts to utility capacity.
 - iv. The ski lift will not impede Emergency Vehicle Access.
 - v. The proposed ski lift will not increase the base capacity of the beginner section of the mountain, and therefore will not increase parking demand.
 - vi. The ski lift and run will affect the internal pedestrian circulation system but make it easier to move beginner skiers around the mountain.
 - vii. Impacted vegetative areas must be revegetated (see Condition of Approval 6). The old Lower Little Stick ski run shall be revegetated with Deer Valley Mountain Mix.
 - viii. The open space will be made more accessible to beginner skiers, and the beginner ski terrain and circulation will be efficiently redistributed.
 - ix. There are no proposed outdoor lighting or signs.
 - x. The new terminals will be compatible with existing terminals. The new towers will be galvanized steel, which match existing towers.
 - xi. The new Burns lift will be 70 to 75 decibels at the drive terminals, typical for ski lifts. The new lift will be at least 500' away from existing residences, which reduces the overall sound impact from the proposal.
 - xii. The expected ownership is Private, by Deer Crest Associates I, L.C.

- xiii. The project complies with the Sensitive Land Overlay.
- xiv. The proposed Use of the Site is consistent with the Small Town and Natural Setting Goals of the General Plan, specifically the goals to further the City's role as a world-class destination and supporting high quality recreation in open space.
- 16. Under Passenger Tramways And Ski Base Facilities criteria, the Planning Commission found:
 - i. The Applicant has permission from the Owner of the property to install the lift.
 - ii. The proposed lift will extend a distance of at least ten feet outward from the vertical plane.
 - iii. The base and terminal facilities of the ski lifts are prohibited from and will not be constructed in the HR-1 or HRL zones, per the LMC.
 - iv. The ski lift will not be constructed over public roads.
 - v. The ski lift will not be constructed over any wires or utility lines.
 - vi. The ski lift expansion will not increase the base capacity at the beginner section of the mountain, and therefore will not impact parking.
 - vii. The purpose of the expanded Burns lift is to better circulate beginner skiers on the mountain in existing ski terrain and runs. A decrease in beginner base lift capacity, while making the beginner area safer and more efficient, serves the overall community goals by implementing world class resort planning, pursuant to the General Plan, Deer Valley Lower Neighborhood. Also, the lift reduces or will not impact the adjoining properties or parking in the Historic Districts.
- 17. Staff posted notice to the City website, City Hall, and the property on June 8, 2022.
- 18. Staff mailed courtesy notices to the adjacent property owners on June 8, 2022.
- 19. On June 8, 2022, the Park Record published legal notice.

Conclusions of Law

- 1. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.7 Recreation and Open Space (ROS) Zoning District, Chapter 15-2.21 Sensitive Land Overlay (SLO) Zoning District, 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. This action letter is only applicable to the Burns ski lift, and Lower Little Stick ski run.
2. Final building plans and construction details shall reflect substantial compliance with the final plans submitted on June 15, 2022, to the Planning Department. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning Department may result in a stop work order.
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. The lift shall extend a distance of at least ten feet outward from the vertical plane and shall not encroach into Setbacks.
6. No signs or outdoor lights are approved.
7. All vegetation removal shall be kept to a minimum and impacted vegetative areas shall be revegetated and compliant with the Wildland-Urban Interface Code. The unused portion Lower Little Stick ski run shall be revegetated. The Applicant shall provide a re-vegetation plan identifying all significant vegetation impacted by the lift removal. All replacement vegetation shall be designed to control erosion and to restore native, water-wise, and fire-resistant ground cover as quickly as possible after ground disturbing activities. The revegetation plan shall be submitted with the Building Permit application, reviewed, and approved by the Planning Director.
8. The new towers shall be galvanized to match the existing towers.
9. The project is subject to safety regulation by the Passenger Tramway Safety Committee of the State Department of Transportation.
10. The new lift terminals shall comply with the City Noise Ordinance, Chapter 6-3.
11. The Applicant shall comply with the 25-foot ROS Setback requirement for all structures and staging areas.

12. The existing Burns lift, including all towers and terminals, shall be dismantled and moved off-site prior to the operation of the new lift.

Commissioner Van Dine seconded the motion.

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

C. 405 Woodside Avenue - Subdivision Plat - The Applicant Proposes Creating a Single Lot of Record From An Existing Metes and Bounds Parcel in the Historical Residential - 1 Zoning District. PL-22-05184

City Planner, Spencer Cawley, noted that the applicant was not present. He explained that this property is bound on three sides by the Treasure Hill Subdivision, Phase 1, and contains a historic structure and an accessory structure as allowed in the Historic Residential-1 ("HR-1") zone. He explained that there are also two sheds, one of which encroaches the right-of-way. There are additional encroachments that do not have existing easements. He noted that this property was not included on the Park City Survey.

Planner Cawley reported that Staff found this proposed Subdivision complied with the HR-1 Zoning District requirements. Some of the standard Conditions of Approval would require the applicant or future property owner comply with the current LMC standards and go through a Historic District Design Review ("HDDR") process if they intend to undertake any renovations or additions to the historic structure. He also advised that Staff found good cause for the Subdivision because the HR-1 Zoning District character would be retained. Staff also found that no public street or right-of-way would be vacated or amended with this Subdivision. He mentioned Condition of Approval 7 that requires removal of the encroachments into the right-of-way or the neighboring property to the south, or, alternatively, that an encroachment agreement be entered into with those property owners and with the City and recorded with the County prior to recordation of the Plat. Staff also found that no easement was vacated or amended as a result of this Subdivision.

Planner Cawley reported that the Development Review Committee met and reviewed the proposal on April 19, 2022 and did not identify any issues. He requested the Planning Commission review the Subdivision application, hold a public hearing, and consider forwarding a positive recommendation for the City Council's consideration on July 21, 2022 based on the Findings of Fact, Conclusions of Law and Conditions of Approval. In response to a question by Chair Phillips, Planner Cawley confirmed that this Subdivision would not create any further non-compliance.

Commissioner Hall suggested adding some language in the Conditions of Approval regarding review of any additions or renovations by the Historic Review Board. In response to an inquiry from Commissioner Johnson seeking clarification of the communications with the owner, Planner Cawley explained that yesterday he received a hand-delivered letter from the property owner stating that they did not agree with their designation as the applicant, and felt it was misleading. The owner stopped by the Planning counter today, and there was discussion that as the property owner, they would be considered the applicant and they had signed the Affirmation of Sufficient Interest. He represented that the owner understood that clarification.

He mentioned that there was confusion in that the owners were looking to sell the property and this issue could have been the result of a discussion with a realtor. He stated that the applicant asked Staff to move forward with the application.

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

MOTION: Commissioner Johnson moved to forward a positive recommendation for City Council's consideration on July 21, 2022 for the 405 Woodside Avenue-Subdivision, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as contained in the Draft Ordinance attached as Exhibit A to the Staff Report, and as amended for Condition of Approval 6.

Commissioner Hall seconded the motion.

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

D. 115 Sampson Avenue - Plat Amendment - The Applicant Proposes Amending 115 Sampson Avenue Subdivision for the Purpose of Exchanging Land with Park City Municipal and Creating a Property Boundary Line that is Parallel with the Existing Asphalt of Sampson Avenue in the Historic Residential - Low Density Zoning District. PL-22-05180

Planner Cawley reported that the applicant, Christopher Goff, was present. He explained that this property is located in the Historic Residential-Low Density Zoning District. He presented a graphic showing the unusual lot configuration that plays into this application. He explained that this property traditionally was accessed from Norfolk Avenue, which is the front of the property. Because other property owners bind the property on three sides, the only way to access the site is from Sampson Avenue.

Planner Cawley presented an image of the property from Sampson Avenue and noted that it is steep and decreases in topography as it heads toward Norfolk Avenue. He stated that the property contains a Significant Historic Site, along with three non-historic sheds, and a staircase for the property owner to access the property from Sampson Avenue. He pointed to the location of an easement for a parking pad.

Planner Cawley explained that this application included a petition that the City vacate a right-of-way; it also includes a dedication of property to the City. He pointed out the Utah Avenue right-of-way, which is the original right-of-way in that area. The area petitioned to be vacated by the City totals approximately 112 square feet. The applicant would dedicate an equal portion to the City. He presented an image to explain that when this was first subdivided in 2014, one of the Conditions of Approval was to dedicate the portion identified in red to the City. The yellow highlighted area would be the additional portion to be dedicated, while the area highlighted in green represented the area to be vacated.

Planner Cawley stated that the proposed Plat Amendment complied with the Historic Residential-Low Density Zoning District requirements. The unusual lot configuration played into requiring the applicant to record the setbacks on the new Plat. He explained that the setbacks for unusual lot configurations are to be determined by the Planning Director, who determined

that there were four 5-foot side setbacks, three 15-foot front setbacks and one 15-foot rear setback. He added that the minimum lot width must be 35 feet, as measured from the front property line; however, because the front property line is toward Norfolk Avenue, it is only 25 feet wide. The LMC allows the Planning Director to determine the lot width measurement on an unusual lot configuration. He explained that the front lot line was actually measured 56 feet back from the 25-foot front lot line, giving it a 73 foot width.

Chair Phillips asked why Norfolk Avenue was considered the front when access was from Sampson Avenue. Planner Cawley explained that traditionally, the property was accessed from Norfolk Avenue. The historic structure faces Norfolk Avenue, and any additions that the owner might make to the historic structure would be required to be made to the rear of the structure, which is why Sampson Avenue is considered the rear lot line.

Planner Cawley stated that he City could find good cause for the petition to vacate a public right-of-way if the proposal does not increase density, is compatible with the neighborhood, and the utility of the existing right-of-way is no longer significant. He referenced City Resolution 8-98. He pointed out that the Utah Avenue right-of-way as it enters into Section 16 changed quite a bit. As the subdivisions in Section 16 were created, it resulted in a narrower Sampson Avenue.

Planner Cawley continued by stating that the right-of-way vacation and dedication would not conflict with the adjacent residents' rights or cross the Utah Avenue centerline. He reported that Staff found good cause for this Plat Amendment because the proposal was consistent with the zoning district and it would preserve present land uses and the character of the zoning district. It would also encourage construction of historically compatible structures that contribute to the character of the Historic District. He added that there would be no public street or right-of-way vacated or amended. The petition to vacate would not increase the density or decrease the width of Sampson Avenue, nor would it impact the utility of the right-of-way.

Planner Cawley explained that the intent of the Plat Amendment was to memorialize the vacation and dedication of right-of-way. No easement would be vacated or amended, and the applicant indicated that they do not intend to vacate or amend the 2015 Encroachment Permit. He reported that the Development Review Committee met on March 1, 2022, reviewed the proposal and did not identify any issues.

Staff recommended that the Planning Commission review the 115 Sampson Subdivision-First Amended Plat, conduct a public hearing, and consider forwarding a positive recommendation for City Council's consideration on July 21, 2022, based on the Findings of Fact, Conclusions of Law and Conditions of Approval.

Chair Phillips opened the public hearing. There being no public comment, Chair Phillips closed the public hearing.

MOTION: Commissioner Kenworthy moved to forward a positive recommendation for City Council's consideration on July 21, 2022 for 115 Sampson Avenue Subdivision-First Amended Plat, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the Draft Ordinance attached as Exhibit A to the Staff Report.

Commissioner Hall seconded the motion.

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

E. 949 Empire Avenue - Plat Amendment - The Applicant Proposes Removing an Internal Lot Line to Create a Single Lot of Record in the Historic Residential (HR-1) Zoning District. PL-22-05158

Planner Cawley explained that this Plat Amendment was similar to a Plat Amendment approved for 953 Empire Avenue. He presented an image that showed the two lots. He explained that currently there was no structure on the site, as a previous structure was demolished in 2013. There is, however, a double garage that sits at the front of the property. He explained that the garage on the left is on the property and encroaches onto the neighboring property by approximately four feet. He noted that the last time this application was before the Commission, it was continued because the applicant needed to work with the neighbor to resolve issues with the demolition of the garage. He noted that this was a Condition of Approval.

Planner Cawley presented an image showing Single-Family homes on Lowell Avenue that have parking on Empire Avenue. There is a staircase between the two properties for the use of the property owners to access parking and their homes. He stated that the proposed Plat Amendment complied with the HR-1 Zoning District requirements. He added that this is an unusual lot configuration, and the Planning Director made determinations on the setbacks, which also include Conditions of Approval 7, 9, 10 and 11. The majority of those would require the applicant to address the encroachments that currently exist and resolve the issue around demolition of the garage.

Planner Cawley reported that Staff found good cause for removing the lot line, because the present land uses and character of the zoning district would be retained. No public street or right-of-way would be vacated or amended, and no easement would be vacated or amended. He advised that the Development Review Committee met on March 1, 2022, reviewed the proposal and did not identify any issues.

Staff recommended the Planning Commission review the 949 Empire Avenue Plat Amendment, hold a public hearing, and consider forwarding a positive recommendation for City Council's consideration on July 21, 2022 based on the Findings of Fact, Conclusions of Law and Conditions of Approval.

Commissioner Hall referenced Condition of Approval 5 that referenced the portion of the garage to be removed from SA-301-B, but noted that Condition of Approval 9 referenced obtaining permission and approval from the owner of SA-301-E for the encroachment. Planner Cawley explained that the property owner of SA-301-E would retain the other portion of the garage, and part of the rear of the garage encroached onto SA-301-B.

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

MOTION: Commissioner Van Dine moved to forward a positive recommendation for City Council's consideration on July 21, 2022 for 949 Empire Avenue—Plat Amendment, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the Draft Ordinance attached as Exhibit A to the Staff Report.

Commissioner Kenworthy seconded the motion.

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

- F. Parcels PCA-62-A-1-A-X, PCA-62-A-X, PCA-61-X, PCA-61-E-X, PCA-59-X, PCA-62-G-X, IHPCMC-1-2AM - Appeal of an Administrative Conditional Use Permit - The Appellant Appeals the Administrative Conditional Use Permit to Upgrade the Existing Silverlode Lift and Install a New Chair (Chondola Lift) Under the Park City Mountain Resort Mountain Upgrade Plan. PL-22-05249.**

Commissioner Van Dine announced that she would abstain from the vote.

Planner Lederer advised that they received edits to the Final Action Letter from the appellants. She represented that Commissioner Laura Suesser advised via email that she agreed with most of the edits, with the exception of one item. Planner Lederer indicated that the Planning Commission was to decide if they agreed with the appellant's edits, and/or determine whether any other changes were needed.

Chair Phillips noted that these edits had not been made publicly available for others to see. Planner Lederer confirmed that the edits came in after the Staff Report was published.

Senior City Attorney Harrington confirmed that the edits were provided to the applicants, and they would be part of the record. He clarified that this item was primarily for Commissioners Johnson and Kenworthy to weigh in on Commissioner Suesser's proposed edits, and/or whether there was additional feedback on the findings in the Draft Action Letter. He added that Commissioner Suesser was unavailable for this meeting and that Commissioner Hall might vote to approve the Findings even though she was in the minority in terms of the vote. He stated that the Commissioners could rely on the representations of the majority that was present to approve the written record without acquiescing to the findings. The negative vote would still be of record. He confirmed that three total votes would be sufficient.

Commissioner Kenworthy stated that the redlines were consistent with Commissioner Suesser's email. Planner Lederer clarified that Commissioner Suesser most recent email changed Finding of Fact 12.

Planner Lederer shared the Final Action Letter as published with the Packet and the Final Action Letter as edited by the appellants. She highlighted Commissioner Suesser's additional edits to Finding of Fact 12.

Commissioner Johnson liked Commissioner Suesser's edit to the appellants redline and would prefer to use that. He stated that he was okay with the other edits. He offered that Finding of Fact 12 as edited by Commissioner Suesser flowed better.

Commissioner Kenworthy found the verbiage similar in intent and did not see a major difference. Planner Lederer offered that Commissioner Suesser restated her findings from the last meeting, and the Commission just needed to come to an agreement on whether to use her language or the appellants' language. Commissioner Kenworthy stated that he would agree with Commissioner Suesser's language.

Commissioner Johnson asked if the first and last bullet points in Finding of Fact 12 were redundant. Senior City Attorney Harrington opined that it reflected a specific comment that some of the Commissioners made regarding Figure IV-1 versus the general conclusion in the other one.

Commissioner Kenworthy suggested a change to the language that the lease for additional parking at the High School was limited to weekends. He was unsure whether that would include holidays, because the eight days were defined as Saturdays and Sundays only.

Commissioner Hall asked if the lease was not to include consecutive weekends. Commissioner Kenworthy advised that he did not see the "consecutive" language. Commissioner Hall then noted the language that "there would be no consecutive weekend use approved."

Commissioner Kenworthy would add to that same bullet point that the minimum number of stalls available on those days should be defined. He would end that point with "therefore, insufficient to properly mitigate."

Chair Phillips sought clarification of the language "not to be used consecutive weekends" would mean a weekend on and weekend off. He asked how they would even get to eight days. Commissioner Hall suggested that would include holidays.

Senior City Attorney Harrington noted that they were quoting from one section of the lease that was likely conflicted by a different part of the lease; the specific days in the front page were listed, and the form agreement had a standard provision stating it could not be used. He felt the lease was not edited appropriately which created another discrepancy. He stated that they do not have to resolve it, the Commission was just pointing out that the lease says what it says.

Commissioner Kenworthy observed that the lease was ambiguous at best with the units defined at 300 – 600 and the "no consecutive weekends" left in. He added that this lease was not clear enough to define mitigation for the increase in parking because it is too ambiguous.

Commissioner Hall stated that she voted to deny the appeal, and sought clarification that she was simply to confirm that this is what occurred at the meeting and what the majority voted. She explained that she did not find that the Development Agreement defined Comfortable Carrying Capacity ("CCC"), which resulted in a fluid formula. She asked if her position was included in this Final Action Letter.

Senior City Attorney Harrington confirmed that she would just be approving as to form based on reliance on Commissioner Suesser's representation of her findings.

Planner Lederer confirmed that the changes to be made were the appellants' changes, with the exception of the second bullet point under Finding of Fact 12 where they would use Commissioner Suesser's wording that states "The total CCC analysis due to the lift upgrades contains discrepancies in vertical demand between the 1998 Mountain Upgrade Plan and the proposed CCC table submitted by the applicant. Discrepancies also exist in the CCC analysis and appropriate vertical demand calibration for the Eagle Lift, Silverlode and King Kong between S.E. Group, the applicant's consultant and Ecosign, Park City Municipal's consultant. Therefore, the total operating CCC of 12,860, nor 13,130 claimed to be the alternative by the applicant have not been verified. As a result, it is not possible to accurately assess the required parking and other mitigation measures."

Planner Lederer also confirmed that they would add the following to bullet three under Finding of Fact 12 that states “The number of stalls to be used was not defined and therefore insufficient to properly mitigate.”

Commissioner Hall suggested that under Conclusions of Law 1, the following should be added: “Accordingly, the Planning Director lacked administrative review to process the ACUP, and that is why the appeal is being granted.” Senior City Attorney suggested adding this language as the second sentence in the Order.

Commissioner Kenworthy noted that with respect to Finding of Fact 12, they needed to clarify that the total operating CCC remained undefined. Commissioner Johnson agreed. Commissioner Kenworthy suggested adding “and/or defined” to the following sentence: “Therefore, the total operating CCC of 12,860, nor 13,130 claimed to be the alternative by the applicant have not been verified.”

MOTION: Commissioner Kenworthy moved to APPROVE the Planning Commission's Final Action Letter, as amended.

Commissioner Johnson seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Van Dine abstained.

G. 543 Park Avenue – Hotel, Minor Conditional Use Permit – The Applicant Requests a Minor Hotel Conditional Use Permit to Convert the Washington School Inn, a Landmark Historic Structure on the Park City Historic Sites Inventory in the Historic Residential-1 Zoning District, from a Bed and Breakfast to a Minor Hotel with Accessory Facilities for Events. PL-20-04477

City Planner, Browne Sebright, reported that this matter was subject to two Work Sessions and two public hearings. During the last public hearing, the Commission directed Staff to draft Findings for denial of the CUP for a Minor Hotel. He stated that since that meeting, they received one additional public comment by the representative of the neighbors that suggested edits to the Draft Final Action Letter. The edits were suggested to Findings of Fact 7, 9, 10 and 12. He stated that some of these edits were inclusive of references to the Conditions associated with the 2010 CUP for a Private Recreation Facility, which was the lap pool behind the hotel. There was also a reference to the 1983 CUP, which was for the Bed and Breakfast that this Minor Hotel CUP would have replaced. There was an additional reference to LMC definition of uses.

He reported that Staff's review found that some of the proposed edits were favorable, some they would defer to the Commission, and some would not be worthy of inclusion. Planner Sebright added that they inadvertently included a reference to Exhibit D in the background document that was included in prior Staff Report Packets. He advised that Staff recommended the Commission review, amend as necessary and approve the Draft Findings of Fact, Conclusions of Law outlined in the Draft Final Action letter denying the applicant's request for a Minor Hotel CUP.

Commissioner Hall deferred to Commissioners Johnson and Kenworthy, as she was the lone dissenter. Commissioner Johnson stated that most of the edits referenced the 2010 CUP approval prohibiting the use of Woodside Avenue for guest parking and delivery service traffic.

Planner Sebright explained the suggested edits. With respect to Finding of Fact 7, it was suggested to include reference to the 2010 CUP regarding the use and access of Woodside Avenue. Staff had no issue with this edit. Commissioners Kenworthy and Johnson accepted those edits to Finding of Fact 7b.

The next edit referred to Finding of Fact 9 added the definition of “restaurant”, which Planner Sebright stated was accurate. It also expanded the statement that “gatherings” fall under the definition of “restaurant and private events,” and stated that “restaurants and private events are prohibited in the HR-1 Zoning District.” It also stated that outdoor dining and beverage service stations were not allowed uses in the HR-1 Zoning District. He stated that the first portion and last portion of these edits were accurate. With regards to the suggested edit that “restaurants and private events are prohibited,” Planner Sebright noted that the LMC allowed these uses as an accessory use to a permitted Minor Hotel.

Planner Sebright recommended removing the term “restaurant” and leaving “private events.” Commissioners Kenworthy and Johnson were agreeable to that change. With respect to Finding of Fact 10, Planner Sebright stated the edits specifically elaborated on what the applicant’s proposed requested use was and the Commission’s determination that reasonable conditions could not be proposed to mitigate the detrimental effects. The edits also included a reference to the 1983 CUP. He stated that Staff had no issues with the suggested edits in the first paragraph, and with respect to item b., the edits were not technically incorrect, but the purpose of the proposed CUP was to replace the 1983 CUP.

Commissioner Kenworthy agreed with the changes in the first paragraph, and was agreeable to the change in item b.

Commissioner Johnson suggested removing “restaurants” from this language to be consistent with the prior changes. Commissioner Van Dine asked if “outdoor dining” was the same as “restaurants” and was a prohibited use in HR-1, with an exception with compliance. Planner Sebright stated there was a difference and it was the outdoor nature of dining that was prohibited in HR-1.

Senior City Attorney Harrington stated that the term was left in based on Commissioner Suesser’s original comments at the end of the last meeting. He explained that this statement was merely re-stating the existing zoning, and he did not see the inconsistency by keeping “restaurant” in this Finding of Fact. It was agreed that if the intent of this language was to codify what was occurring, this language should remain. Commissioners Kenworthy and Johnson agreed.

Planner Sebright next referenced Finding of Fact 12 where it was suggested to include reference to the 2010 Private Recreation Facility CUP. Staff had no issue with these additions.

Senior City Attorney Harrington suggested that in place of “and violate” they use the phrase “contrary to.”

MOTION: Commissioner Kenworthy moved to APPROVE the Planning Commission's Final Action Letter on 543 Park Avenue, as amended.

Commissioner Johnson seconded the motion.

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

8. ADJOURN

MOTION: Commissioner Kenworthy moved to adjourn.

The meeting adjourned at approximately 9:30 p.m.

Pending Approval

Planning Commission Staff Report



Subject: Sommet Blanc Condominiums
Application: PL-22-05242
Author: Makena Hawley
Date: July 13, 2022
Type of Item: Administrative – Condominium Plat

Recommendation

Staff recommends the Planning Commission (I) review the Sommet Blanc Condominium Plat; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on September 1, 2022, based on the Findings of Facts, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Sommet Blanc Condominiums, Exhibit A).

Description

Applicant: Ruby Land Holding Company, LLC
NPLG Investco, LLC
Alpine Villas, LLC
Vonspar, LLC

Location: 9300 Marsac Avenue

Zoning District: Residential Development (RD) Zoning District within a Master Planned Development (MPD)

Adjacent Land Uses: Montage, Empire Day Lodge, Deer Valley Ski Resort and Open Space

Reason for Review: The Planning Commission reviews Condominium Plats, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.¹

Abbreviations

AUE	Affordable Unit Equivalent
CC&R	Covenants, Conditions, and Restrictions
COA	Conditions of Approval
CUP	Conditional Use Permit
DA	Development Agreement
LMC	Land Management Code
MPD	Master Planned Development
RD	Residential Development
SF	Square Feet
UE	Unit Equivalent

¹ LMC [§ 15-7.1-6\(C\)](#)

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

Summary

The proposed Condominium Plat at 9300 Marsac Avenue includes:

- 3 Lodges
- 49 Residential Units (162,000 square feet)
- 6 Deed Restricted Affordable Units
- 2 ADA Units (HOA Common Area)
- 1 Restaurant (3,559 square feet)
- 107 Parking Stalls for Sommet Blanc
- 56 Parking Stalls for Empire Day Lodge
- 3 Acre Conservation Easement

This condominium plat memorializes the density and modified volumetrics and design for the development of Pod B2² of the 2007 Flagstaff Development Agreement³ (DA), the approved Conditional Use Permit (CUP) and the Amendment to the 2007 Empire Pass B-2 Master Planned Development (MPD)⁴. The condominium plat will confirm configuration of proposed units and identify areas of Private, Limited Common, and Common ownership (Exhibit A). See Exhibits A, B, C and D for the proposed plat, the original plat, applicant intention and photos, and existing conditions survey.

Background

The proposed Sommet Blanc Condominium is located within the Residential Development (RD) zoning district on a platted subdivision, B2 East Subdivision plat. The property is subject to the following governing documents:

- The [2007 Empire Pass B-2 Master Planned Development](#) (MPD, Exhibit F);
- The [2007 Amended Flagstaff Development Agreement](#) (DA, Exhibit E); including the [14 specific technical reports \(Exhibit J\)](#); and
- The [2017 B2 East Subdivision](#) approval ([Ordinance 2017-07](#), Exhibit D).

On March 9, 2022, the Planning Commission approved an Amendment to the MPD as well as the DA and a Conditional Use Permit for a Multi-Unit Dwelling. The approval modifies design and volumetrics, including a height exception (Final Action Letter – Exhibit C).

On April 18, 2022, the City received an application for the Sommet Blanc condominium plat. Staff determined the application was complete on May 9, 2022.

Analysis

²Also known as [B2 East Subdivision Plat](#)

³ [2007 Amended Flagstaff Development Agreement](#)

⁴ Sommet Blanc/B2 East Conditional Use Permit and Amendments to Pod B2 Master Planning Development and Flagstaff Agreement ([Staff Report](#), [Minutes](#), Final Action Letter Exhibit C)

(I) The Sommet Blanc Condominium plat complies with the Residential Development (RD) Zoning District Requirements⁵

The purpose of the RD District is to:

- A. Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- B. Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- C. Allow commercial and recreational activities that are in harmony with residential neighborhoods,
- D. Minimize impacts of the automobile on architectural design,
- E. Promote pedestrian connections within Developments and between adjacent Areas; and
- F. Provide opportunities for variation in architectural design and housing types.

Multi-Unit Dwellings are a Conditional Use in the RD Zone. On March 9, 2022 the Planning Commission approved a Conditional Use Permit for the Sommet Blanc Multi-Unit Dwellings.

Lots and Sites within the RD Zone must comply with the following requirements and are subject to the DA (Exhibit E) and the B2 MPD (Exhibit F).

Requirements	Proposal
Density Maximum density is three (3) units per acre	<i>Complies.</i> Through the Flagstaff Annexation (Exhibit H) and Flagstaff DA, density was allocated to clustered developments through Empire Pass. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (Exhibit G). On March 9, 2017, the City Council approved the B2 East Subdivision creating a lot of record for the 81 multi-family Unit Equivalents (UEs) ⁶ , in not more than 70 condominium units, as identified by the Pod B-2 Master Planned Development and Subdivision. The Applicant also recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial from the maximum 75,000 sf allowed in the Resolution 20-99 that granted the equivalent of a "large-scale" MPD (Exhibit I).

⁵ LMC [§ 15-2.13](#)

⁶ One Residential UE is equal to 2,000 sf, totaling 162,000 sf of residential development permitted.

	Sommet Blanc Condominiums proposes 49 residential units totaling 162,000 sf of residential development, above underground parking in three (3) multi-unit condominium buildings with a 3,600-sf public restaurant .
Front Setback Minimum 20' for the Main Building and 25' for a front facing garage	Complies. On July 5, 2022 the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17 (Exhibit K). The buildings maintain a minimum of 20-foot setback from the front property line and all front facing garages maintain a 25' setback.
Rear Setback Minimum 15'	Complies. The buildings maintain a minimum of 15-foot setback from the rear property line.
Side Setback Minimum 12'	Complies. The buildings maintain a minimum of 12-foot setback from the front property line.
Building Height Per Pod B2 MPD the building is permitted to reach 82 feet above a benchmark grade. Per the approved CUP, the building was granted a height exception to allow the following: Building A 82' above USGS 8345' Building B 94' above USGS 8362' Building C 106' above USGS 8376'6"	Complies. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point). Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. Sheet 18 of 18 on the proposed plat exhibits each building sections (Exhibit A). Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' and a height of 81' 4 " . Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' and a height of 91' 7.25" . Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" and a height of 105' 8.25" .
Parking	Complies.

The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle service.	Per LMC Chapter 15-3, Buildings A, B and C require 142.6 off-street parking spaces for residential and restaurant uses. Included in this calculation, each market rate and affordable unit will have one parking stall assigned to the unit. The Transit and Parking Management Plan approved with the MPD and the DA requires a 25% reduction in parking from what would be normally required by the LMC (Exhibit J). Thus, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces. The 2007 MPD permits <i>up to</i> 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge (Section 2.5 of DA Exhibit E and Section (E) of the MPD Off Street Parking Exhibit F). Through an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley (Exhibit O). <table border="1" data-bbox="505 989 1341 1661"> <thead> <tr> <th>Sommet Blanc Parking Item and Total</th><th>LMC §15-3 Parking Requirement</th></tr> </thead> <tbody> <tr> <td>Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i></td><td>6 Spaces</td></tr> <tr> <td>Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i></td><td>3 Spaces</td></tr> <tr> <td>49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i></td><td>98 Spaces</td></tr> <tr> <td>Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i></td><td>35.6 Spaces</td></tr> <tr> <td>Total:</td><td>142.6</td></tr> <tr> <td>25% Reduction per DA:</td><td>107.1</td></tr> <tr> <td>Addition of Empire Day Lodge Parking (Required per DA and MPD):</td><td>56 Tandem spaces</td></tr> <tr> <td>Total Parking Spaces:</td><td>163 Spaces</td></tr> </tbody> </table>	Sommet Blanc Parking Item and Total	LMC §15-3 Parking Requirement	Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i>	6 Spaces	Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i>	3 Spaces	49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i>	98 Spaces	Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i>	35.6 Spaces	Total:	142.6	25% Reduction per DA:	107.1	Addition of Empire Day Lodge Parking (Required per DA and MPD):	56 Tandem spaces	Total Parking Spaces:	163 Spaces
Sommet Blanc Parking Item and Total	LMC §15-3 Parking Requirement																		
Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i>	6 Spaces																		
Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i>	3 Spaces																		
49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i>	98 Spaces																		
Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i>	35.6 Spaces																		
Total:	142.6																		
25% Reduction per DA:	107.1																		
Addition of Empire Day Lodge Parking (Required per DA and MPD):	56 Tandem spaces																		
Total Parking Spaces:	163 Spaces																		
Architectural Design All construction is subject to Village at Empire Pass Design Review	Condition of Approval #9 Subject to the COAs of the approved CUP - Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial																		

Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	compliance with the elevations reviewed by the Planning Commission on March 9, 2022. Attached in Exhibit N is the Empire Pass Master Owners Association Design Review Board Approval.
Residential Units	<i>Complies. Condition of Approval #15</i> 49 Market rate units are proposed for a total of 162,000 sf or 81 UEs. 2 ADA units are proposed for a total of 1,609 sf. These will remain Common Space. AUEs and ADA units are not calculated in the overall residential square footage.
Commercial space	<i>Complies.</i> The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf. The applicant is proposing a restaurant, open to the Public, for a total of 3,559 sf.
Residential Accessory uses (Guest amenities)	<i>Complies.</i> The Residential Accessory Use was not counted in the DA or the MPD; the applicant proposes a total of 141,660 sf. This includes: • 28,963 sf of amenity space (skier lounges, ski/boot storage, fitness facilities, yoga and massage rooms, swimming pool and hot tubs, board rooms and concierge desk) • 3,474 sf of back of house • 33,800 sf of circulation • 1,103 sf of bathrooms • 12,025 sf of storage • 8,941 sf of mechanical, electrical, and plumbing • 53,354 sf of parking These square footages were noted in the CUP report reviewed and approved by the Planning Commission March 9, 2022 .
Affordable Housing Requirements	<i>Complies. Conditions of Approval #6, #7, & #8</i> The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).

	The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.⁷
--	--

The platted Units include:

Unit #	Total Floor Area (sf)	Plat Sheet Number
Residential Saleable Units		
A 202	2,635	5
A 203	2,541	5
A 204	3,208	5
A 301	2,714	5
A 302	2,635	5
A 303	2,541	5
A 304	3,200	5
A 401	2,544	6
A 402	2,637	6
A 403	2,547	6
A 404	3,208	6
A 501	2,719	6
A 502	2,634	6
A 503	3,964	6
A 601	5,332	7
B 202	2,647	10
B 203	2,574	10
B 204	2,973	10
B 301	2,549	10
B 302	2,647	10
B 303	2,574	10
B 304	3,195	10
B 401	2,713	11
B 402	2,647	11
B 403	2,574	11
B 404	3,217	11
B 501	2,546	11
B 502	2,647	11

⁷ LMC [§ 15-6-8](#).

B 503	2,574	11
B 504	3,189	11
B 601	2,713	12
B 602	2,647	12
B 603	2,574	12
B 604	3,244	12
B 702	4,514	12
B 703	4,812	12
C 201	4,180	14
C 202	3,907	14
C 301	4,196	14
C 302	4,186	14
C 401	4,180	15
C 402	4,192	15
C 501	4,196	15
C 502	4,186	15
C 601	4,180	16
C 602	4,192	16
C 701	4,196	16
C 702	4,186	16
C 801	5,196	17
Affordable Employee Units		
EMP-A	1,473	5
EMP-B	1,473	10
EMP-C1	444	13
EMP-C2	431	13
EMP-C3	425	13
EMP-C4	479	13
Required: 4,683 sf.	Provided: 4,725 sf.	
ADA Units (Maintained as Common Area)		
ADA – A21	808	5
ADA – B21	801	10

(II) The Sommet Blanc Condominium plat complies with General Subdivision Requirements⁸

The Planning Commission and City Council have the authority to regulate the Subdivision of land and to attach reasonable conditions to the Subdivision.⁹ The Planning Commission also must take into consideration requirements of the Land Management Code, the General Plan, and Sensitive Lands Overlay, including the topography and natural features of the Property.

⁸ LMC [§ 15-7.3-2](#)

⁹ LMC [§ 15-7-6](#).

Requirement	Proposal
The Subdivision name must not duplicate the name of any other Subdivision in Summit County	Complies. The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
Limits of Disturbance	Condition of Approval #10 The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department. The Lot has been disturbed often in the past, including a mine, mine tail remediation, two sales buildings and a water line project. Staff proposes the Limits of disturbance shall not cross into the Conservation Easement redacting maintenance to the Mid Mountain Trail.
Roads and Utility Lines	Condition of Approval # 3 The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
Open Space	Not Applicable Sommet Blanc Condominiums is a development under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
Drainage Ways	Condition of Approval #3 Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.
Soil conditions and groundwater existence shall be considered	Condition of Approval #5 The property is not within the Soils Ordinance. If the property owner encounters mine waste or mine waste impacted soils, they must handle the

	material in accordance with State and Federal law. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements (Exhibit K).
Architectural Standards	Condition of Approval #9 The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
Fire Sprinkling	Condition of Approval #12 Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.

(III) Staff recommends Conditions of Approval to comply with General Lot Design Requirements¹⁰

Requirement	Proposal
The Lot arrangement shall be such that there will be no foreseeable difficulties in providing reasonable driveway Access	Complies. The proposed Condominium plat allows for reasonable driveway Access.
The building envelope shall minimize disturbance of existing vegetation	Condition of Approval #13 Through extensive Planning Commission review, a site plan creating a significantly smaller disturbance to the Lot, allowed for a 3.06-acre Conservation Easement.
Square Footage, Building Height and Lot Size	Complies There are no Lot Size restrictions in the RD Zone.

¹⁰ LMC [§ 15-7.3-3](#)

	Though the Flagstaff Development Agreement, the Pod B2 MPD, as amended, and the approved CUP on March 9, 2022, the square footage and building height as proposed, meet the requirements.
Lot drainage shall be laid out to provide positive drainage away from all Buildings in accordance with the International Building Code	Condition of Approval #3 Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.
Limits of Disturbance and Vegetation Protection	Not Applicable. Noted in Subdivision Requirements Table above.

(III) The Sommet Blanc Condominium plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter

The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met (Exhibit C), analyzed below:

Eight COAs are Standard Conditions of Approval:	#1, #2, #10, #15, #16, #31, #44, #46
Twenty-Four are COAs required to be met at the Building Permit stage:	#3, #4, #5, #6, #7, #8, #17, #18, #19, #20, #23, #26, #27, #28, #29, #33, #34, #35, #36, #37, #39, #40, #45, #48, #49
Two COAs are required before the recordation of the plat:	#12, #14
Three COAs are required by Certificate of Occupancy:	#24, #25, #32

Plat and Covenants, Conditions, and Restrictions (CC&Rs)(Exhibit L) Conditions of Approval from Final Action Letter Approved by the Planning Commission March 9, 2022:

CUP COA #9 - All utility facilities must be located on site unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable, and the utility boxes can be screened with landscaping and/or fencing. Will require compliance at Building Permit stage. COA #16.
This Condition is finalized at Building Permit stage; however, the Applicant has been working with the different utilities to confirm the following:

Rocky Mountain Power Easements:

Existing on the plat, a temporary 10' Power easement conflicts with proposed building footprint. Prior to recordation, the Applicant shall vacate or relocate the power easement to be located outside the building footprint with Rocky Mountain Power.

SBWRD:

Line extension currently being worked on has bond posted (2 years ago). The plat will record a 30' wide waterline and 20' foot wide utility access easement. This will consist of a 12' wide dirt road for water department access.

Trails and Open Space:

Two snow storage easements are located on the plat for snow removal of upper parking lot.

These plans confirm the utility viability and screening, and fencing will be confirmed at building permit.

CUP COA #11 - *Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy (CO) for the building.*

Complies. COAs # 6, #7, & #8.

The six affordable units are indicated on the plat.

Two- two bedrooms and four – studio units, shown on pages 5, 10, and 13. The total square footage of all units equals 4,725 sf that meets the required amount of 4.03 AUEs required by the Flagstaff DA and the approved CUP total of 5.9 AUEs or 4,683 sf.

Before CO is released, it shall be confirmed that all affordable units are completed to the standards that match their deed restrictions and substantial compliance with the plans approved on March 9, 2022.

COA # 12 - *Deed restrictions for the six (6) affordable units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the affordable units are subject to a deed restriction.*

Complies. COAs # 7 & #8.

The Applicant has been working with the Housing Department to complete the appropriate Deed restrictions prior to plat recordation.

Plat Note # 11 reads: "Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 & EMP-C4 are deed restricted employee/affordable housing units."

COA #13 – *The CCRs shall limit the HOA dues related to the deed restricted affordable units in order to ensure the Units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.*
Complies.

The Applicant has provided the Draft CC&Rs in Exhibit L. Page 8 Section 5 outlines the parameters of the "Employee Housing Unit; Resident Manager" parameters, including 5.3 that states:

"The rights, benefits, duties, and obligations of the owner(s) of the Employee Housing Unit(s) in the Association, including, but not limited to, the right to vote and the obligation to pay Assessments, shall be based upon a reduced Par Value as set forth in Section 6.3 so long as the Employee Housing Unit(s) are subject to the Deed Restriction. In the event that the Deed Restriction is removed from an Employee Housing Unit, the owner of that Employee Housing Unit shall enjoy the rights, benefits, duties, and obligations associated with a Unit on a standard Par Value."

On Page 69, Exhibit A of the CC&Rs labeled "Schedule of Units, Square Footage, Votes and Undivided Interests in Common Areas" the Employee/Affordable Units hold a 10% Par Value compared to the square footage of the unit.

COA #21 - *The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.*
Complies. COAs ## 6, #7, & #8.

As noted in COA #11 above, the plat identifies 6 affordable units, totaling a compliant square footage of 4,725 sf.

COA # 22 - *The plat shall note that this development is part of a common plan development, and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.*

Complies.

Will require compliance at Building Permit stage.

Plat note #15 states:

"This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance."

COA #30 - *The CC&Rs shall provide notice and process for the tracking and collection of the Open Space Transit Management Fund also known as the Re-Investment Fee as required and defined in 3.2 of the Amended and Restated Flagstaff Development Agreement.*

Complies.

Page 20 of the CC&R Declaration for Sommet Blanc, Section 12 #15 states:

"The Owners acknowledge that, as more particularly defined in the Master Declaration, the Master Association has the right to assess a transfer fee ("Transfer Assessment") upon an Owner selling, transferring, leasing (for a term greater than fifteen years) or conveying a Unit (collectively, a "Transfer") to a third party ("Transferee"). As more particularly described in the Master Declaration: (i) there are certain Transfers which are exempt from the Transfer Assessment; (ii) the Transfer Assessment shall be payable to the Master Association by the Transferee; and (iii) the Transfer Assessment equals the Gross Sales Price of a Unit multiplied by the Transfer Assessment Rate."

COA #38 - *Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.*
Complies.

Page 11 of the CC&R Declaration for Sommet Blanc, the final portion of Section 7 #1 states:
"Infrastructure necessary for electric vehicle charging stations shall be provided within Limited Common Area parking spaces appurtenant to each Residential Unit."

COA #41 - *The two (2) ADA units will be owned, maintained and kept in perpetuity as ADA units, by the HOA and provided for guests who require such accommodations.*
Complies.

Page 9 of the CC&R Declaration for Sommet Blanc, the final portion of Section 6 #2 states:
"The Common Areas and Facilities also include the areas designated on the Plat as ADA Unit A21 and ADA Unit B21 and commonly referred to herein as the "Guest Room(s)." The Guest Room(s) will be operated by the Association for the use and benefit of the Owners and their guests, as well as unrelated persons, including persons with disabilities, desiring to rent nightly accommodations in the Project. The Guest Room(s) shall be constructed in compliance with the requirements of the Americans with Disabilities Act, the Fair Housing Act and other federal, state and local legislation requiring the provision of facilities that are accessible by persons with physical disabilities. The principal purpose of the Guest Room(s) is to provide accommodations to disabled persons desiring to rent nightly accommodations in the Project, as determined by Declarant. The use and occupancy of the Guest Room(s) shall be governed by rules and regulations adopted by the Declarant, and, after the Period of Declarant Control of the Association set forth in Section 11.3, by the Association. Such rules and regulations shall at all times give priority in the rental of the Guest Room(s) to persons with disabilities. Thereafter, priority shall be given to Owners desiring to rent the Guest Room(s) for their personal use or use by family and guests of Owners. The Association may also rent the Guest Room(s) to members of the public, in accordance with the rules and regulations adopted by the Association, so long as such use shall not unreasonably impair the availability of the Guest Room(s) for disabled persons. Because the Guest Room(s) are part of the Common Areas and Facilities of the Project, all revenue generated from the rental of the Guest

<i>Room(s) shall inure to the benefit of the Association, and not to any individual Owner. Likewise, all expenses of maintaining, repairing and operating the Guest Room(s) shall be part of the Common Expenses. The Guest Room(s) may not be sold by the Association but must remain part of the Common Areas and Facilities of the Project."</i>
COA #42 - The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site. Complies.
Page 54 of the CC&R Declaration for Sommet Blanc, Section 23 #14 states: <i>"Common areas located within the northeastern portion of the Property constituting approximately 3 acres are subject to a conservation easement as set forth and described in the instrument of record recorded with the Summit County Recorder's Office."</i> The Applicant is working with Summit Mountain Lands to finalize the Conservation Easement prior to plat recordation (Exhibit M). Condition of Approval #13 states:" The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation. "
COA #43 - <i>The Applicant will be required to meet the 4.03 AUEs with a total of 5.9 AUEs (a total of 4,683 sf) to meet the Affordable Housing obligation.</i> Complies.
Noted in COAs #12 and #21 above.
COA #47 - <i>Applicant shall provide a snow storage easement approved by the City Engineer on the Sommet Blanc property opposite the Mid Mountain Trail parking lot in an area that does not disturb Significant Vegetation.</i> Complies.
Noted on first page of the plat on north-east side of property.
COA #48 - <i>Notwithstanding greater exceptions for appurtenances in LMC 15-2.13-4.A, elevator overruns and mechanical screening may extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. (Shall be confirmed at Building Permit stage)</i> Complies.
This will be confirmed at Building Permit. Additionally, Section drawings on Sheet 18 shows compliance with the height.

(V) There is Good Cause for the Sommet Blanc Condominium plat¹¹

Staff finds good cause for this condominium plat as it is consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as

¹¹LMC [§ 15-15](#) Good Cause

amended. The condominium plat allows for the sale of individual units and provides six affordable housing units on site.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 29, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 29, 2022. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration on September 1, 2022;
- The Planning Commission may forward a negative recommendation for City Council's consideration on September 1, 2022, and may direct staff to make findings for the denial; or
- The Planning Commission may continue the item to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2022-XX

Attachment 1: Proposed Sommet Blanc Condominiums Plat

Exhibit B: Applicant Narrative, Site Photos and Existing Conditions

Exhibit C: CUP, MPD Amendment and Development Agreement Amendment Final Action Letter

Exhibit D: B2 East Subdivision Plat

Exhibit E: 2007 Amended Flagstaff Development Agreement

Exhibit F: 2007 Empire Pass B-2 Master Planned Development

Exhibit G: 2004 Village at Empire Pass MPD

Exhibit H: Ordinance 99-30 Flagstaff Annexation

Exhibit I: Resolution 20-99 Large Scale Flagstaff MPD

Exhibit J: Flagstaff DA 14 Technical Reports

Exhibit K: Environmental Protection Agency notice of completion of Removal action for Mazepah Mine Waste Site

Exhibit L: Declaration for Sommet Blanc CC&Rs (6/9/2022)

Exhibit M: Current Proposed Conservation Easement

Exhibit N: Empire Pass Master Owner Association Board (EPMOA) Design Review Board Approval of Sommet Blanc Design

Exhibit O: Dedicated Parking Agreement Between Deer Valley and Applicant

Ordinance No. 2022-XX

**AN ORDINANCE APPROVING THE SOMMET BLANC CONDOMINIUMS, LOCATED
AT 9300 MARSAC AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property located at 9300 Marsac Avenue petitioned the City Council for approval of the Sommet Blanc Condominiums Plat; and

WHEREAS, on June 28, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on June 29, 2022, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 13, 2022, the Planning Commission reviewed the proposed Sommet Blanc Condominiums and held a public hearing; and

WHEREAS, on July 13, 2022, the Planning Commission forwarded a _____ recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2022, the City Council reviewed the Sommet Blanc Condos and held a public hearing; and

WHEREAS, the Sommet Blanc Condominiums Plat is consistent with the 2007 Flagstaff Development Agreement as Amended, the Pod B2 Master Planned Development as Amended, and the Conditional Use Permit for Multi-Unit Dwellings, approved by the Planning Commission on March 9, 2022;

WHEREAS, the Sommet Blanc Condominiums is consistent with the Park City Land Management Code, including Chapters 15-2.13 *Residential Development Zoning District*, and Sections 15-7.3-2 *General Subdivision Requirements* and 15-7.3-3 *General Lot Design Requirements*.

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

SECTION 1. APPROVAL. The Sommet Blanc Condominiums is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Sommet Blanc Condominium Plat proposes 3 lodges, with 49 residential units (162,000 square feet), 6 Deed restricted Units, 2 ADA Units, and 1 Restaurant (3,559 square feet).

2. The Condominium plat is located in the Residential (RD) Zone.
3. The Condominium plat is subject to the requirements of the 2007 Flagstaff Development Agreement (DA) as amended, the 2007 Empire Pass Pod B2 Master Planned Development (MPD) as amended, 14 specific technical reports, the 2017 B2 East Subdivision and the approved Conditional Use Permit for a Multi-Unit Dwelling by the Planning Commission on March 9, 2022.
4. On March 9, 2022, the Planning Commission approved an Amendment to the 2007 Empire Pass B-2 Master Planned Development as well as the DA and a Conditional Use Permit to review impacts of a Multi-Unit Dwelling and allow a modification to design and volumetrics, including a height exception.
5. On April 18, 2022, the City received an application for the Sommet Blanc condominium plat.
6. On May 9, 2022, staff deemed the application complete.
7. The proposed condominium plat memorializes density, size and configuration of proposed units and identifies areas of private and common ownership.
8. Multi-Unit Dwellings are a Conditional Use in the RD Zone.
9. Through the Flagstaff Annexation and 2007 Flagstaff DA, density was allocated to clustered developments through Empire Pass.
10. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD allocating 81 multi-family Unit Equivalents (UEs) in not more than 70 condominium units.
11. The Applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial from the maximum 75,000 sf allowed in Resolution 20-99 that granted the equivalent of a "large-scale" MPD.
12. On July 5, 2022 the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17.
13. The RD Front Setback of 20 feet for the Main Building and 25' for a front facing garage complies.
14. The RD Rear Setback of 15 feet complies.
15. The RD Side Setback of 12 feet complies.
16. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point).
17. Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022.
18. Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' (max allowed USGS 8,462') and a height of 81 feet 4 inches.
19. Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' (max allowed USGS 8,474') and a height of 91' 7.25".
20. Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" (max allowed USGS 8,486') and a height of 105' 8.25".

21. Per LMC §[15-3](#), Buildings A, B and C require 142.6 off street parking spaces for residential and restaurant uses
22. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces.
23. The 2007 MPD permits *up to* 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge.
24. The Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley.
25. Sommet Blanc Residences will provide 163 parking spaces.
26. Subject to the COAs of the Amended DA - Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on March 9, 2022.
27. 49 Market rate units are proposed for a total of 162,000 square feet or 81 UEs.
28. Two ADA units are proposed for a total of 1,609 square feet. These must remain Common Space.
29. AUEs and ADA units are not calculated in the overall residential square footage.
30. The Residential Accessory Use was not counted in the DA or the MPD, the applicant proposes a total of 141,660 sf.
31. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units) for a total of 5.9 AUEs or 4,683 sf.
32. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
33. The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
34. The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department.
35. No Open Space is required at this time due to Sommet Blanc Condominiums being a development under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
36. The Pod B2 MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay.
37. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements.
38. The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
39. The proposed Condominium plat allows for reasonable driveway Access.

40. Through extensive Planning Commission review, a site plan creating a significantly smaller disturbance to the Lot, allowed for a 3.06-acre Conservation Easement.
41. The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met.
42. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
43. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
44. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because it consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides two affordable housing units on site.
2. The proposed Subdivision complies with Land Management Code § 15-7.3-2 *General Subdivision Requirements*, as outlined in the staff report, and conditioned below.
3. The proposed Subdivision complies with Land Management Code § 15-7.3-3 *General Lot Design Requirements*, as outlined in the staff report, and conditioned below.
4. The proposed Subdivision complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.
5. The Condominium Plat complies with Land Management Code Chapters 15-2.13 *Residential Development Zoning District*, as outlined in the staff report, and conditioned below.
6. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
7. Approval of the Sommet Blanc Condominiums Plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Planning Director, 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 recordation of the plat.
2. The Applicant shall record the Condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one

year, this approval will be void, unless the Applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.

3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards as a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer and City Attorney as a condition precedent to plat recordation.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The affordable housing obligations outlined in the 2022 CUP Conditions of Approval shall be satisfied prior to City issuance of a Certificate of Occupancy.
7. The Applicant shall submit draft deed restrictions in compliance with the approved affordable Units for review and approval by the Planning, Housing, and Legal Departments prior to submitting the mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
8. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
9. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
10. The Limits of disturbance shall not cross into the Conservation Easement except for allowances stated within the Conservation Easement, including such maintenance for the Mid-Mountain Trail and an access route for the Snyderville Basic Water Reclamation District.
11. The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.
14. All Conditions of Approval outlined in the approval for the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement shall be completed by their specified dates noted in the Final Action Letter from March 9, 2022.
15. Two ADA units are proposed for a total of 1,609 square feet. These units are to remain as Common Area.
16. Existing 10' temporary power easement on plat must be vacated or re-located outside the building footprint prior to recordation.

17. CC&Rs shall be reviewed and updated to meet compliance with Affordable Unit Conditions of Approval prior to recordation.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

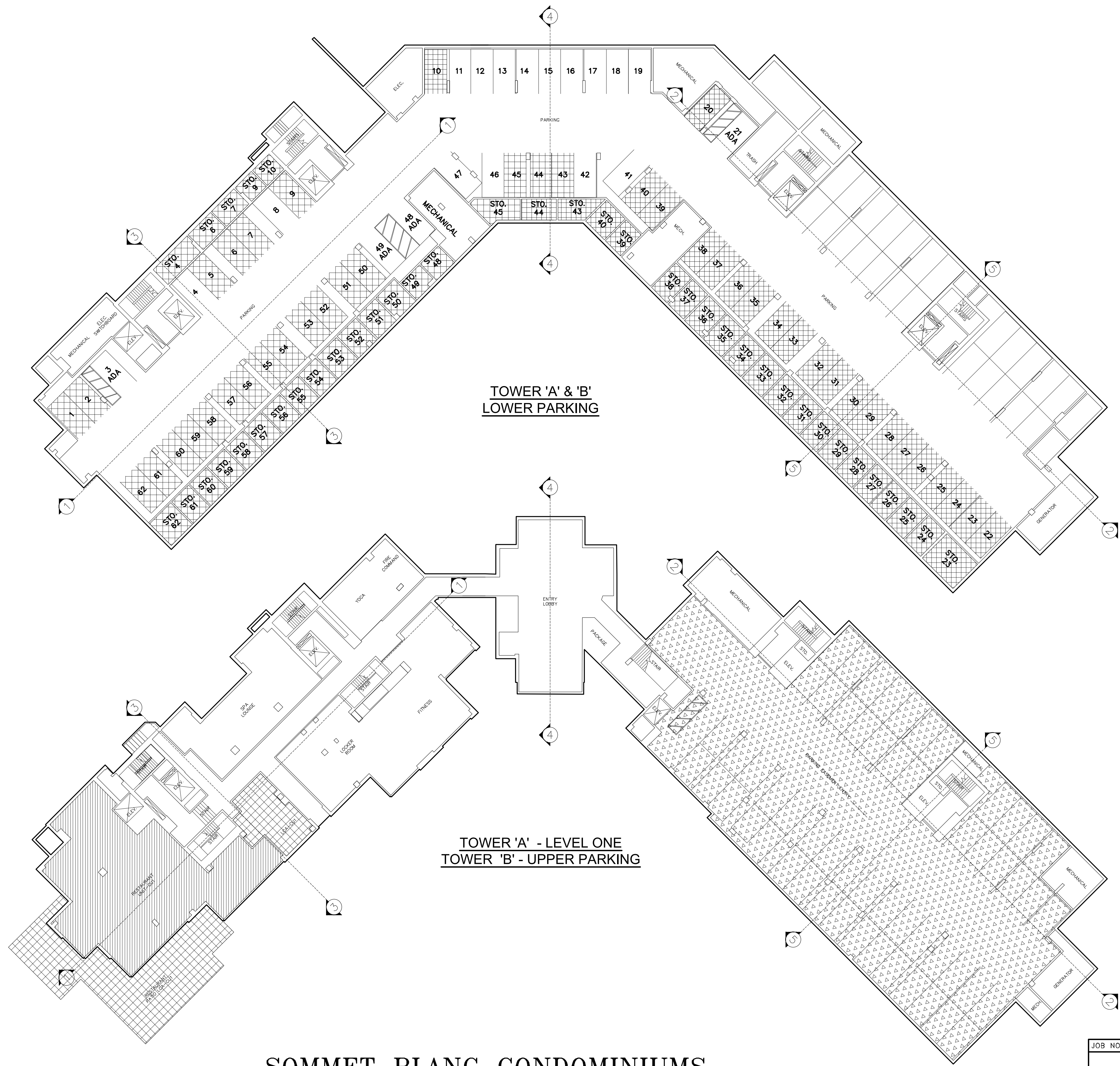
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1:



TOWER 'A' & 'B'
LOWER PARKING

TOWER 'A' - LEVEL ONE
TOWER 'B' - UPPER PARKING

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

SOMMET BLANC CONDOMINIUMS

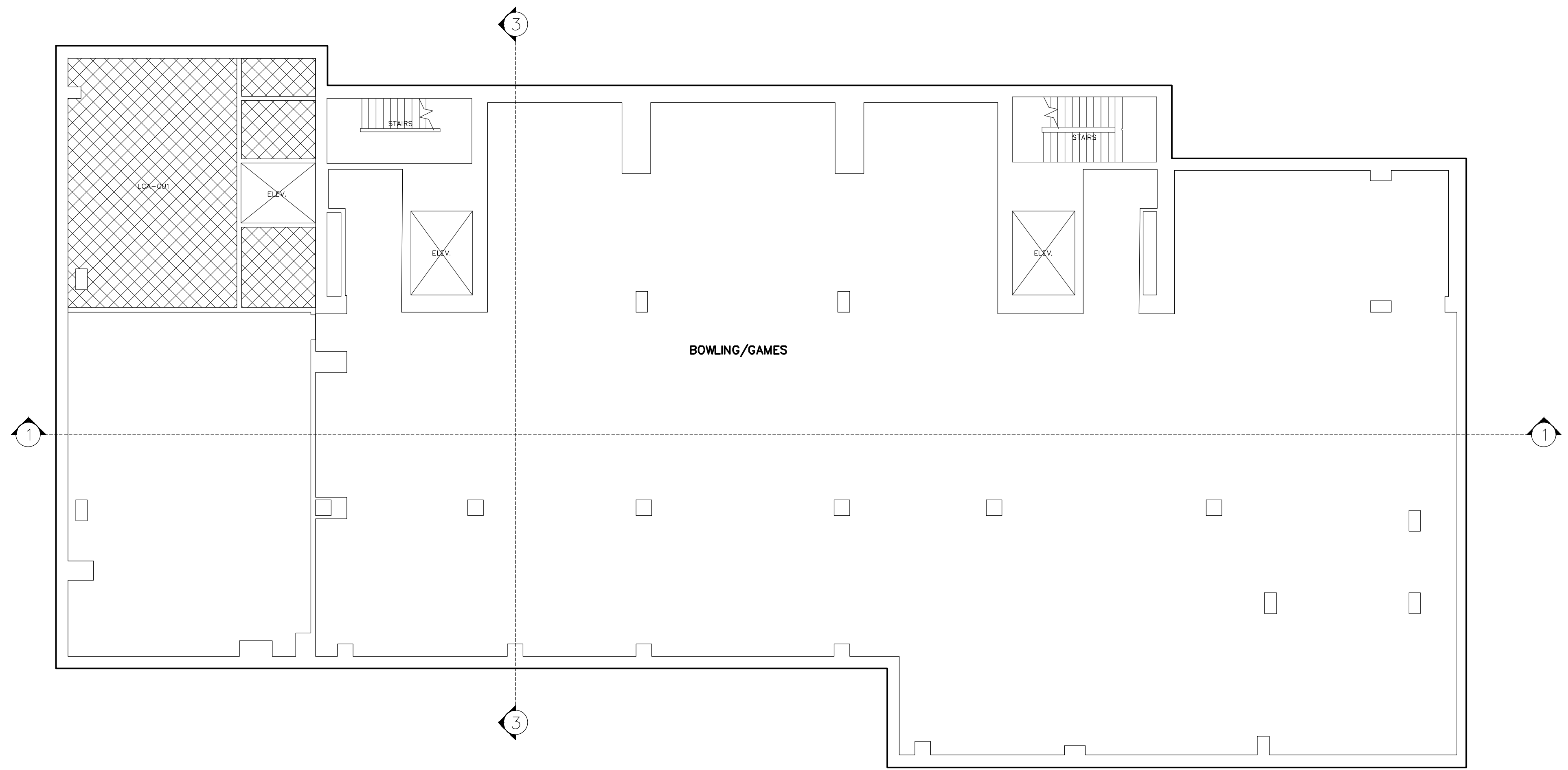
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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



07/01/23 SHEET 2 OF 18
JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

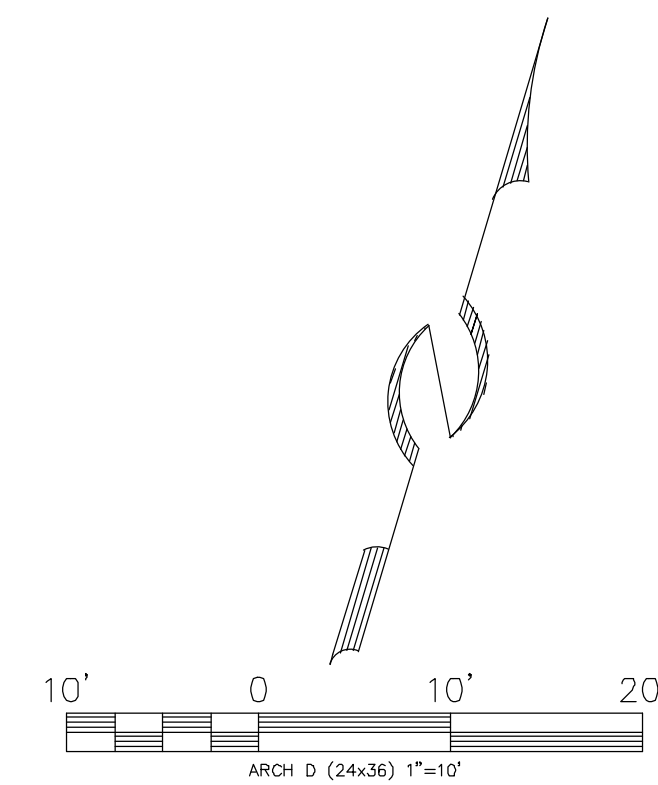
-  COMMON
-  LIMITED COMMON
-  PRIVATE OWNERSHIP

TOWER 'A' - BASEMENT / AMENITY

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

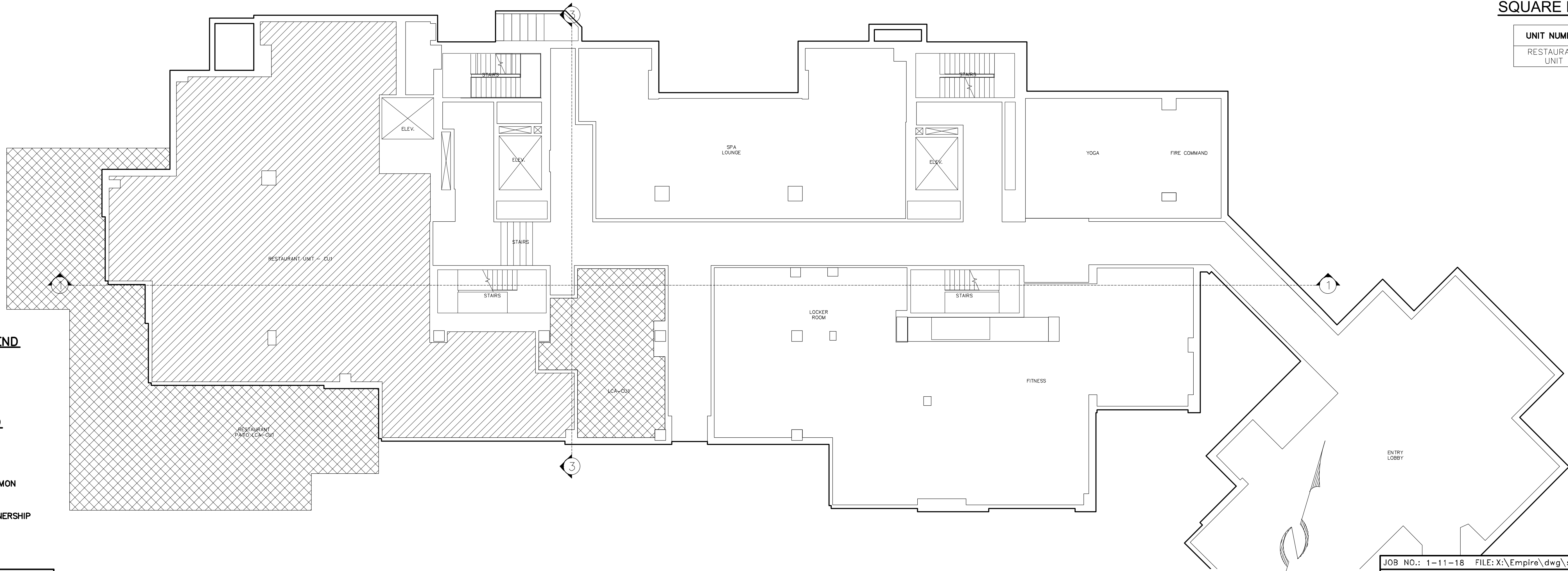


JOB NO.: 1-11-18		FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg	
RECORDED			
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED			
AT THE REQUEST OF _____			
FEE _____		RECORDER _____	
TIME _____	DATE _____	ENTRY NO. _____	



TOWER A - LOBBY / LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
RESTAURANT UNIT	3,594 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

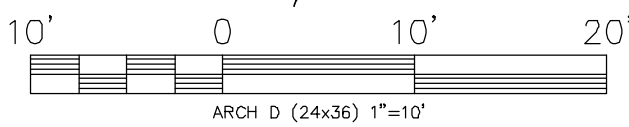
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



07/07/22 SHEET 4 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

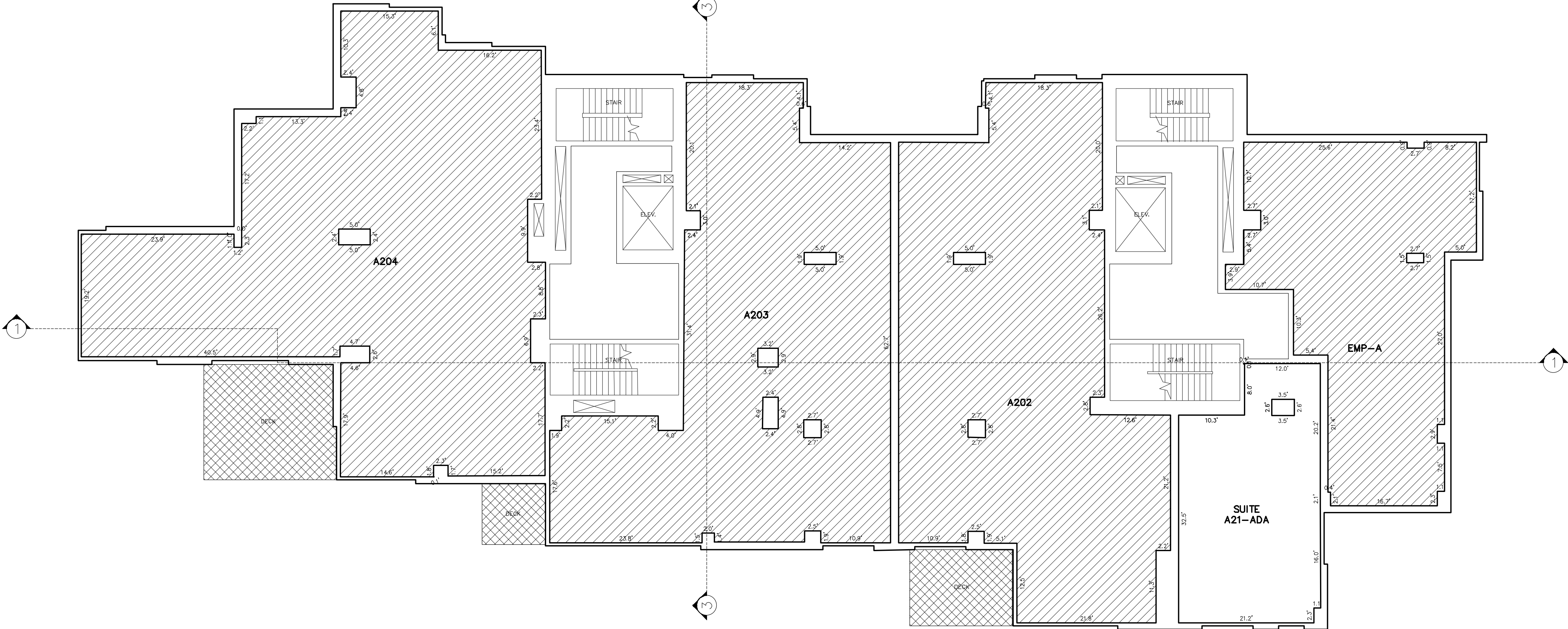
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

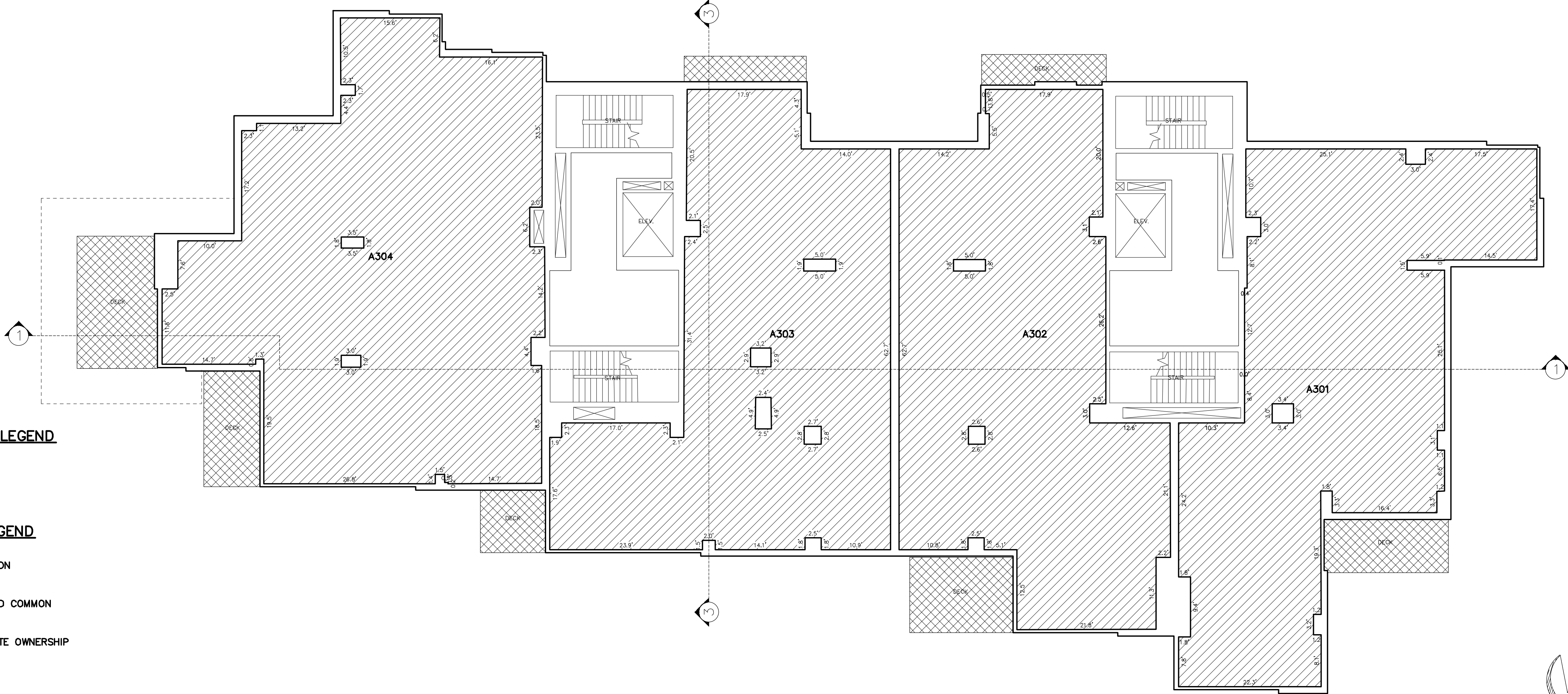
TOWER A - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
ADA-A21	808 SF
EMP-A	1,473 SF
A202	2,635 SF
A203	2,541 SF
A204	3,208 SF



TOWER A - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A301	2,714 SF
A302	2,635 SF
A303	2,541 SF
A304	3,200 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

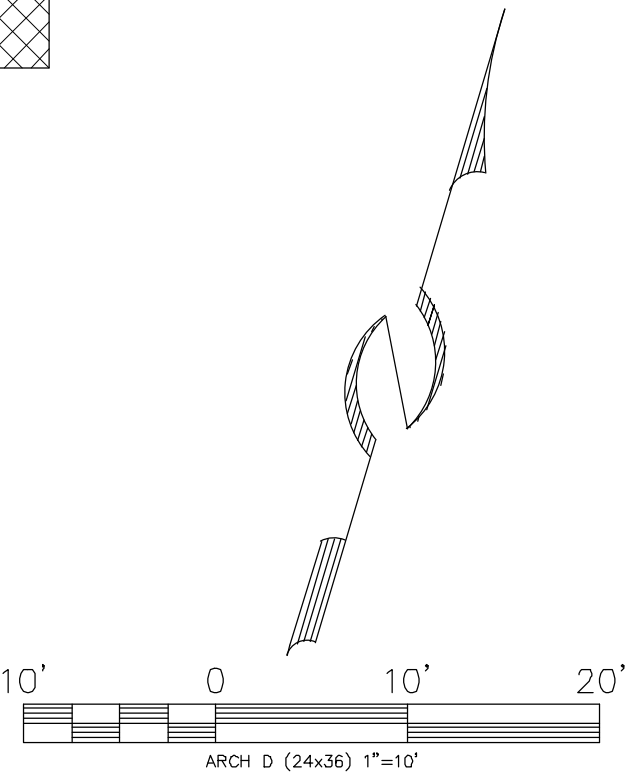
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



07/07/22 SHEET 5 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

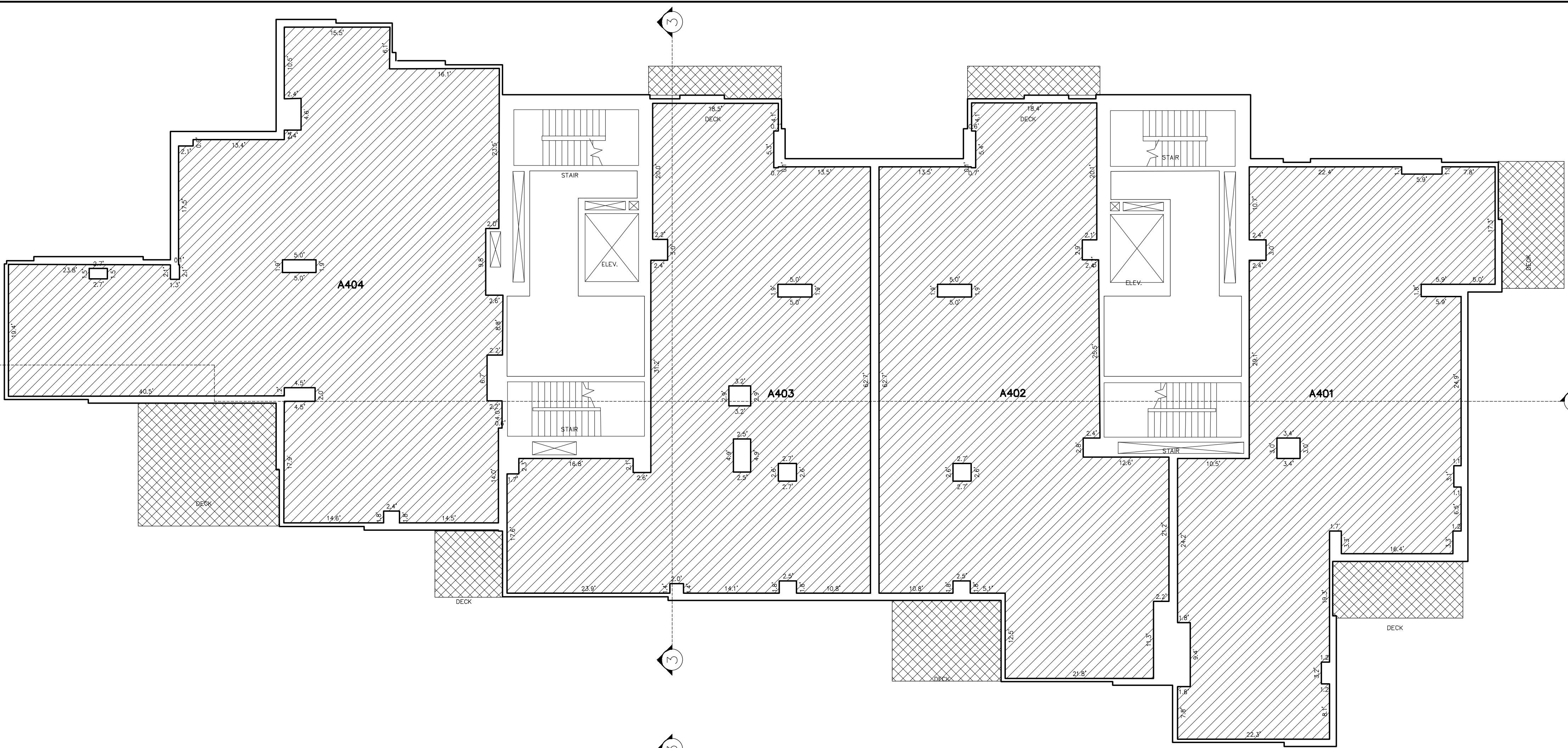
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

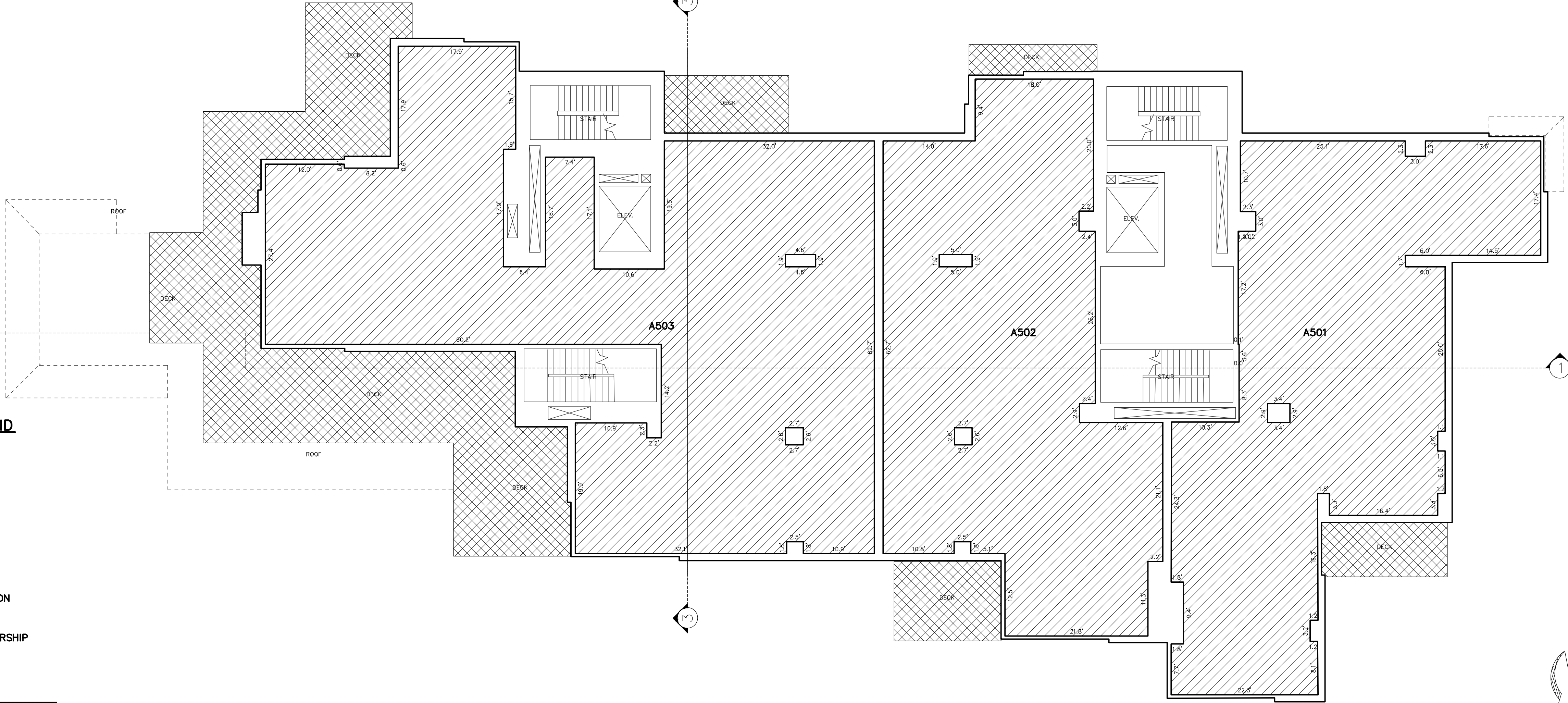
TOWER A - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A401	2,544 SF
A402	2,636 SF
A403	2,547 SF
A404	3,204 SF



TOWER A - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A501	2,719 SF
A502	2,636 SF
A503	3,964 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

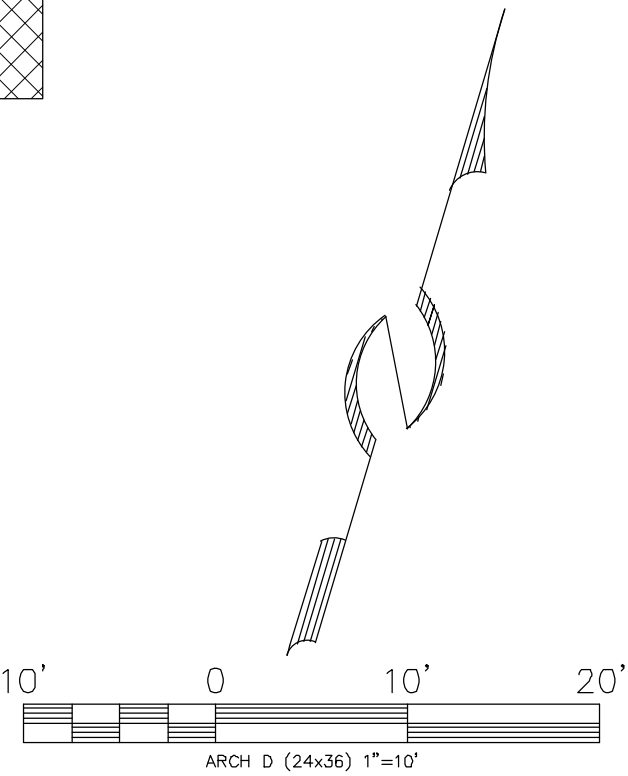
SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



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



RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

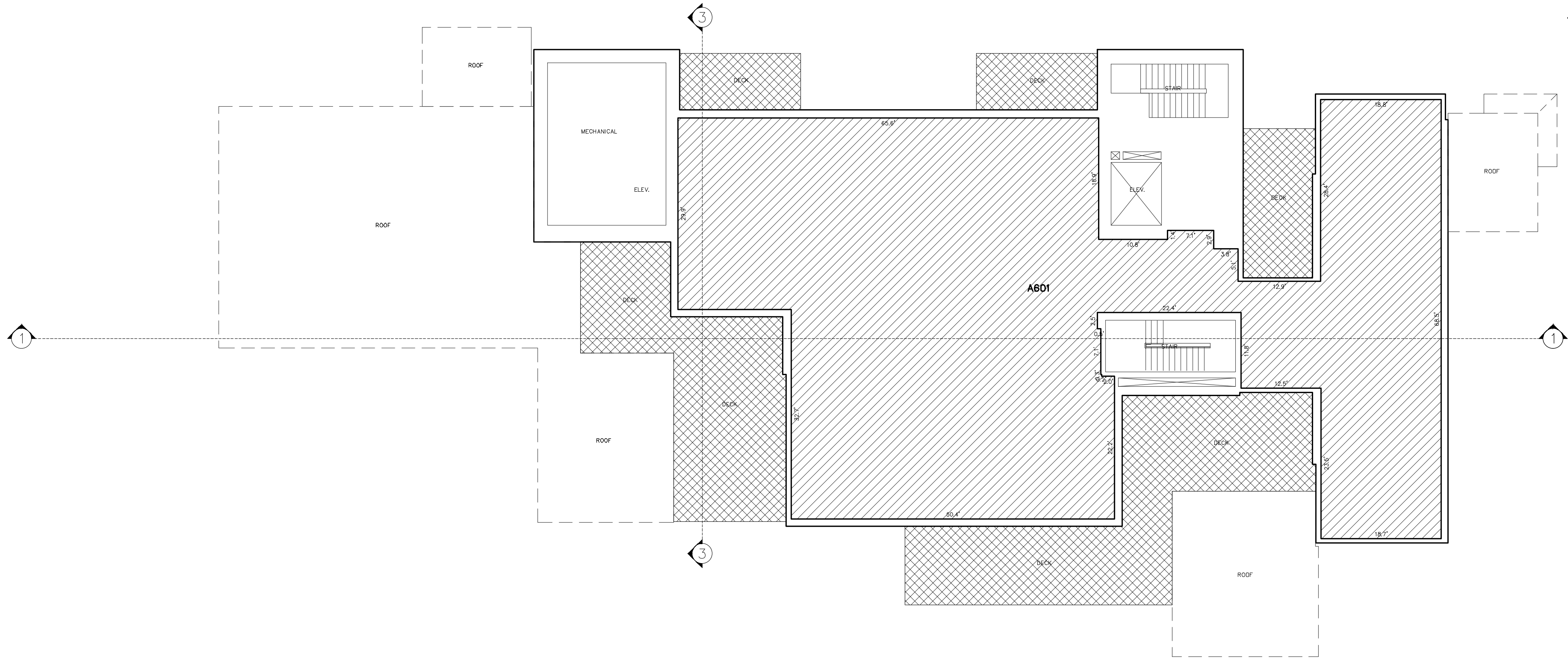
AT THE REQUEST OF _____

FEE _____ RECORDER _____

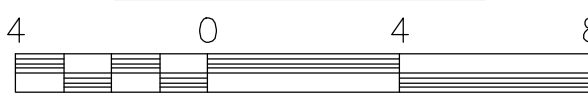
TIME _____ DATE _____ ENTRY NO. _____

TOWER A - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A601	5,332 SF



TOWER B- LEVEL ONE
LOCKER ROOM
SCALE : 1" = 4'

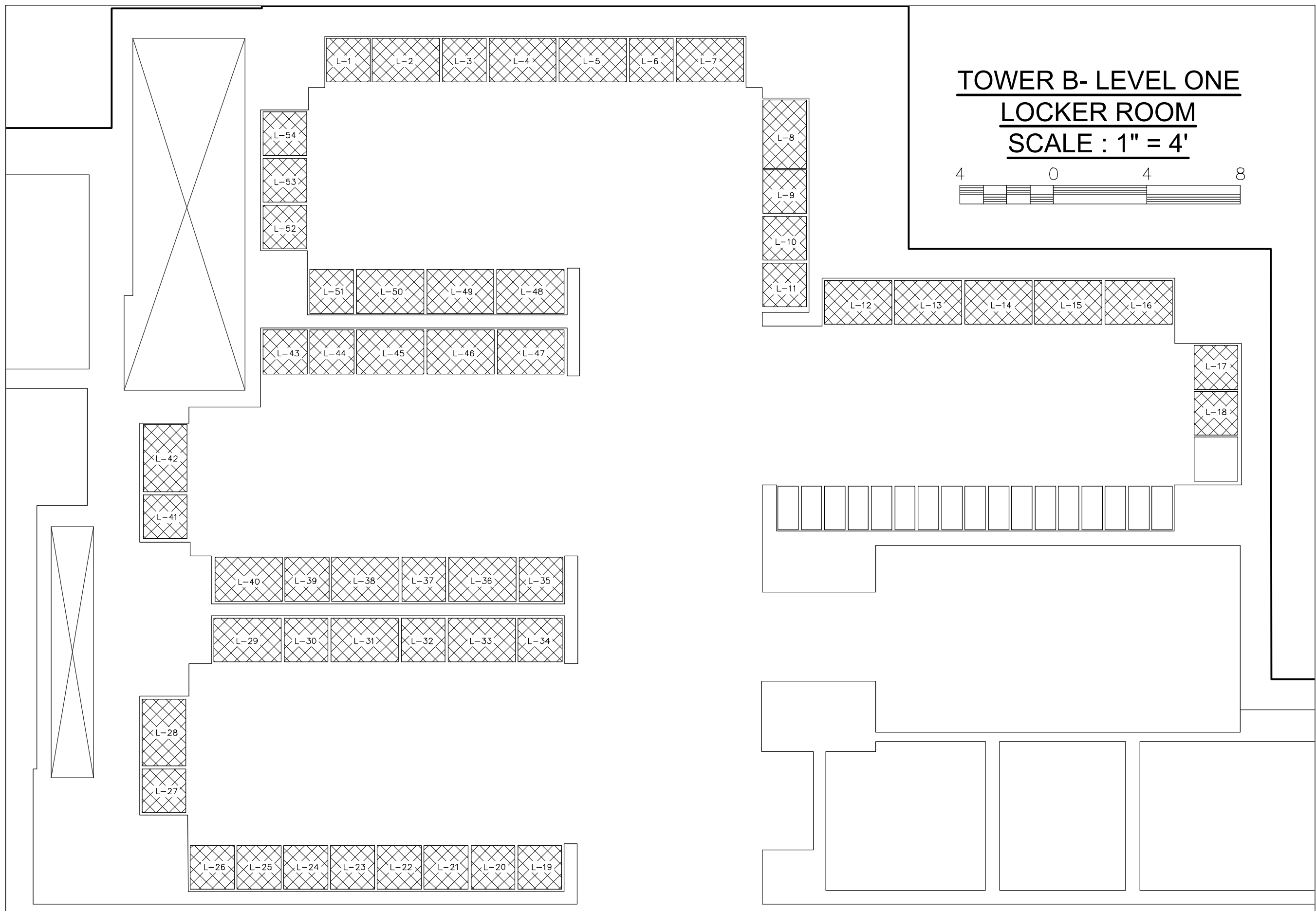


ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

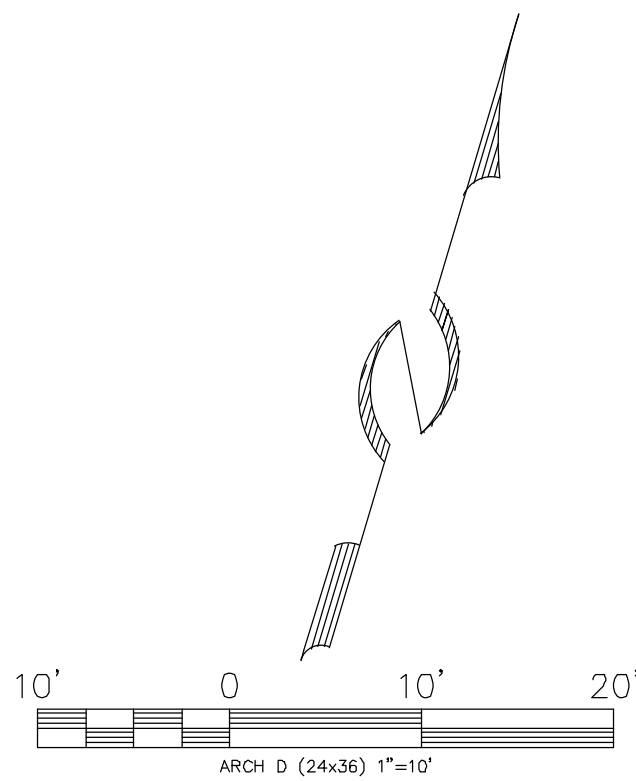
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



07/01/22 SHEET 7 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - BASEMENT

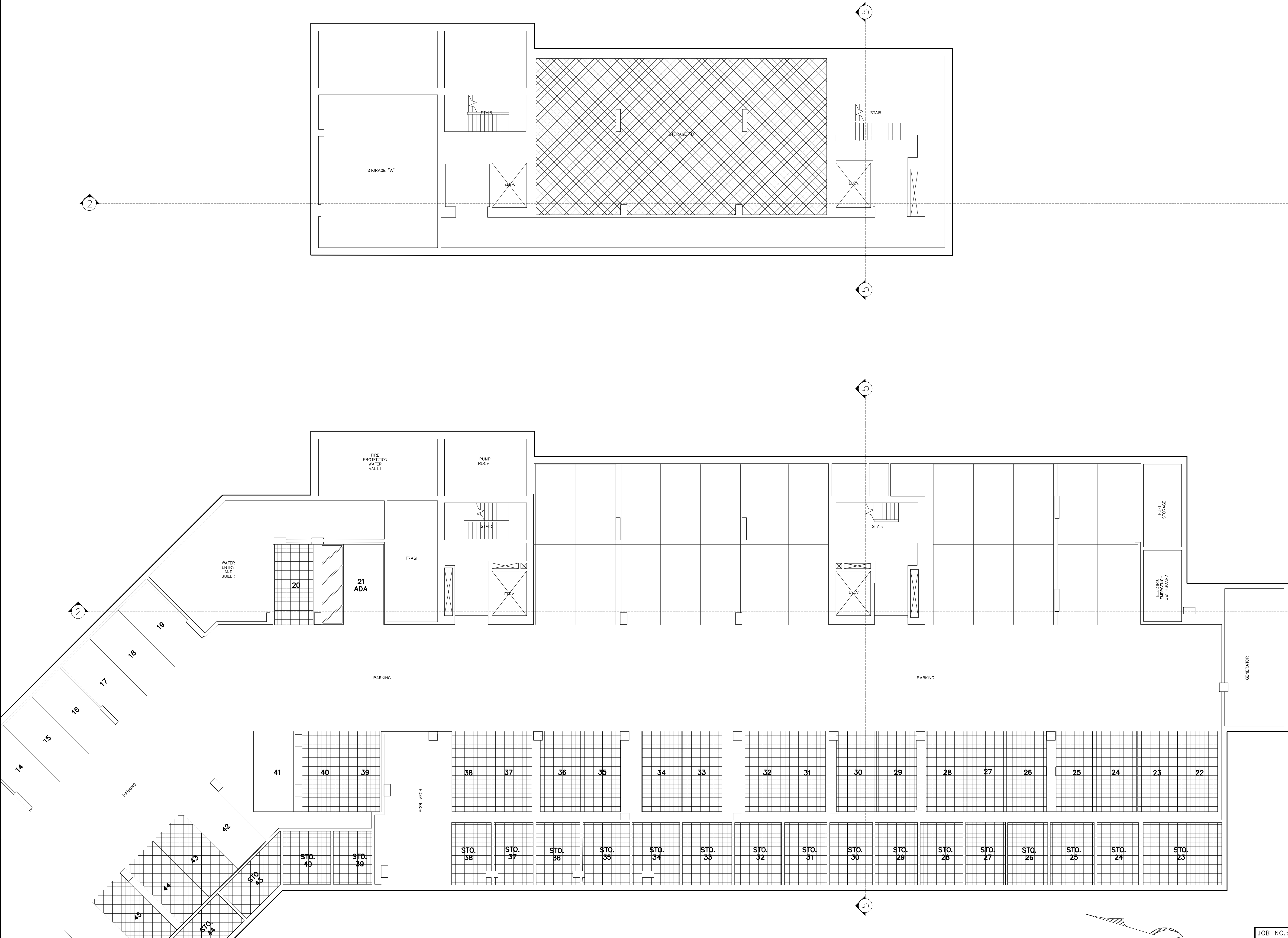
TOWER B - PARKING 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



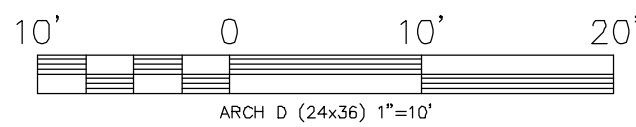
(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



01/01/22 SHEET 8 OF 18

JOB NO.: 01-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

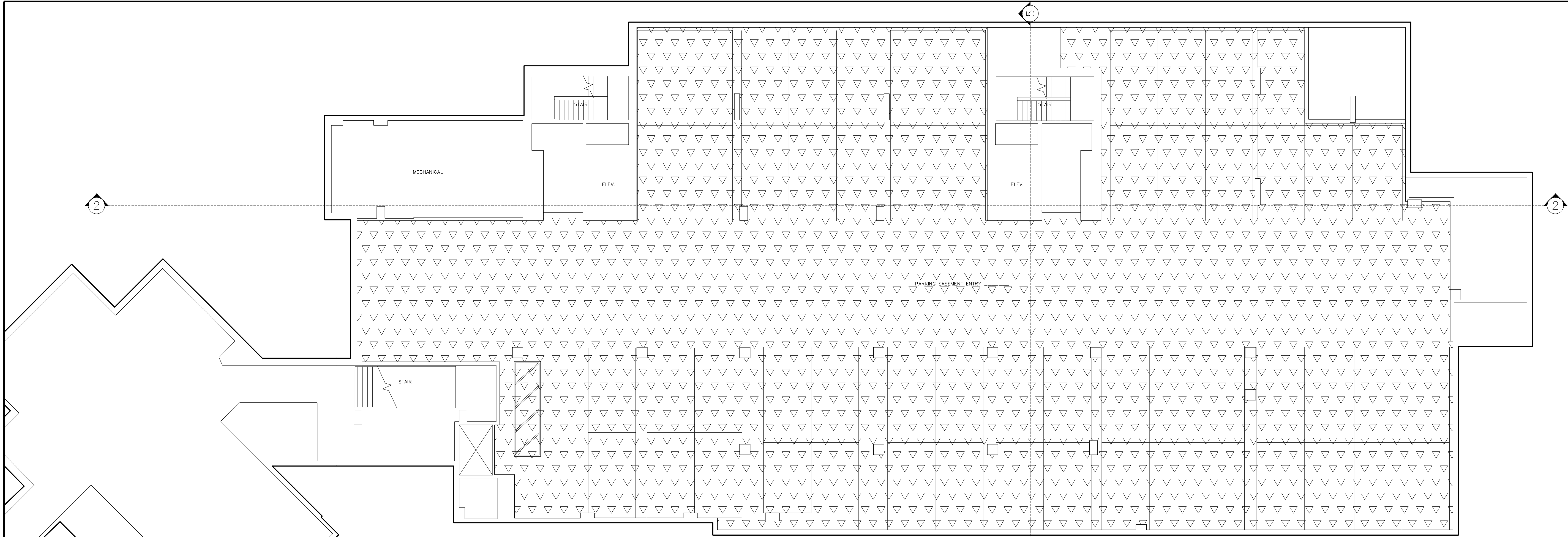
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

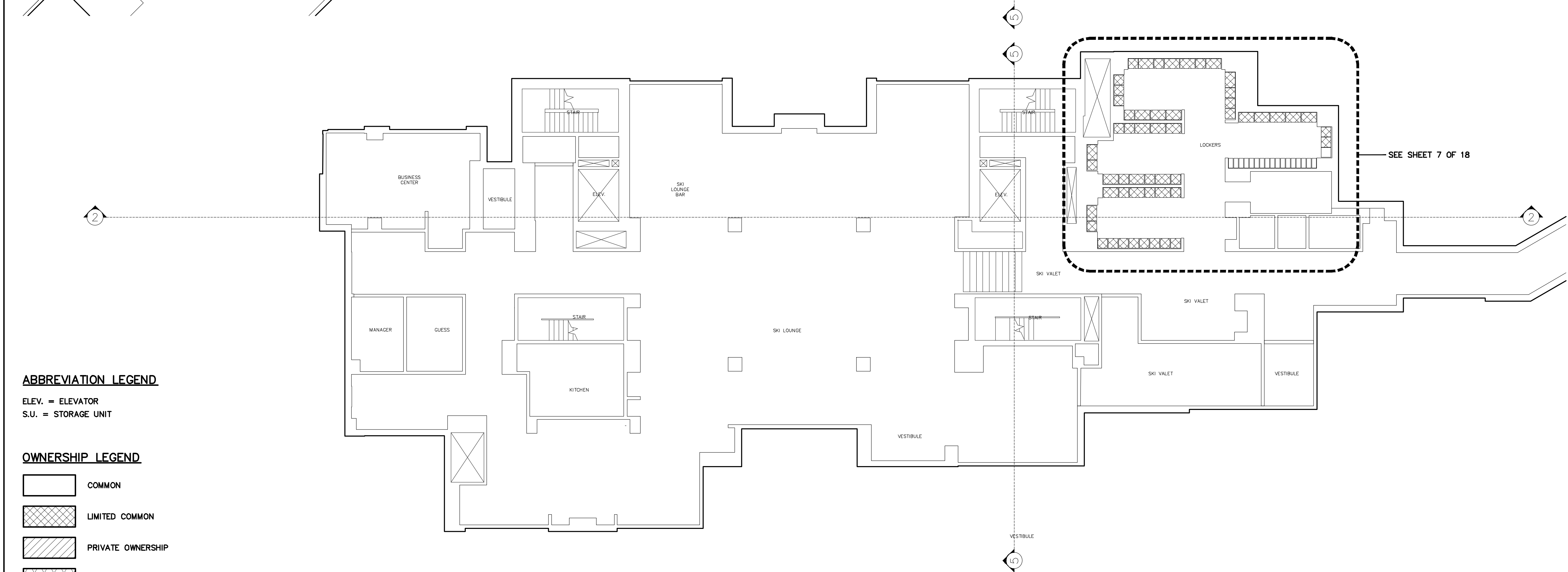
_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - PARKING 1



TOWER B - LEVEL ONE



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

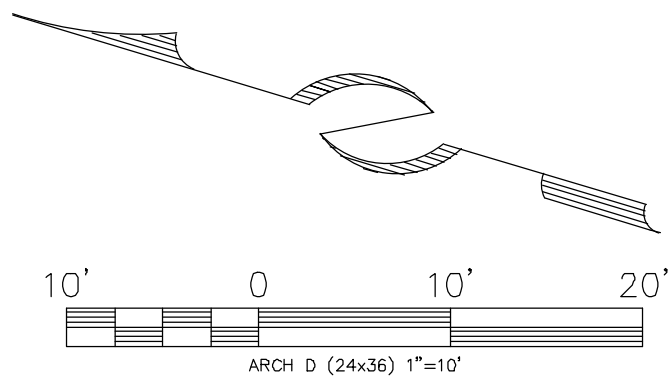
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 6-3-19 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

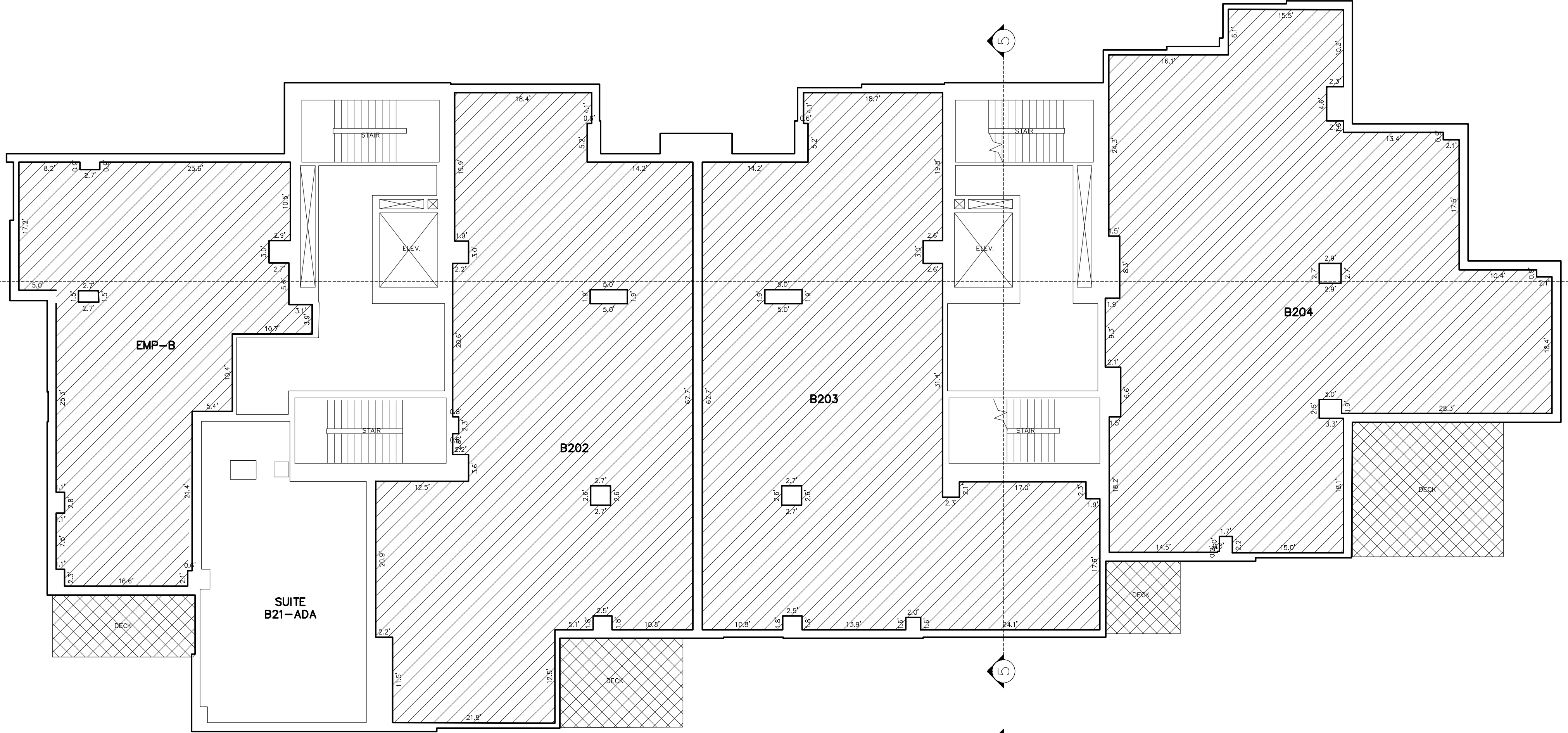
AT THE REQUEST OF _____

____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

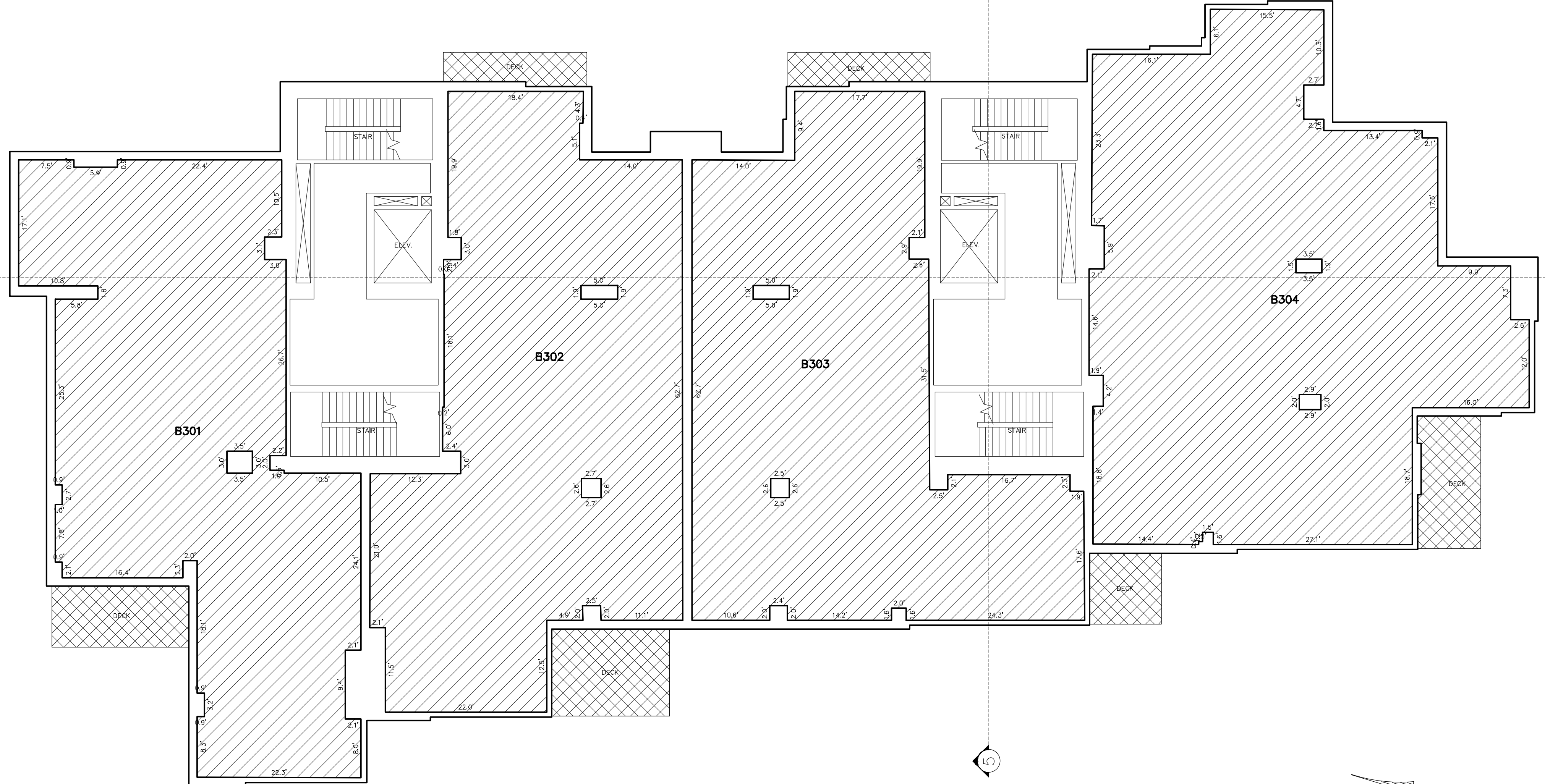
TOWER B - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B21-ADA	801 SF
EMP-B	1,473 SF
B202	2,647 SF
B203	2,574 SF
B204	2,973 SF



TOWER B - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B301	2,549 SF
B302	2,647 SF
B303	2,574 SF
B304	3,195 SF

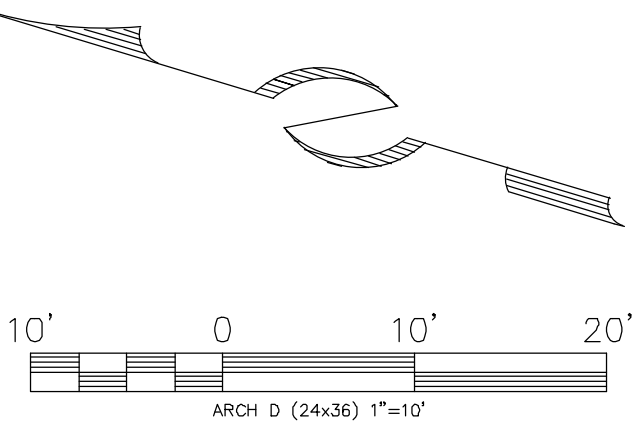


ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

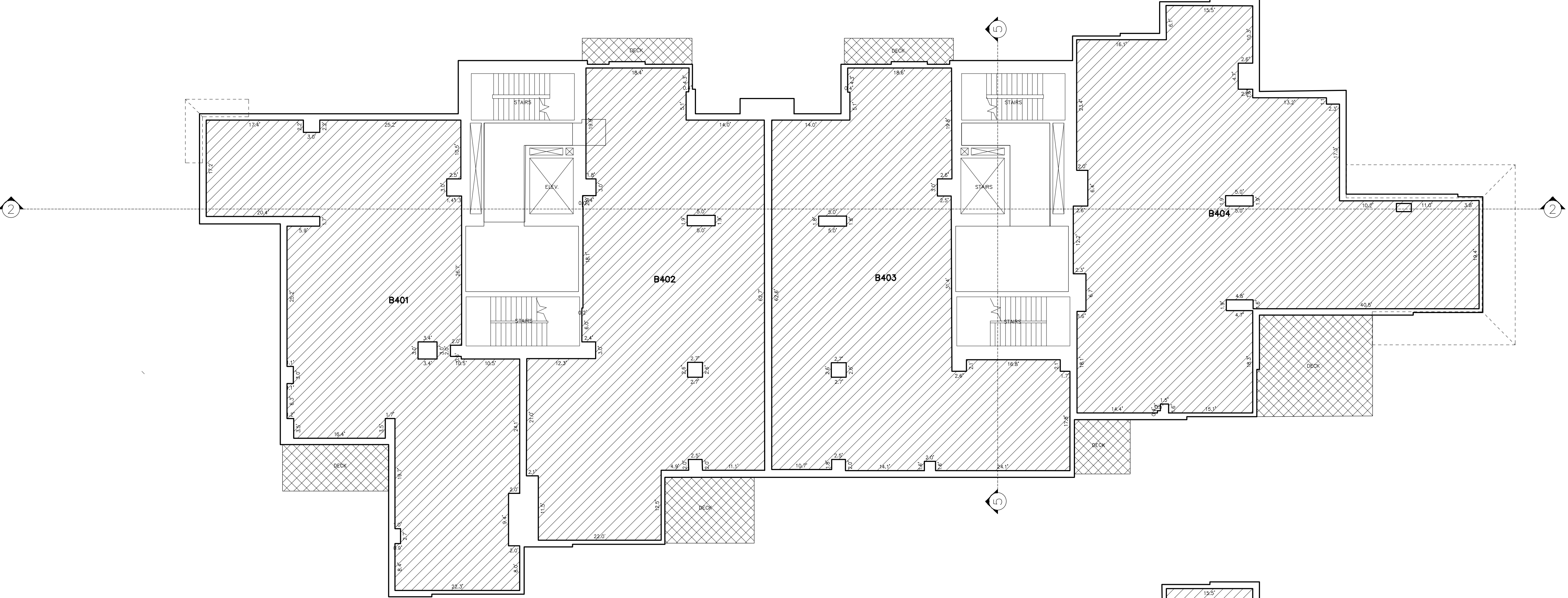
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



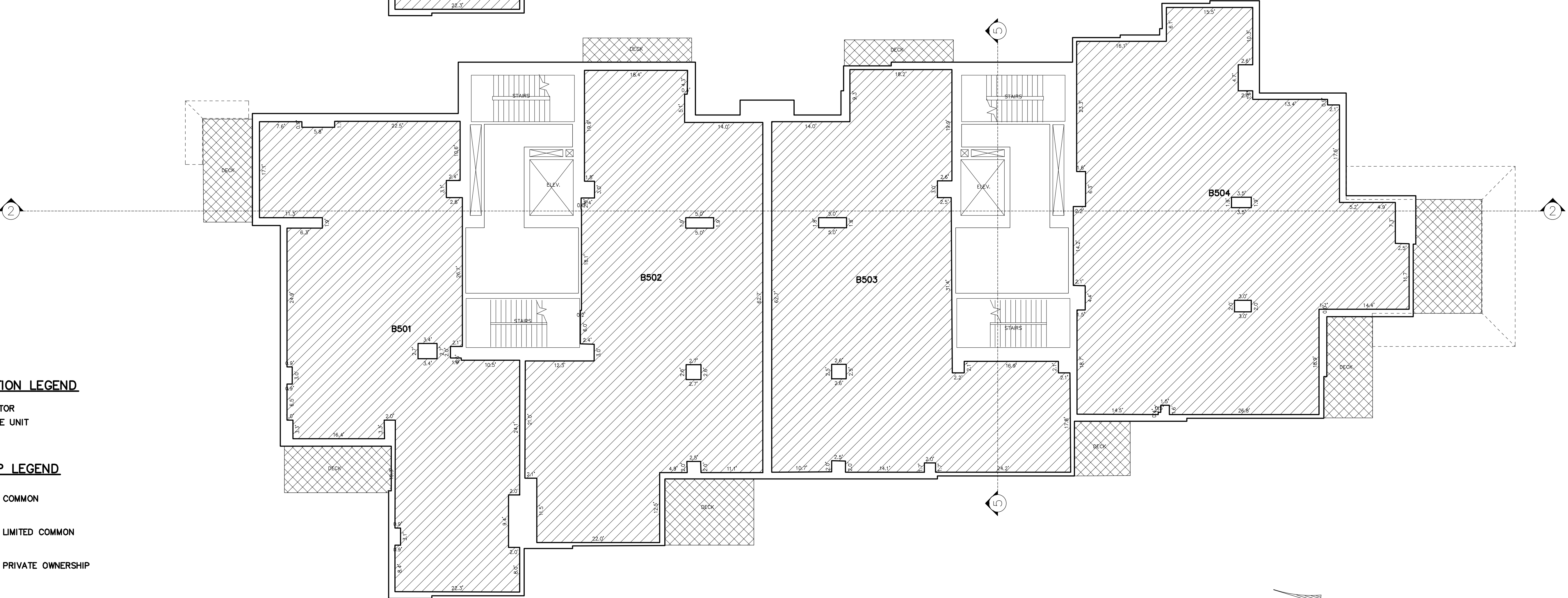
TOWER B - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B401	2,713 SF
B402	2,647 SF
B403	2,574 SF
B404	3,217 SF



TOWER B - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B501	2,546 SF
B502	2,647 SF
B503	2,574 SF
B504	3,189 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

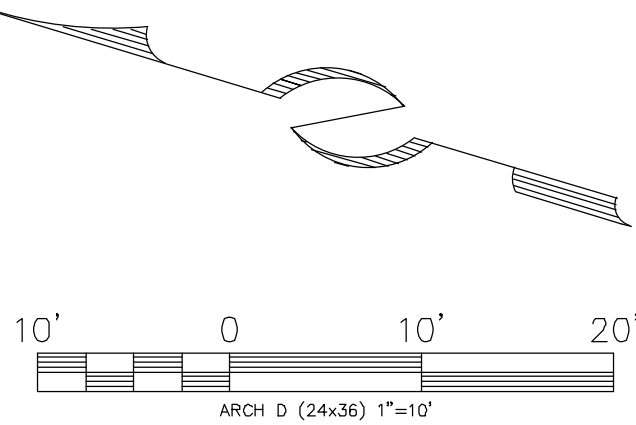
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



TOWER B - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B601	2,713 SF
B602	2,647 SF
B603	2,574 SF
B604	3,244 SF

TOWER B - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B702	4,514 SF
B703	4,812 SF

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

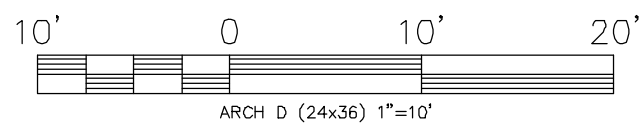
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

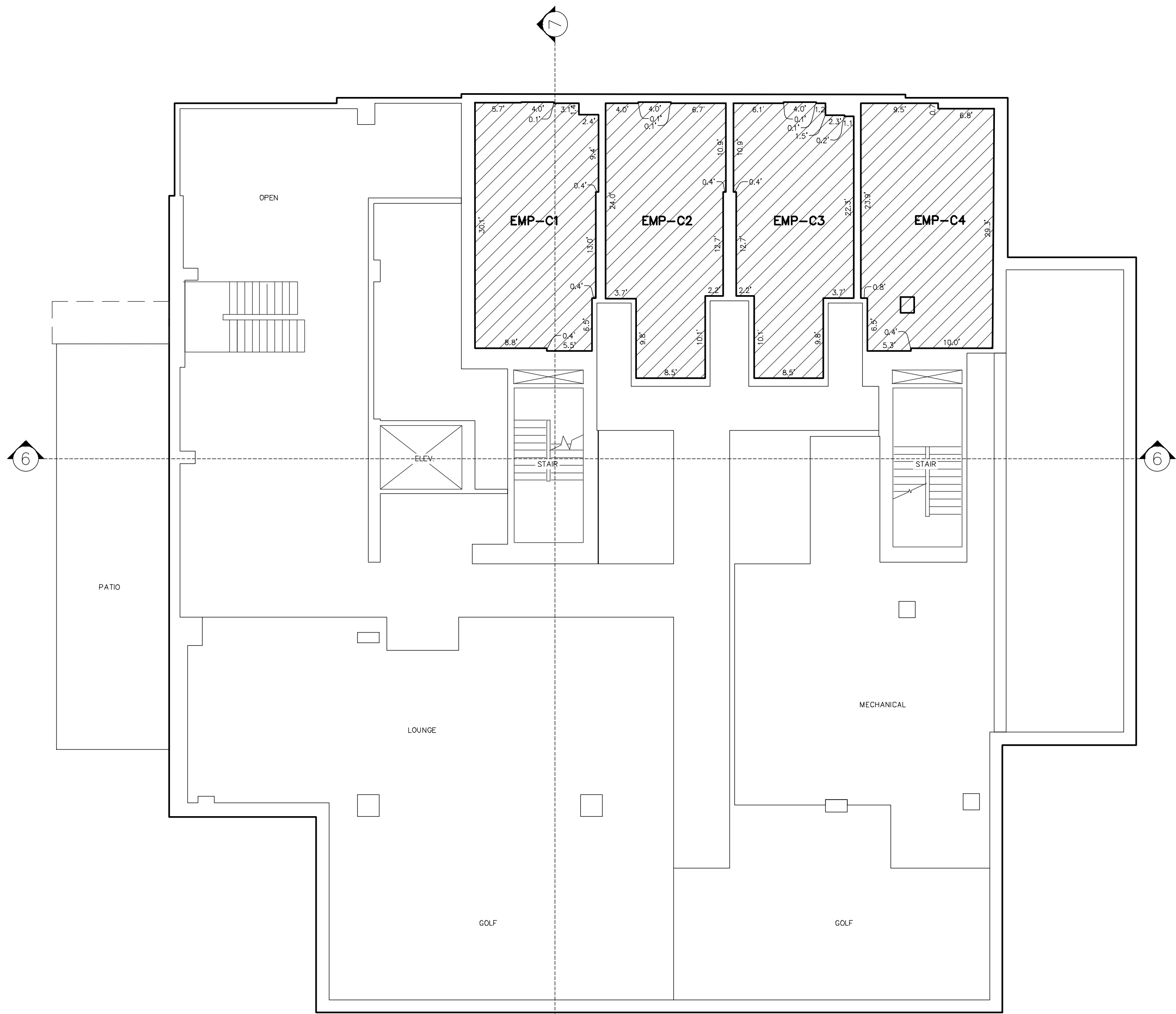
07/07/22 SHEET 12 OF 18

TOWER C - LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-C1	444 SF
EMP-C2	431 SF
EMP-C3	425 SF
EMP-C4	479 SF



TOWER C - PARKING



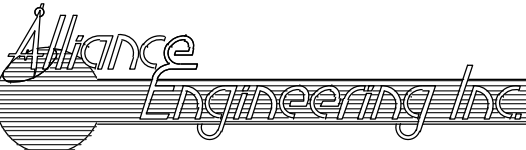
TOWER C - LEVEL ONE

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



(435) 649-9467

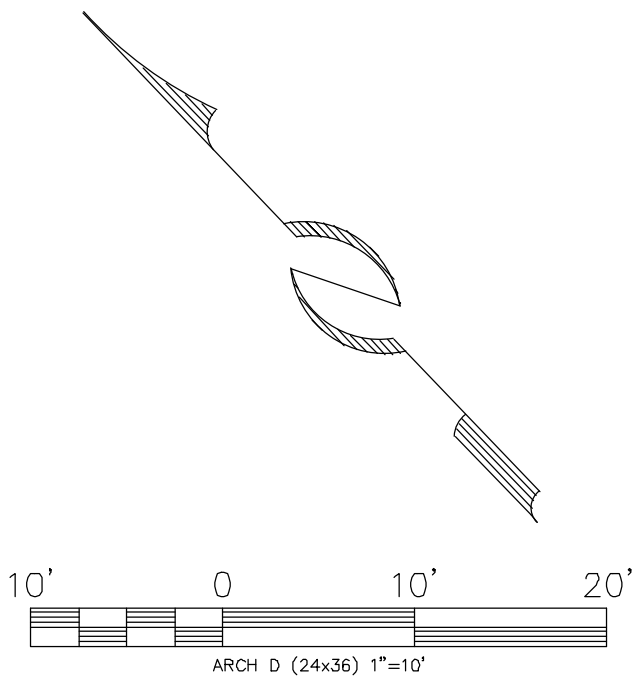
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

01/01/22 SHEET 13 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

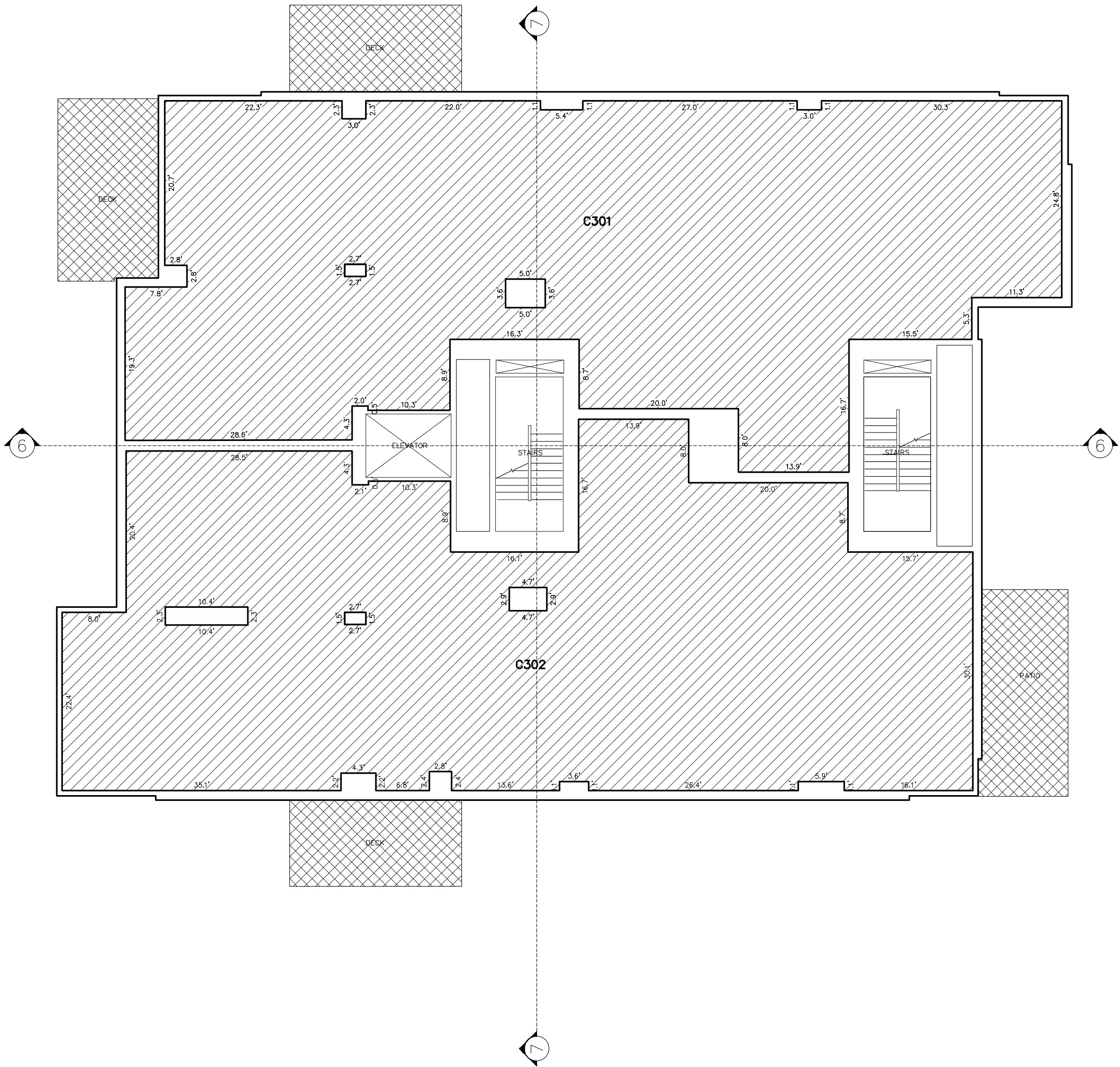
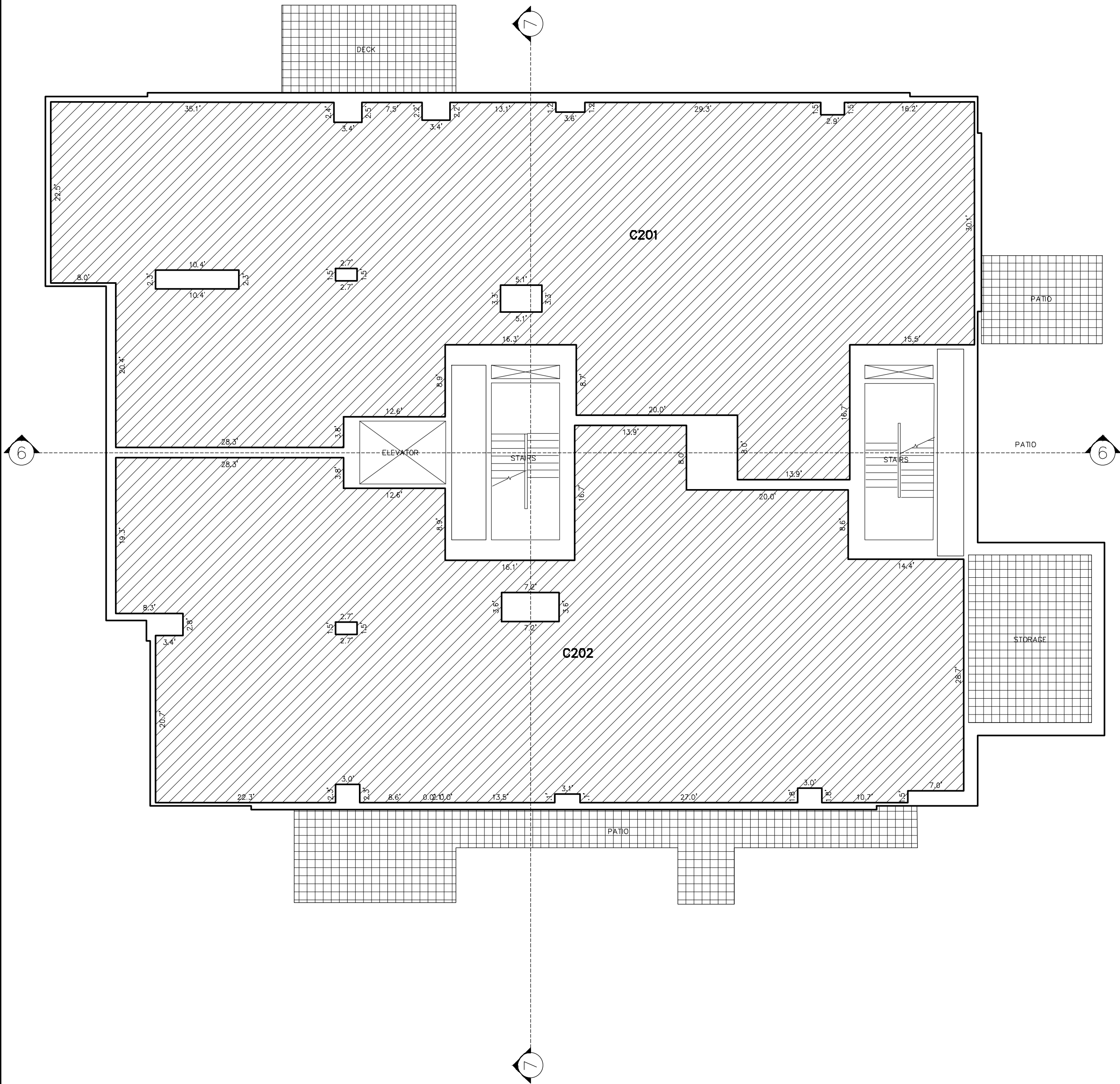
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C201	4,180 SF
C202	3,865 SF

TOWER C - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C301	4,202 SF
C302	4,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

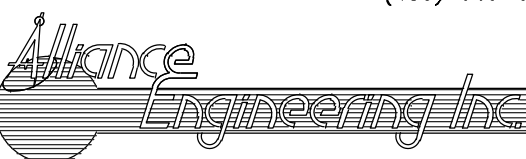
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

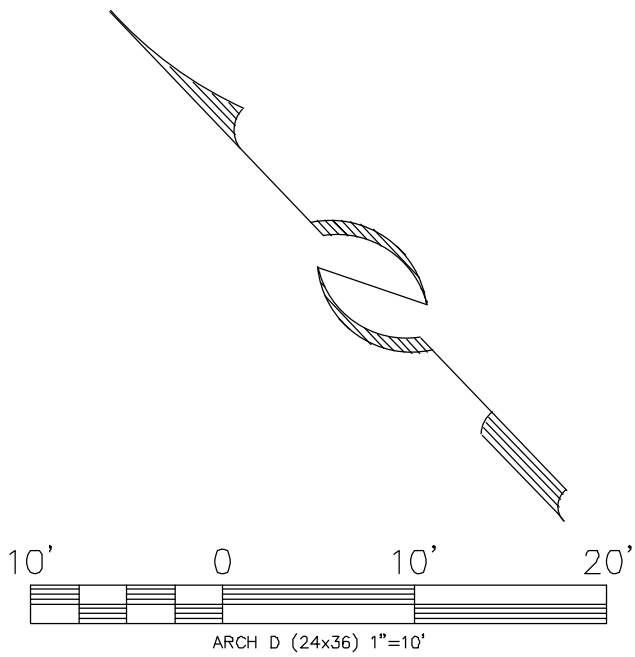
SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



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



07/07/22 SHEET 14 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

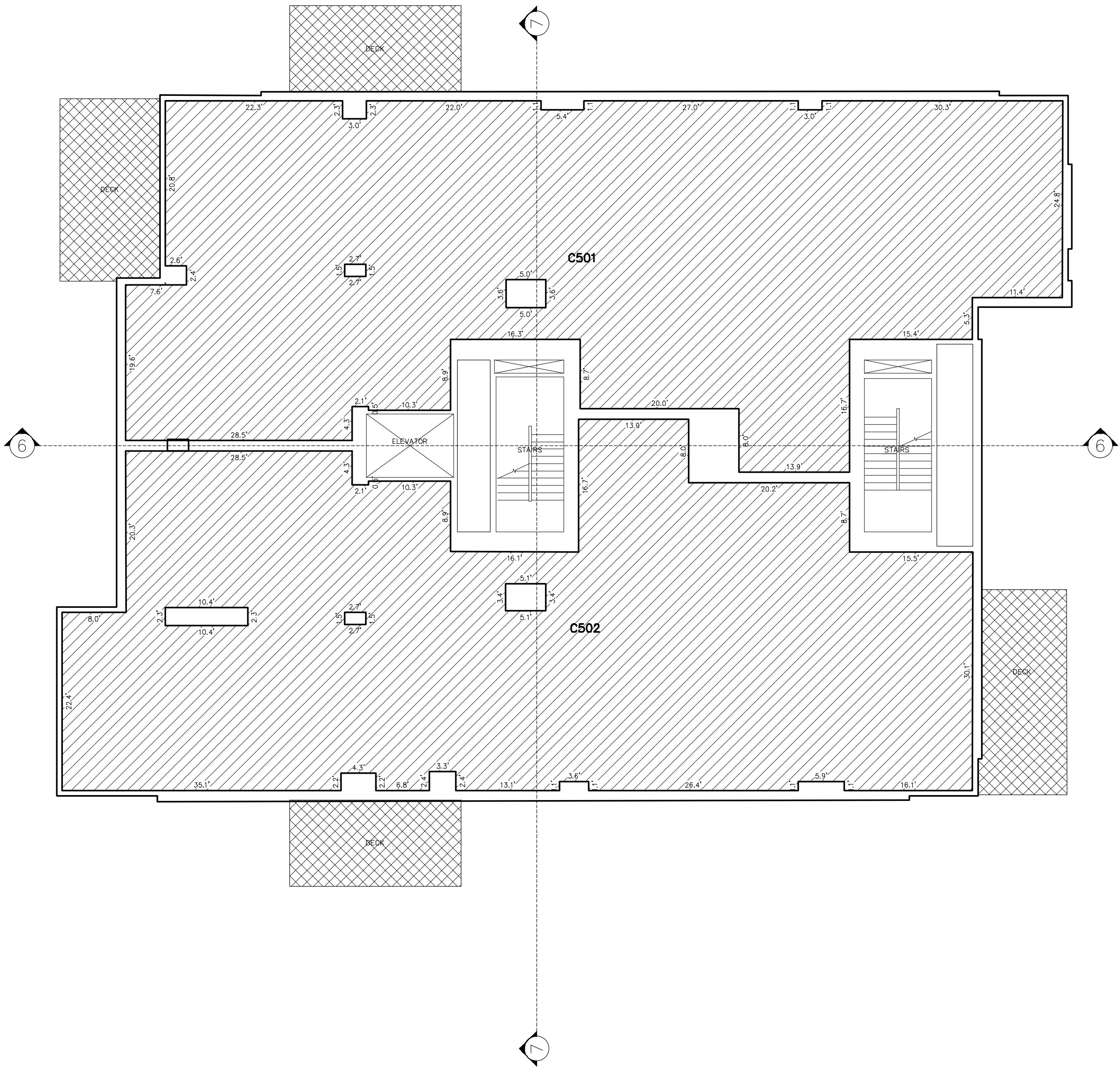
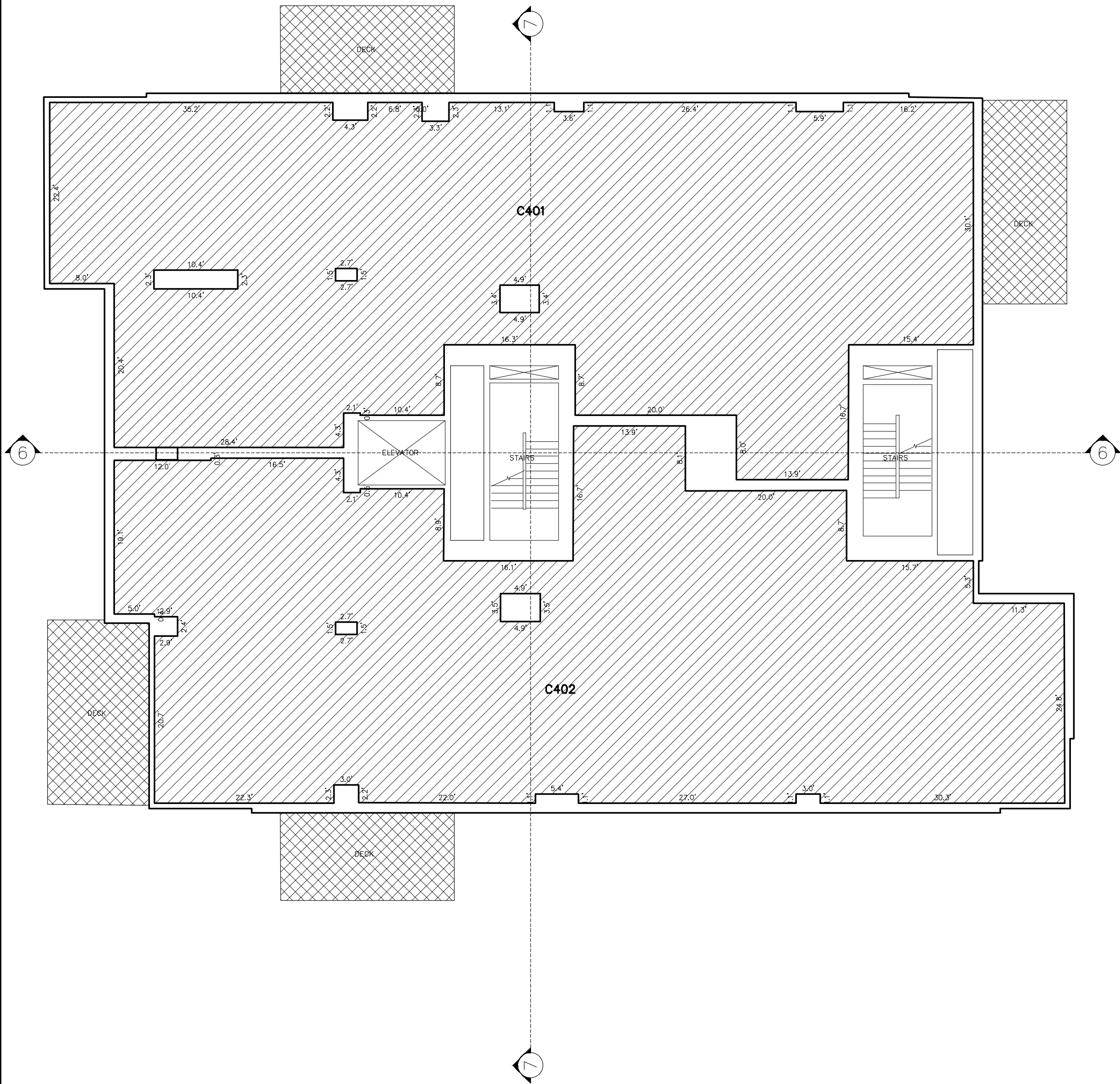
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C401	4,190 SF
C402	4,202 SF

TOWER C - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C501	4,202 SF
C502	4,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

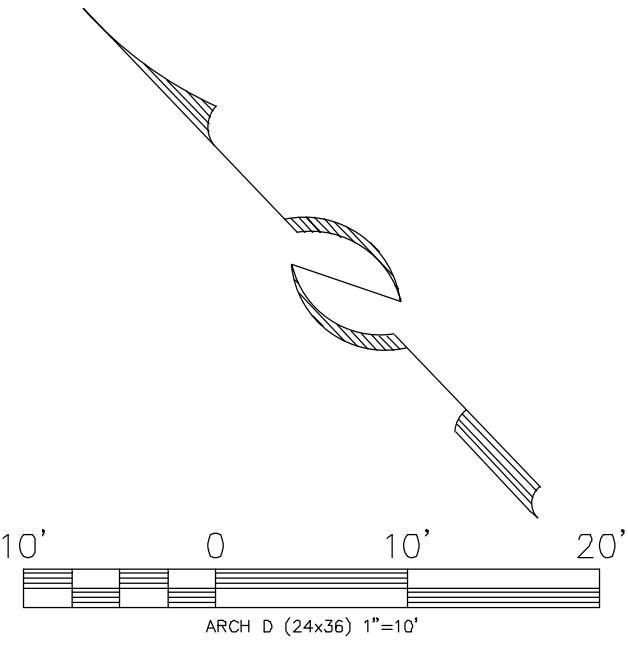
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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



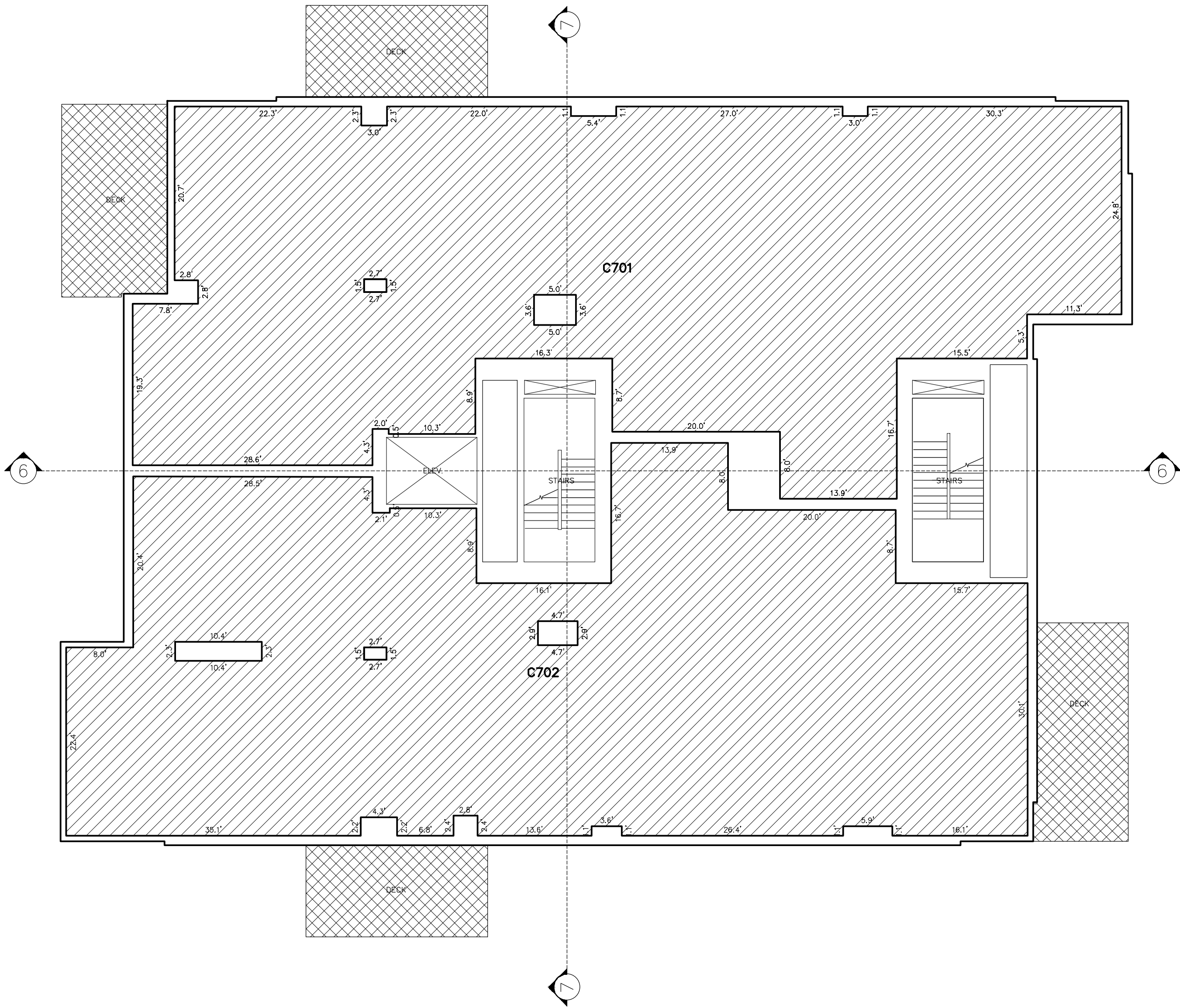
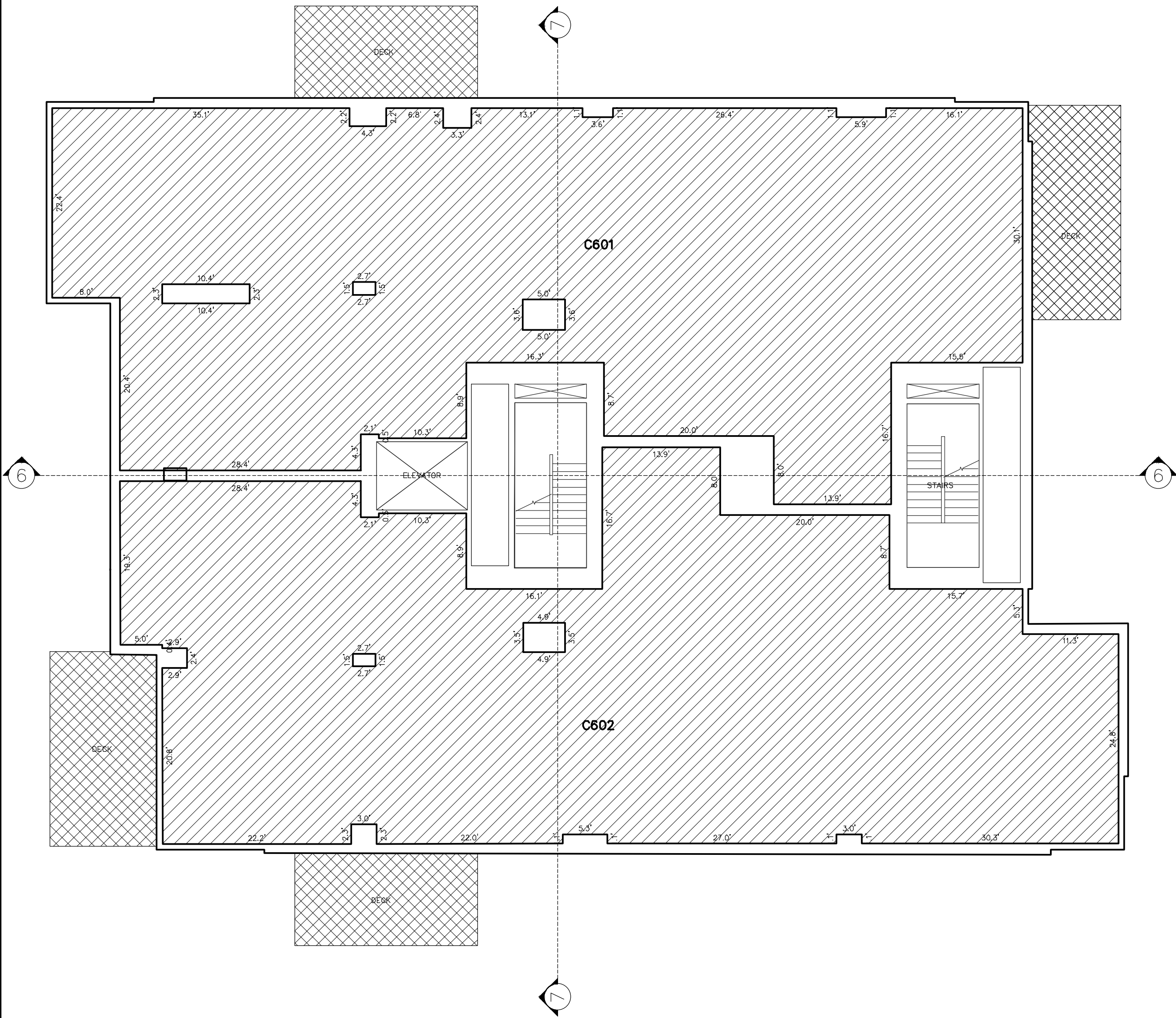
JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg
07/07/22 SHEET 15 OF 18
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C601	4,190 SF
C602	4,202 SF

TOWER C - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C701	4,202 SF
C702	4,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

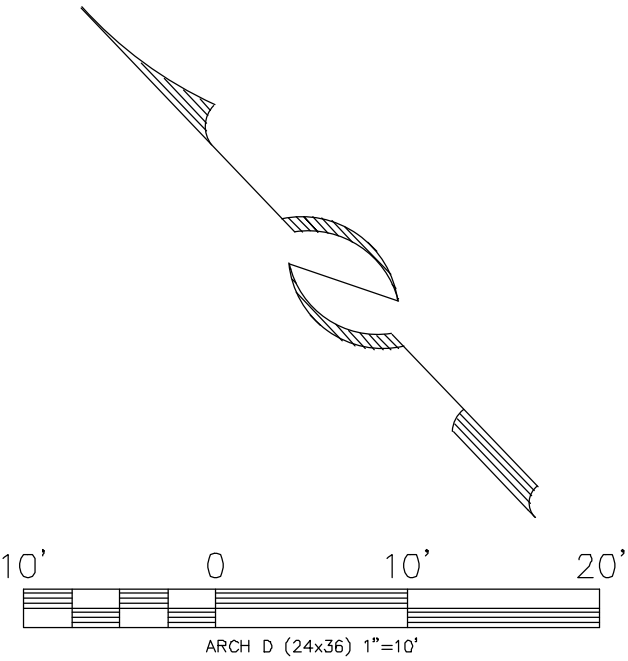
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



07/01/22 SHEET 16 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

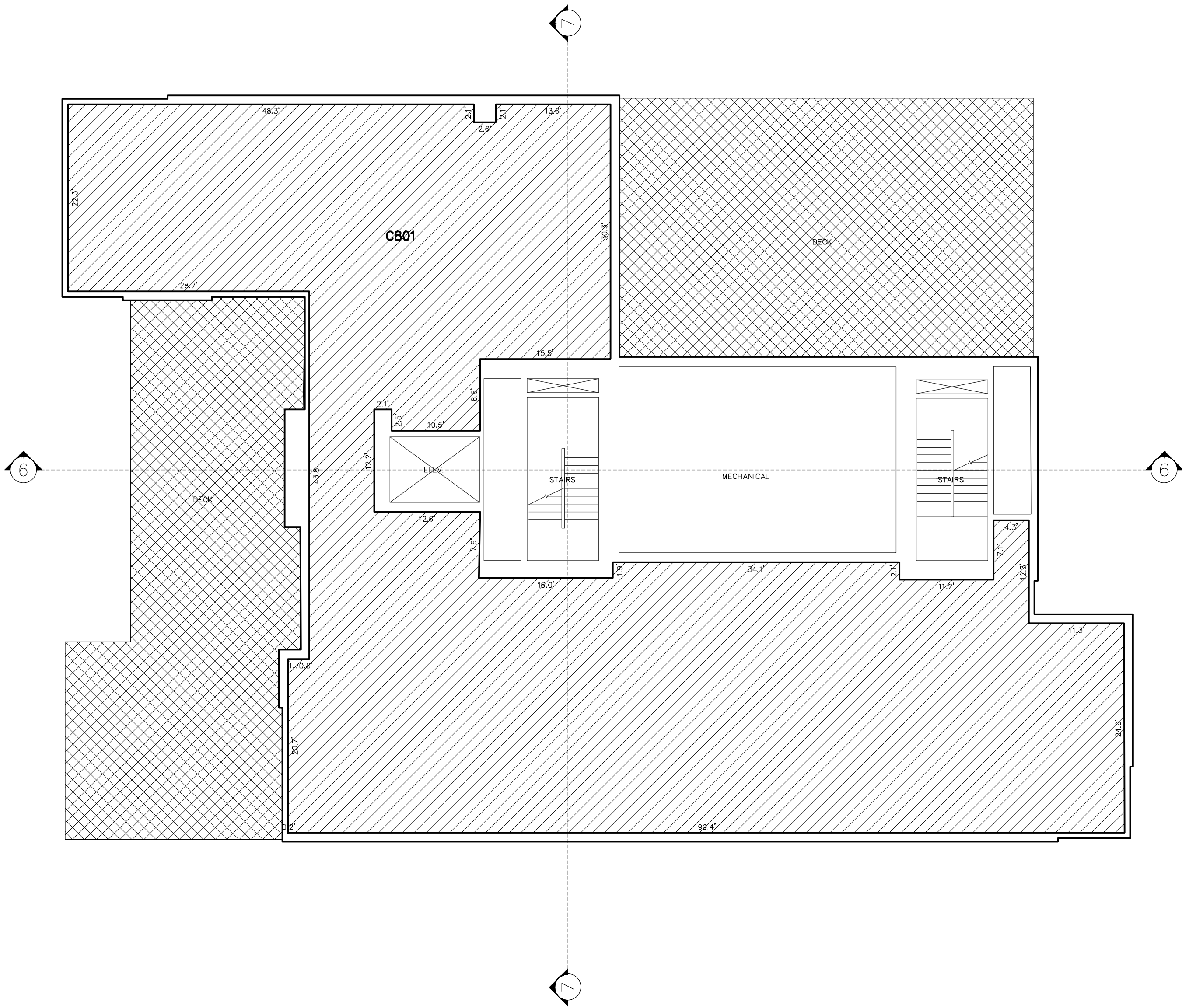
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL EIGHTH
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C801	5,148 SF

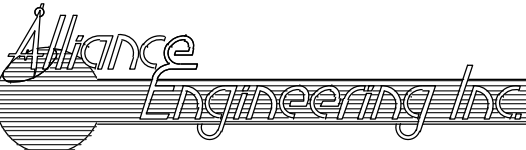


ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

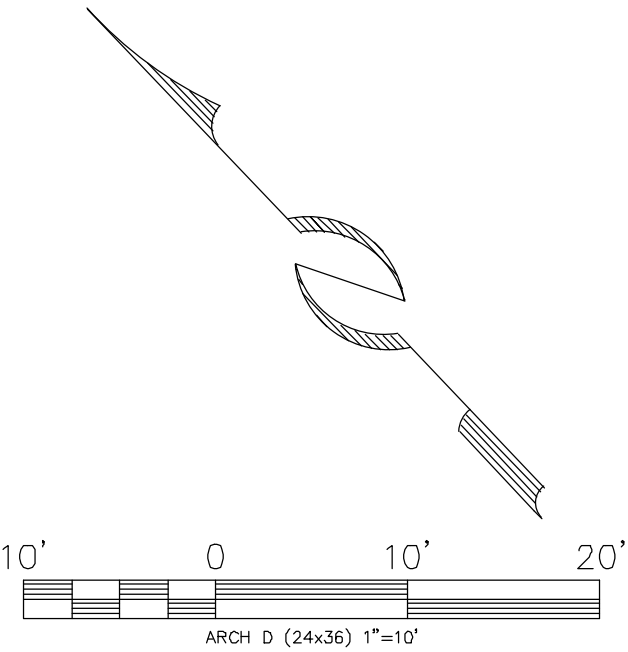


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sv\plat2018\01118-condo plat.dwg

01/01/22 SHEET 17 OF 18

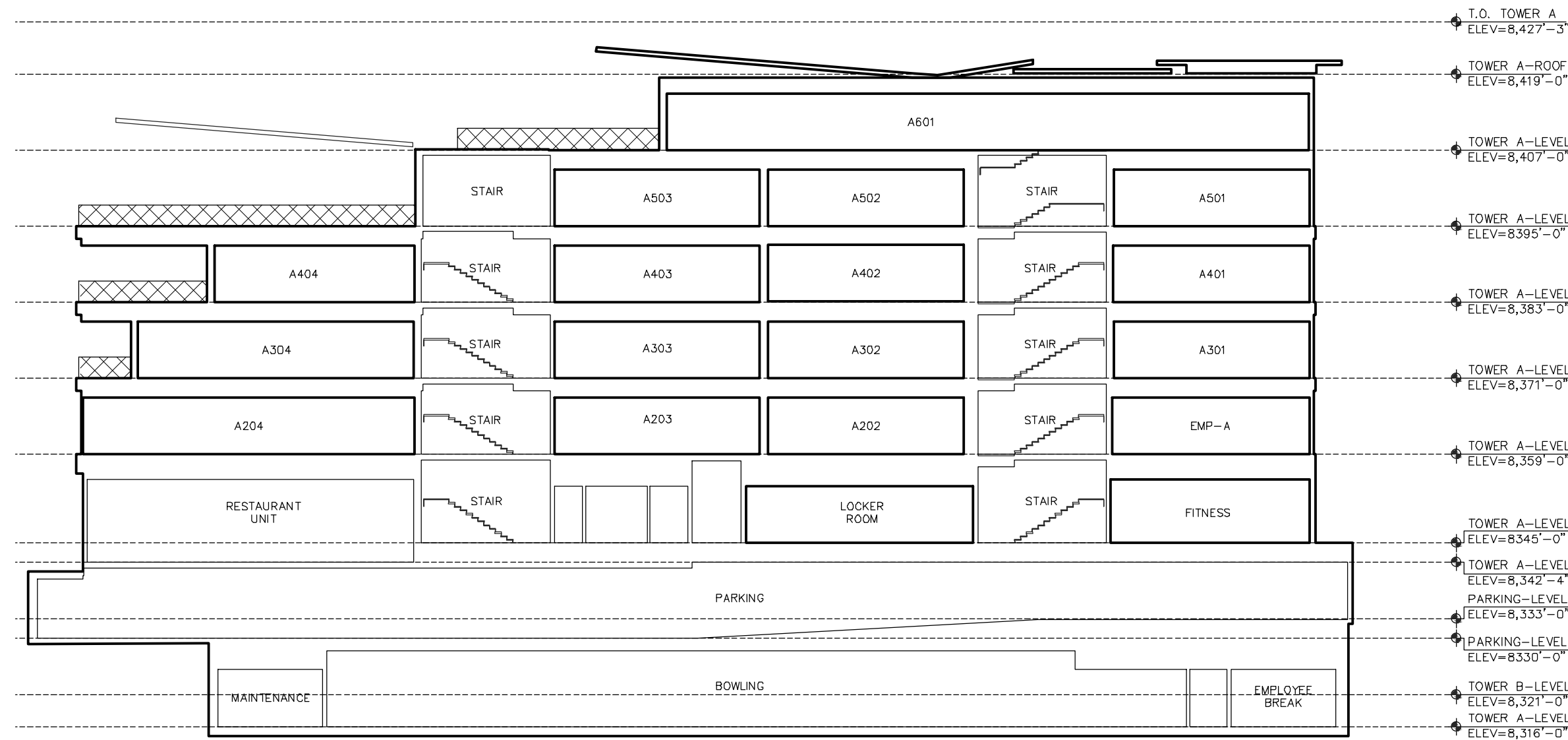
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

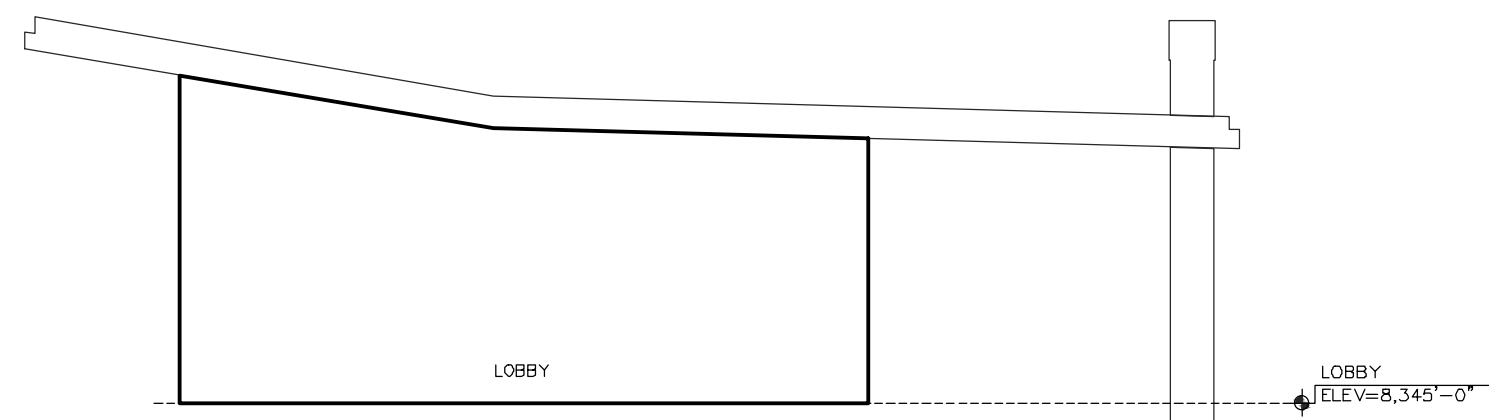
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____



1 TOWER A SECTION 1-1
SCALE: 1" = 20'



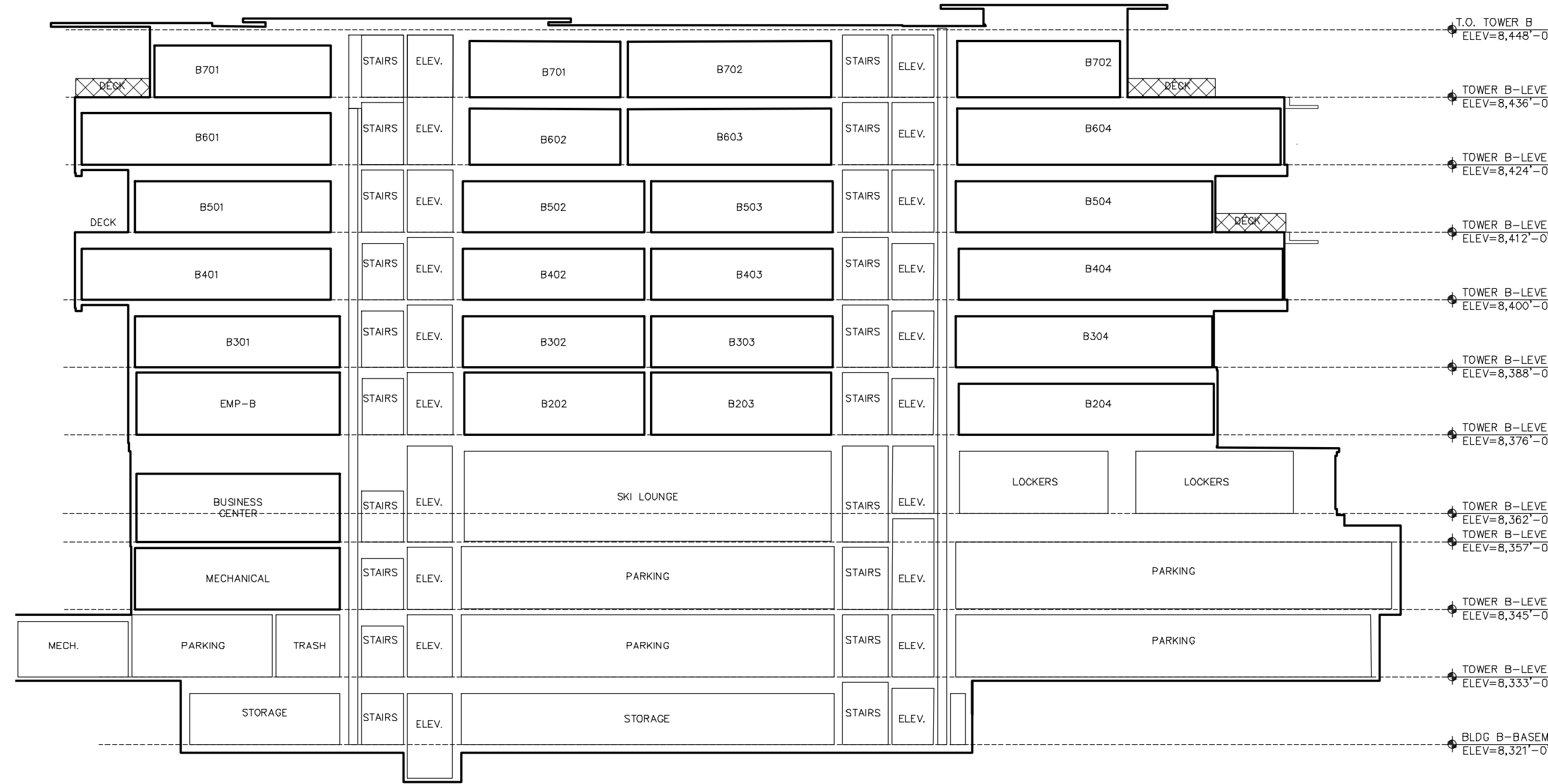
4 SECTION 4-4
SCALE: 1" = 20'

ABBREVIATION LEGEND

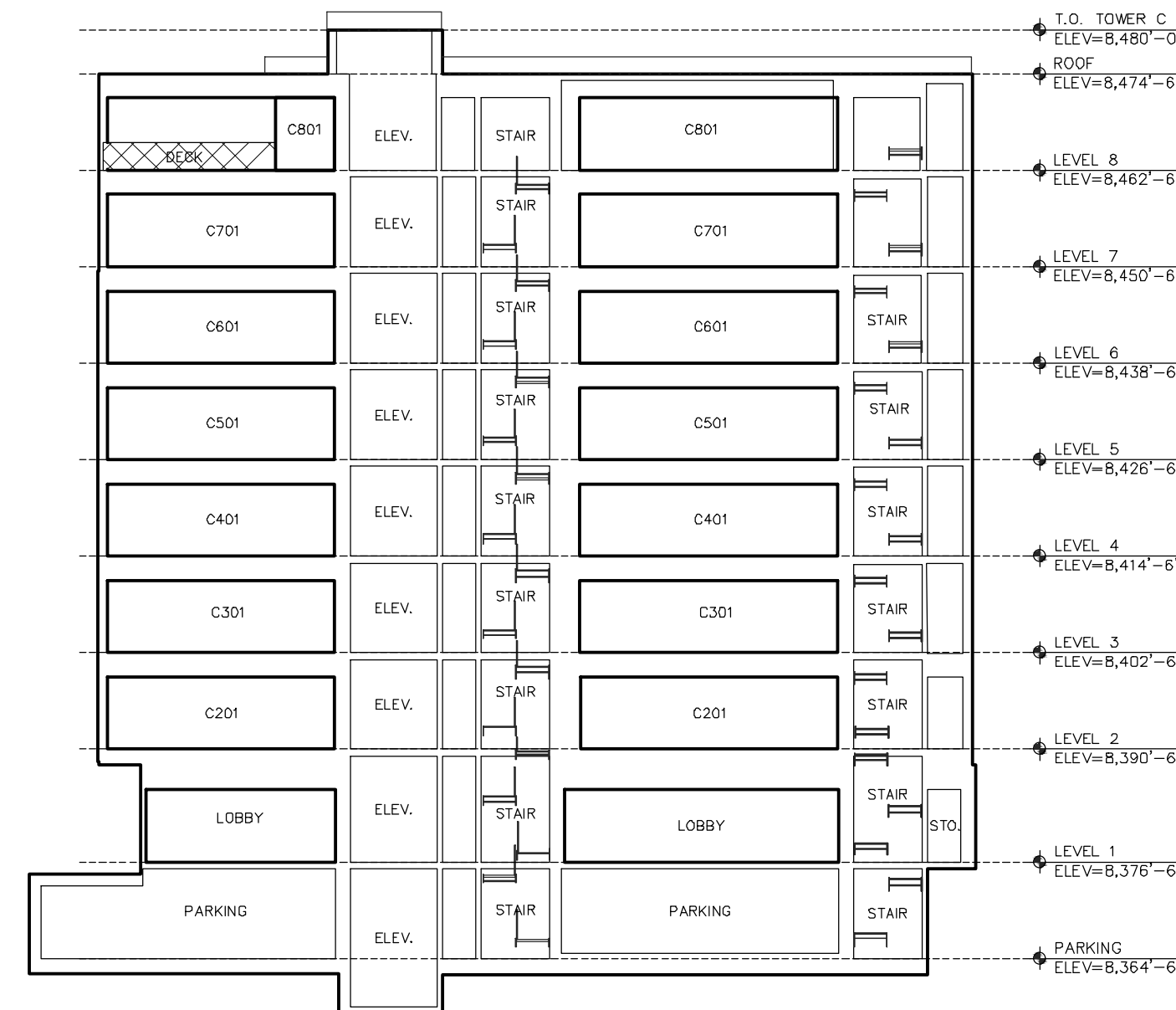
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

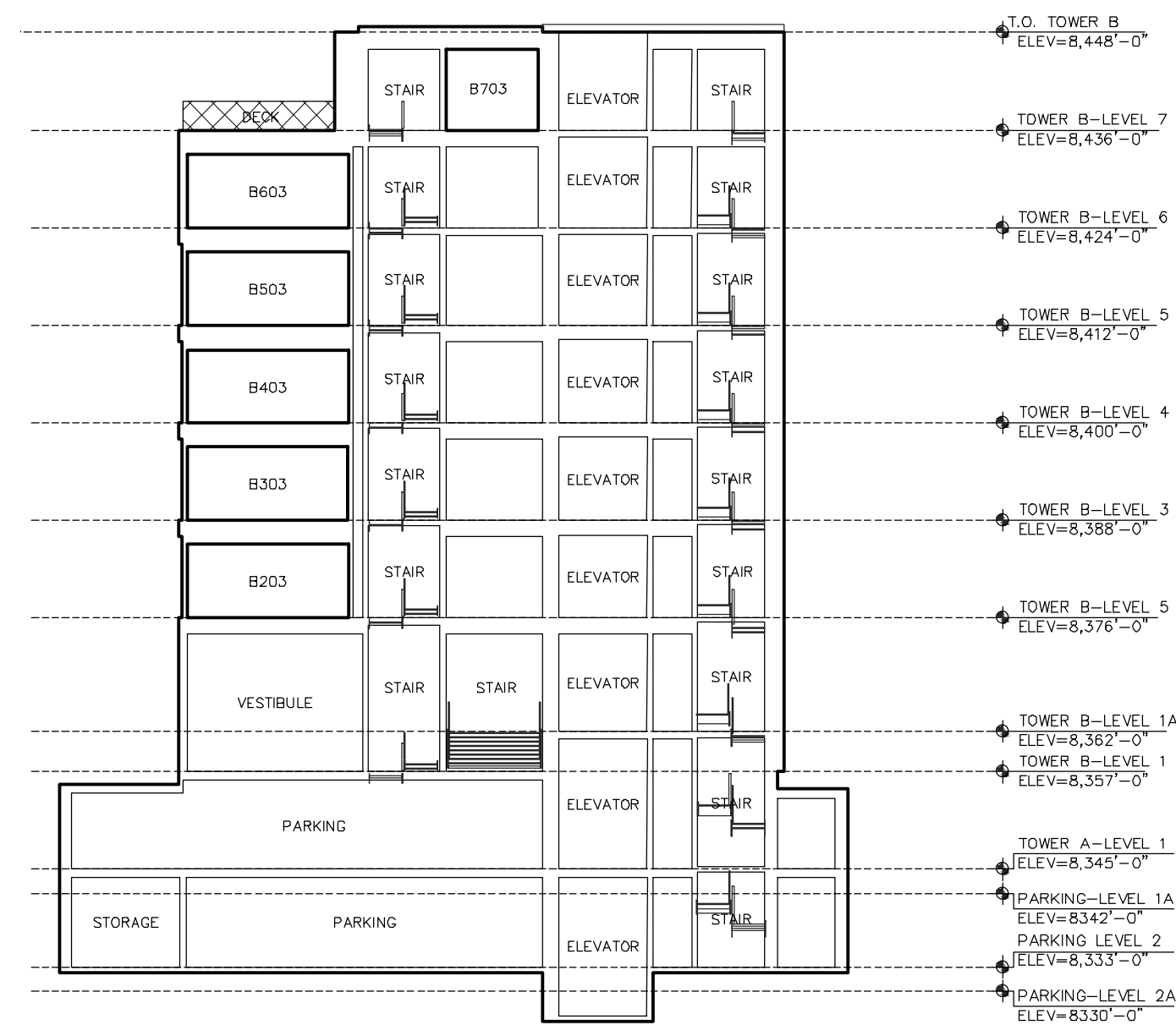
COMMON
LIMITED COMMON
PRIVATE OWNERSHIP



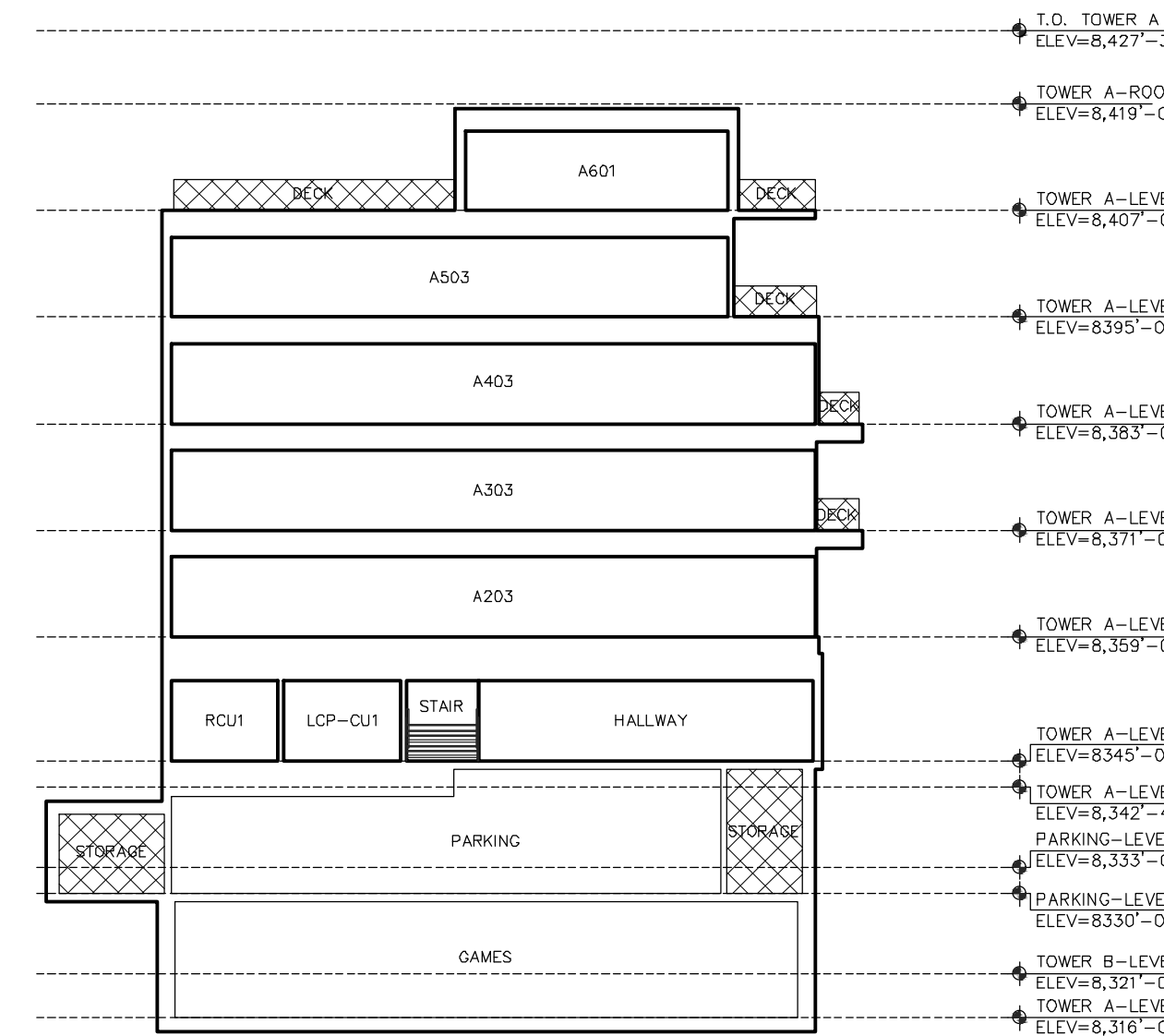
2 TOWER B SECTION 2-2
SCALE: 1" = 20'



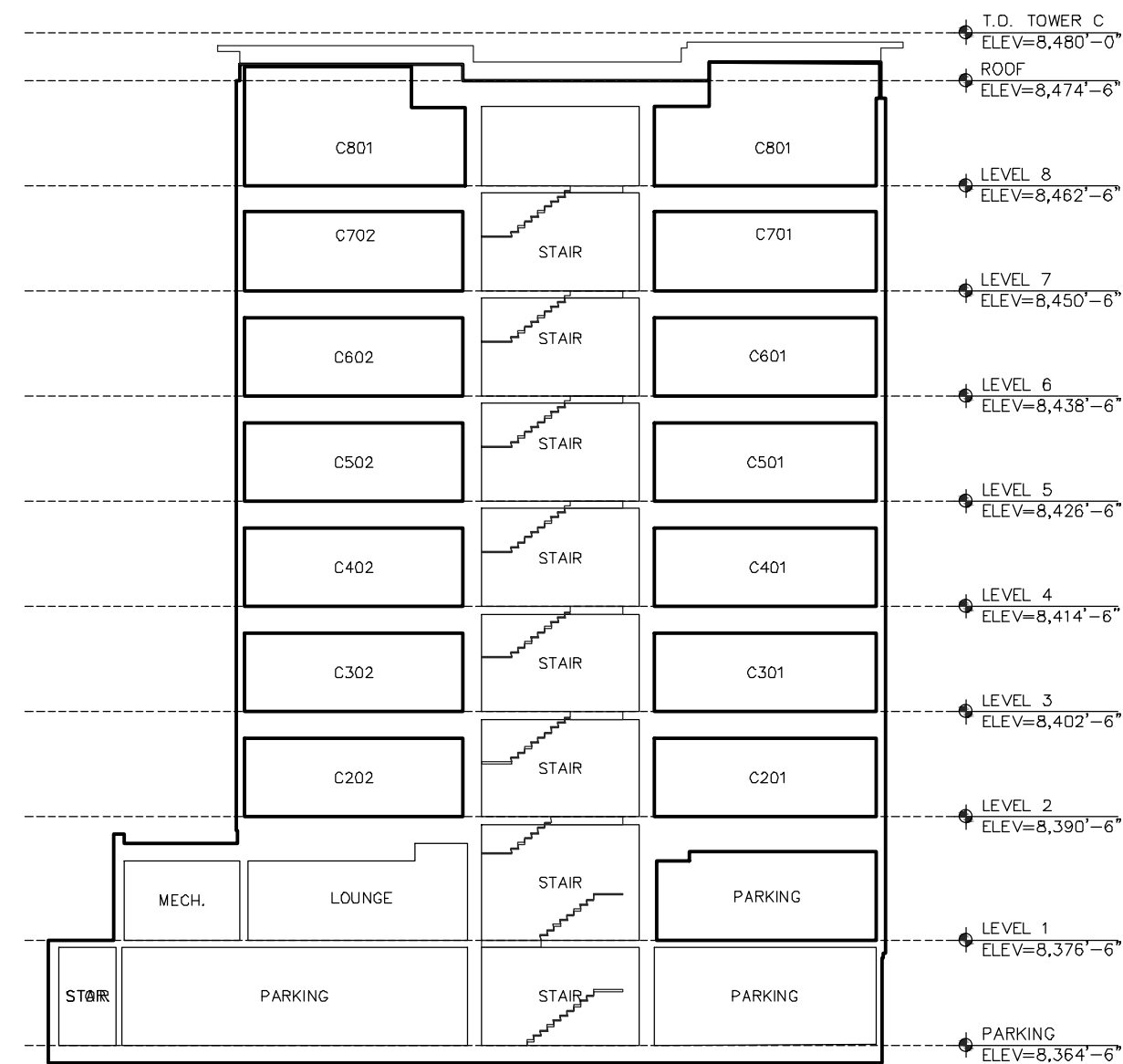
6 TOWER C SECTION 6-6
SCALE: 1" = 20'



5 TOWER B SECTION 5-5
SCALE: 1" = 20'



3 TOWER A SECTION 3-3
SCALE: 1" = 20'

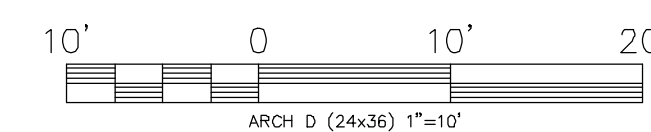


7 TOWER C SECTION 7-7
SCALE: 1" = 20'

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



07/01/22 SHEET 18 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

Sommet Blanc

• Condominium Plat

July 6th, 2022

On 3/9/22, Planning Commission held a Meeting and Public Hearing on the proposed Sommet Blanc project. At this meeting the Pod B2 MPD was amended to reflect changed volumetric and a Conditional Use Permit (CUP) was issued based on drawings reviewed at that meeting. Attached is application for a Condominium Plat approval for this project.

Project Summary

- 7 acre site between Lucky Jack ski trail, Marsac Avenue and Twisted Branch Rd.
- 3 acre Conservation Easement on upper portion of site.
- Three lodge buildings adjacent Ruby Chair and Empire Day Lodge.
- 49 residential condos (162,000 sf)
- 1 restaurant condominium unit (3,600 sf)
- 6 deed restricted affordable housing units (4,725 sf)
- 2 ADA suites (HOA Common Area)
- 107 parking stalls as required
- 54 parking stalls for adjacent Empire Day Lodge as permitted

Ownership

The property is currently held by four separate entities. This was done in anticipation of phased construction. Recorded plat will be signed on behalf of each of the four entities, with plat erasing internal parcel lines to create one Common Area property and 56 condo units.

Affordable Housing

On 3/17 the Housing Authority reviewed and approved the proposed affordable housing. At time of plat recordation, these units will be deed restricted per form approved by City Attorney. COA requires 4,683 sf Affordable Housing. Plat shows 4,725 sf Affordable Housing. Flagstaff DA requires only 3,360 sf Affordable Housing.

Plat

Proposed plat is for the project as reviewed and approved by Planning Commission on 3/9/22. Maximum residential square footage is 162,000 sf. Plat shows 161,994 sf residential. Maximum commercial square footage is 3,600 sf. Plat shows 3,600 sf commercial.

Deer Valley Easements

Deer Valley has provided written consent to restaurant patio and Tower C ski beach patio encroaching into Ski Buffer Easement. The Upper Parking Deck under Tower B will be subject to an easement in favor of Deer Valley for the benefit of the Empire Day Lodge.

Conservation Easement

Applicant will record a Conservation Easement in favor of Summit Land Conservancy on 3.06 acres on upper portion of property. Applicant is finalizing easement language with Summit Land. Draft easement language provided.

Utility Access Easement

At request of Park City Municipal Water Department, plat shows a Utility Access Easement to provide the water department with access to the high pressure water main and PRV on the property. A 12' wide access will be constructed within this easement.

Rocky Mountain Power Temporary Power Easement

Sheet 1 of Plat shows RMP Easement 1138330 conflicting with the west end of Tower A. This easement is for temporary service for construction power and crane. Applicant is working with RMP to vacate this easement prior to plat recordation. A new easement will be recorded that does not conflict with Tower A. **Applicant recommends a COA that Easement 1138330 be vacated or relocated outside building footprint prior to plat recordation.**

Review Fees

55 Residential Units

1 Commercial Unit

56 Units

@ \$450/unit = \$25,200.

Previously paid.

Sommet Blanc site from Marsac roundabout (north).



Sommet Blanc site from Twisted Branch Road turnoff (east).



Sommet Blanc site from Twisted Branch Road near Ruby Chair (south)

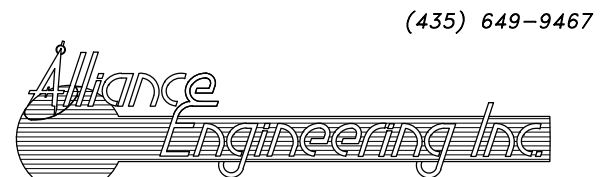
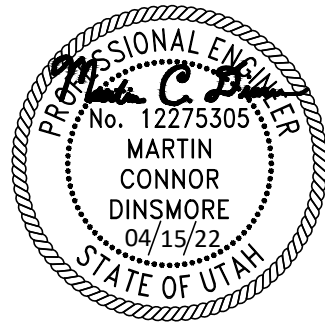
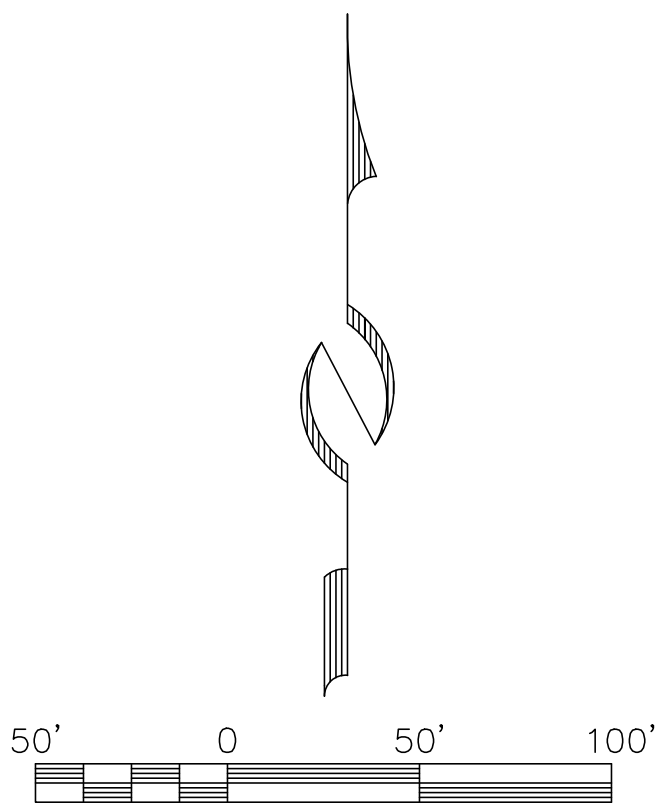


Sommet Blanc site from Ruby Chair (west)





LINE TYPE LEGEND			
ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER



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

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 04/15/2022

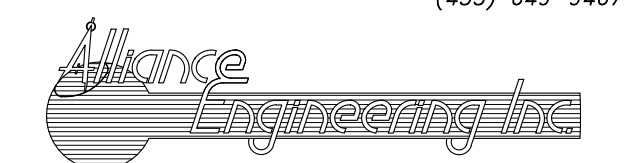
LOT 1, B2 EAST SUBDIVISION
EXISTING CONDITIONS
SOMMET BLANC DEVELOPMENT

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18

FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET
1
OF
1



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ CONNOR DINSMORE	LOT 1, B2 EAST SUBDIVISION NEIGHBORHOOD CONTEXT SOMMET BLANC DEVELOPMENT	SHEET 1 OF 13	
	DATE: 08/04/2021	FOR: SOMMET BLANC RESIDENCES I, LLC JOB NO.: 1-11-18		
	FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg			



March 9, 2022

Sommet Blanc Residences
9300 Marsac Avenue
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-20-04702 & PL-21-04771
<u>Subject</u>	Lot 1, B2 East Subdivision
<u>Address</u>	9300 Marsac Avenue
<u>Description</u>	2007 Flagstaff Development Agreement Amendment, Master Planned Development Amendments, and Conditional Use Permit
<u>Action Taken</u>	Approved
<u>Date of Action</u>	March 9, 2022

On March 9, 2022, the Planning Commission held a public hearing and Approved an Amendment to the 2007 Flagstaff Development Agreement, Amendments to the Empire Pass Pod B2- Master Planned Development and a Conditional Use Permit based on the following:

Findings of Fact:

1. Site Location

A. Sommet Blanc Residences LLC., is Lot 1 of the B2 East Subdivision, located at 9300 Marsac Avenue. The site is located within Pod B2 of the Village at Empire Pass Master Planned Development MPD, and of the 2007 Flagstaff Amended Development Agreement, adjacent to the Deer Valley Empire Day Lodge.

2. Site Zoning

A. The site is zoned Residential Development (RD-MPD) as part of the Flagstaff Annexation and Master Planned Development.

B. In the RD zone a Multi-Unit Dwelling is a Conditional Use.

3. Controlling Documents

A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.

- B. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel.
- C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VMPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.

4. Application

- A. In November 2020, the applicant submitted an application for a Conditional Use Permit which was amended on July 15, 2021, for three (3) condominium lodges (Multi-Unit Dwellings) buildings with 43 residential units above underground parking, a 3,600-square-foot public restaurant, and four (4) townhome villas within two (2) duplexes, and a detached ancillary ski locker building located on the hillside above the condominiums.
- B. On January 20, 2022 the applicant submitted modified plans for the Conditional Use Permit which includes three (3) condominium lodges (Multi-Unit Dwellings) buildings with 49 residential units above underground parking, a 3,600-square-foot public restaurant.
- C. The property is known as Lot 1 of the B2East Subdivision, approved by Council on March 9, 2017.
- D. The subdivision plat entails a 7.85 acre metes and bounds parcel. The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and 81 UEs, to be located within a maximum of 70 multi-family dwelling units.
- E. With 49 residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density.
- F. The applicant is requesting to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC [Chapter 15-6](#), Master Planned Developments.
- G. Through the 2007 MPD process for Pod B2 Empire pass, the Empire Pass Design Guidelines had approved a plan referred to as the Hill Glazier plan regarding volumetrics and design.

5. Compliance with CUP Criteria

- A. Size and location of the site;

- a. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod. Subdivision. (15-1-10(E)1).
- B. Traffic considerations including capacity of the existing Streets in the Area;
 1. Hales Engineering performed a Trip generation study, completed October 6, 2021. The report addresses the trip generation by Sommet Blanc, reporting that an average of 442 trips would be anticipated on an average weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour.
 2. As a comparison with the previous HG plan, the report states "With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%."
 3. The second Hales Engineering Traffic Study completed on January 25, 2022 produced similar results to the initial Traffic Study. The Conclusion stated there would still be a reduced number of trips compared to the Hill Glazier plans and that there would still be a high level of service available during peak hours on SR-224.
- C. Utility Capacity
 1. The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.
 2. Lot 1 of the B2 East subdivision is included in the storm water detention for the Empire Canyon community, which includes use of the large detention basin.
 3. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).
- D. Emergency vehicle Access;
 1. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
- E. Location and amount of off-Street parking;
 1. Per the Flagstaff DA, the residential parking stall requirement is reduced by 25% to 107.1 which rounds to 107 parking stalls. Each residential condo unit will have one assigned parking space.
 2. Per an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley for the Fireside Dining operation in the Empire Day Lodge. (15-1-10(E) 5).
- F. Internal vehicular and pedestrian circulation system;
 1. The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. (15-1-10(E)6)
- G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

1. Sufficient screening and landscaping separate the use from adjoining uses.
 2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).
- H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
1. The project is smaller in bulk, height and mass compared to its neighbor the Montage and there are no other developments on the adjoining lots with the exception of the Empire Day Lodge (15-1-10(E)8).
- I. Usable Open Space;
1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.
 2. The Applicant proposes to record a Conservation Easement on 3.06 acres on the upper portion of the site
- J. Signs and lighting;
1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).
- K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
1. Amended Building articulation and massing are consistent with approved lodge buildings and meet the intent of the Flagstaff DA. The applicant has received preliminary Design Approval from the Empire Pass Design Review Board and will require final approval by Building Permit stage.
- L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).
- M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
1. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).
- N. 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;
1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).
- 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;

1. There are no environmentally sensitive lands within or adjoining the site.
 2. The building is located on a sloping lot within Pod B2 and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).
- P. Review for consistency with the goals and objectives of the Park City General Plan;
1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).
6. Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain
- A. Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units.
 - B. The Pod B2 MPD approval allotted the east side of B2, 81 Unit Equivalents.
 - C. Per LMC § 15-6-8, One UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area
 - D. 81 UEs is equal to 162,000 sf.
 - E. The 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 unit's total.
 - F. The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.
 - G. The applicant is proposing 81 UEs in 49 units for a total of under 162,000 square feet.
 - H. The applicant is proposing under 3,600 square feet Resort Support Commercial.
 - I. The applicant is proposing two ADA units.
 - J. Sommet Blanc is meeting the Americans with Disabilities Act definition of a 'Place of Public Accommodations' which is requiring the project provide two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit.
 - K. The ADA units will be owned by the HOA and provided for guests who require such accommodations.
 - L. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.
 - M. The application is in compliance with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot.

7. Compliance with the Amended Pod B-2 Empire Pass Master Planned Development

- A. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.
- B. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD).
- C. Building volumetric diagrams were approved with the Pod B2 MPD known as the Hill Glazier plans.
- D. The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley).
- E. 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East.
- F. Condition of Approval #1 of the Pod B2 MPD states: "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
- G. As amended, the Pod B2 MPD will update COA #1 to state: "The building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 3/9/2022 as reviewed by the Planning Commission."
- H. Condition of Approval #2 of the Pod B2 MPD states: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- I. Buildings B and C are granted an exception for building height of up to 94 feet above the benchmark grade and 106 feet above the benchmark grade, respectively.
- J. This building height was approved based on a site-specific analysis made by the Planning Commission.
- K. As amended, the Pod B2 MPD will update COA #2 to state: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- L. Lot 1 adheres to minimum RD zone setbacks.
- M. Per the Pod B2 MPD: "As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as

- amended, within the original 1550 acres or 5% of the land area." Lot 1 complies with the open space requirements.
- N. The Applicant will record a Conservation Easement on 3.06 acres of the Lot to count towards Open Space.
 - O. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
 - P. The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
 - Q. Staff does not recommend that a Child Care center be provided on-site.
 - R. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
 - S. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
 - T. There are no Historic Sites on the B2-East development Lot.
 - U. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.
 - V. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
 - W. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein, except as noted in Findings of Fact 6(M), 6(O), 7(G), 7(J), & 7(L);
 - X. The Pod B2 MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission. As previously approved in the DA, the applicant is proposing the Sommet Blanc development within the development Pod B2-E, specifically set aside to ensure that 826 acres of the Flagstaff Annexed land were deeded to Open Space;
 - Y. The Pod B2 MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - Z. The Pod B2 MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood compatibility, and protects residential neighborhoods and Uses;
 - AA. The Pod B2 MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities, such as transportation amenities, a public restaurant, skier lounges, fitness and yoga rooms, and bike storage;
 - BB. The Pod B2 MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the application was filed; The applicant is providing 5.9 AUEs totaling 6 units;
 - CC. The Pod B2 MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
 - DD. The Pod B2 MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; Sommet

Blanc will be part of the EPMHOA which offers on demand shuttle service to Main Street area and back; and

- EE. The Pod B2 MPD has been noticed and public hearing held in accordance with this Code.
- FF. The Pod B2 MPD, as conditioned, 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 codes adopted by the Park City Building Department in effect at the time of the application;
- GG. The Pod B2 MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- HH. The Pod B2 MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
- II. The Pod B2 MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.
- JJ. The Pod B2 MPD, as conditioned, addresses and mitigates traffic expected with the development.
- KK. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation; the proposal distributes previously allocated density on the site and meets the LMC Section 15-5-8 façade length and variation requirements;
- LL. The buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;
- MM. The Pod B2 MPD, as conditioned, permits adequate Landscaping and buffering from adjacent Properties and Uses;
- NN. The Pod B2 MPD follows required setbacks and separations from adjacent projects;
- OO. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible per the previously approved 2007 Pod B2 MPD;
- PP. The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines.

8. Other Findings of Fact

- A. The building complies with RD District zone setbacks maintaining a 20' front setback, 12' side setbacks and 15' rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.

- B. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
- C. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.
- D. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, Pod B2 at Empire Pass Master Plan Development, and the Park City Land Management Code, and the General Plan.
2. The proposed CUP, as conditioned, will be 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. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on March 9, 2022.
4. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on March 9, 2022.
5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on March 9, 2022.

8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.
9. All utility facilities must be located on site unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable, and the utility boxes can be screened with landscaping and/or fencing.
10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
12. Deed restrictions for the six (6) affordable units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the affordable units are subject to a deed restriction.
13. The CCRs shall limit the HOA dues related to the deed restricted affordable units in order to ensure the Units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
14. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
15. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
16. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces (Flagstaff DA 2.9.4), removal of excavated materials, construction of pedestrian connections to the transit hub within the Village, and provision of any required ADA and affordable housing units.
17. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
18. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
19. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
20. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.

21. The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
22. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
23. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
24. Applicant shall construct a parking lot at the Mid-Mountain location and reroute the Mid-Mountain trail, which shall be reviewed and approved by the City's Trails and Open Space Manager.
25. Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage, and maintain the Mid-Mountain parking lot (snow removal to remain with the EPMOA).
26. A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB).
27. Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees.
28. A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees.
29. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
30. The CC&Rs shall provide notice and process for the tracking and collection of the Open Space Transit Management Fund also known as the Re-Investment Fee as required and defined in 3.2 of the Amended and Restated Flagstaff Development Agreement.
31. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, the 2007 Pod B2, Empire Pass MPD, B2-East Subdivision plat, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated technical reports and Agreements, continue to apply.
32. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
33. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
34. Sufficient screening and landscaping separate the use from adjoining uses.

35. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
36. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
37. Per 15-3-11(B) Applicant must provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100) required Off-Street parking spaces and 5% for the spaces above one hundred (100).
38. Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.
39. Electric Vehicle Charging Stations shall be installed for 5% of required Off-Street parking spaces (5 spaces in this case). The first charging station installed shall be dual port with one Charging Station that is ADA accessible.
40. The Applicant shall include bike racks for securing at least 10 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
41. The two (2) ADA units will be owned, maintained and kept in perpetuity as ADA units, by the HOA and provided for guests who require such accommodations.
42. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site
43. The Applicant will be required to meet the 4.03 AUEs with a total of 5.9 AUEs (a total of 4,683 sq.ft) to meet the Affordable Housing obligation.
44. Nightly Rentals require compliance with City Code, including a business license.
45. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
46. If the City and the owner of Twisted Branch Road and other parties later agree to allow expanded public use of Twisted Branch Road, Sommet Blanc developers and Sommet Blanc Homeowners [Sub]Association shall not object to, or veto expanded public use.
47. Applicant shall provide a snow storage easement approved by the City Engineer on the Sommet Blanc property opposite the Mid Mountain Trail parking lot in an area that does not disturb Significant Vegetation.
48. Notwithstanding greater exceptions for appurtenances in LMC 15-2.13-4.A, elevator overruns and mechanical screening may extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. Prior to building permit issuance, documentation from UDOT showing approval of any

curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.

Please be aware that this approval in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner and applicant to ensure compliance with these regulations.

As the Applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission meeting are available in the Planning Department office and online.

If you have questions regarding your application or the action taken, please don't hesitate to contact Makena Hawley at 435-615-5059 or Makena.hawley@parkcity.org. She will continue working with you through the Building Permit and Certificate of Occupancy process.

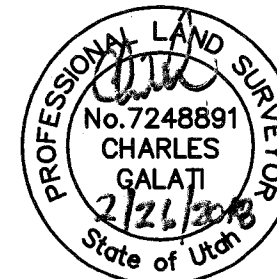
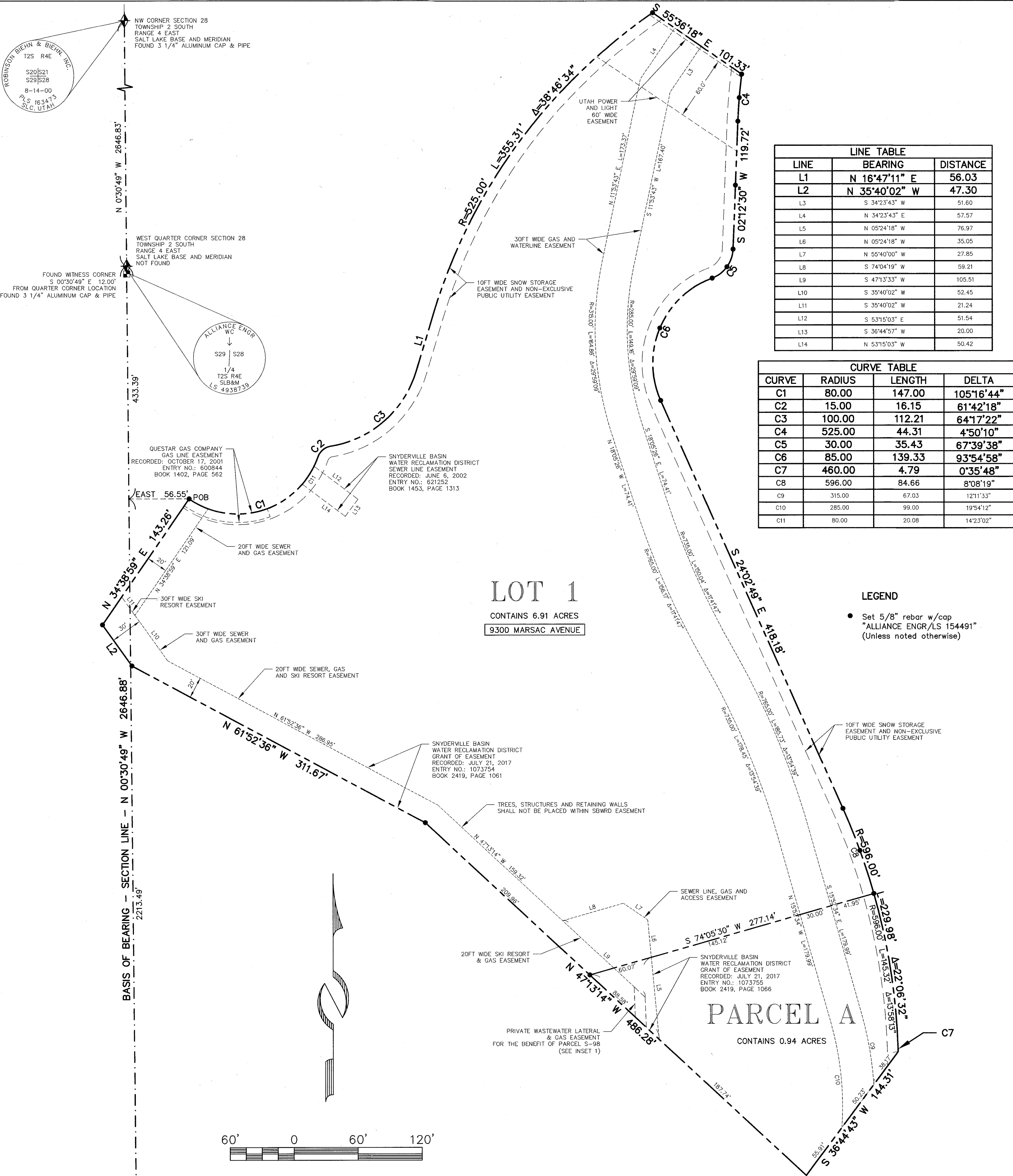
Sincerely,

A handwritten signature in dark ink, appearing to read 'John Phillips', with a long horizontal flourish extending to the right.

John Phillips
Planning Commission, Chair
Cc: Makena Hawley, Planner II

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2017-07.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
- Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007, shall continue to apply.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
- Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
- No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
- Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
- A conditional use permit approval is required prior to issuance of a building permit for any residential building proposed on Lot 1. A construction mitigation plan shall be submitted with the conditional use permit application and in advance of issuing building permits. Parcel A is not a development lot.
- A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
- Lot 1 is subject to the Declaration of Development Covenants, recorded as Entry No. 081411, in the official records of the Summit County Recorder. Lot 1 has an on-site affordable housing obligation of 4.2 Affordable Unit Equivalents as defined in the Development Agreement. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat. Phasing of affordable housing units shall be commensurate with the certificates of occupancy for the buildings.
- Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017, in connection with that certain Line Extension Agreement for Public Wastewater System dated January 23, 2017 (the "Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
- The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
- This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
- The Empire Pass Master Owners Association, Inc. (the "Master Association"), together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass (as amended the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
- Requirements and obligations of the Development Agreement, as applicable to this property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes number of shuttles in operation, collection mechanism for real estate reinvestment fees, and all other such obligations as are outlined in the Development Agreement. Per that certain Acknowledgement and Waiver [Marsac 100] dated November 30, 2017 by Park City Municipal Corporation, a political subdivision of the State of Utah ("PCMC") and that certain Acknowledgement and Waiver [Mine Bench] dated November 30, 2017 by PCMC, obligations under the Development Agreement for off-site affordable housing and gondola payments have been deemed satisfied, terminated, and fulfilled.
- Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by 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 hereon, and have subdivided said tract of land into lots and parcels together with easements, hereafter to be known as B2 EAST SUBDIVISION and that the same has been, to the best of my knowledge, correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

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

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'52" East 106.41 feet) through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 229.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30
L3	S 34°23'43" W	51.60
L4	N 34°23'43" E	57.97
L5	N 05°24'18" W	76.97
L6	N 05°24'18" W	35.05
L7	N 55°40'00" W	27.85
L8	S 74°04'19" W	59.21
L9	S 47°13'33" W	105.51
L10	S 39°40'02" W	52.45
L11	S 39°40'02" W	21.24
L12	S 53°15'03" E	51.54
L13	S 36°44'57" W	20.00
L14	N 53°15'03" W	50.42

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"
C8	596.00	84.66	8°08'19"
C9	315.00	67.03	121°1'33"
C10	285.00	99.00	19°54'12"
C11	80.00	20.08	142°3'02"

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared and does hereby consent to the recordation of this Plat. ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 26 day of Feb. 2018.

REDUS Park City LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.
a Delaware corporation, its Manager

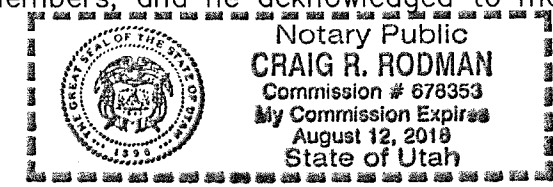
By: David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah ss:
County of Summit

On this 26 day of Feb. 2018, David Ash personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

G. R. Rodman
A Notary Public commissioned in Utah

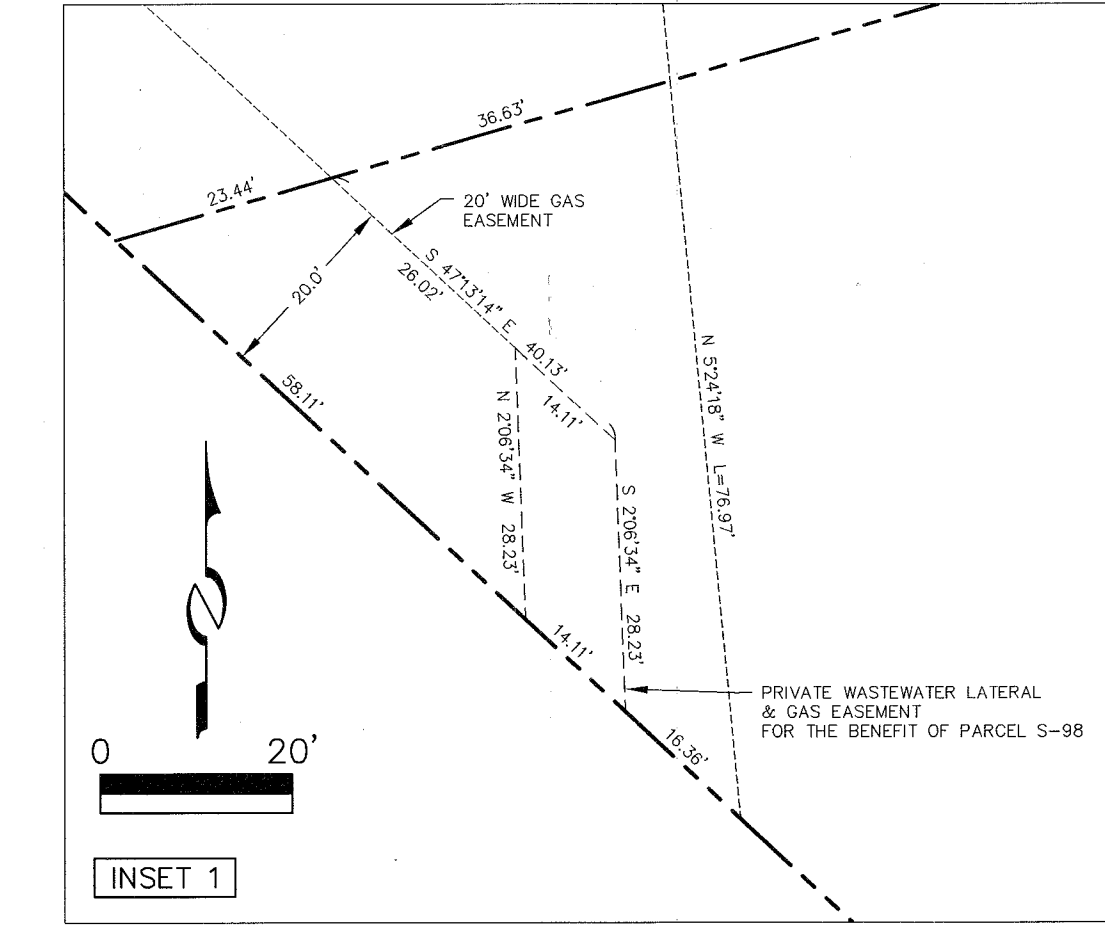


Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/1/2018

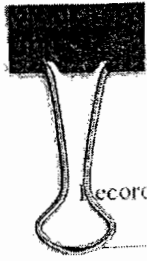
Commission No. 678353



B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>26th</u> DAY OF <u>February</u>, 2018 BY <u>B. W. R. D.</u>	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF <u>February</u>, 2017 BY <u>vice</u> - CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS <u>2nd</u> DAY OF <u>March</u>, 2018 BY <u>Park City Engineer</u>	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>2nd</u> DAY OF <u>March</u>, 2018 BY <u>Park City Attorney</u>	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH OF MARCH, 2017 BY <u>Andy B.</u> MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF MARCH, 2017 BY <u>Michelle Kelly</u> PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>REDUS PARK CITY LLC</u> <u>632.00</u> FEE DATE <u>3/1/2018</u> TIME <u>8:19 AM</u> ENTRY NO. <u>1081638</u> RECORDED BY <u>Shonda Francis Deputy</u>
---	---	---	---	---	--	---	---



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

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

ENTRY NO. 00806100

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

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

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

RECITALS

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



March 15, 2007

The DV Luxury Resort LLC
136 Heber Avenue, Suite 204
Park City UT 84060

Sent via email

NOTICE OF PLANNING COMMISSION ACTION

<u>Project Name</u>	Pod B-2, Empire Pass
<u>Project Description</u>	Master Planned Development
<u>Date of Meeting</u>	March 14, 2007

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Empire Pass B-2 Master Planned Development based on the following:

Analysis

All Master Planned Developments shall contain the following minimum requirements in accordance with Section 15-6-5 of the Land Management Code.

*(A) **DENSITY.** The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*

Complies

During the Olympic break in 2002, a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33-foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved

development pods without the necessity of a height increase above the 33-foot RD zone height limit; and

Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

The additional 80 Unit Equivalents proposed for B-2 can be absorbed within the Empire Pass project in Code compliant 33-foot height buildings as shown on Exhibit A. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side and 81 condominiums (81 UEs) on the east side.

(B) MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 DISTRICT. (Not applicable)

(C) SETBACKS. *The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size.*

Complies

The annexed area of Flagstaff Mountain was granted a large-scale MPD at the time of annexation with specific development pods. The Planning Commission and staff have consistently maintained that the setback requirement is fulfilled at the annexation boundary and does not need to be met within the defined development pods.

(D) OPEN SPACE. *All Master Planned Developments shall contain a minimum of sixty percent (60%) open space.*

Complies

As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area.

(E) OFF-STREET PARKING. *The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal.*

Complies

The Flagstaff Development Agreement stipulates that parking will be reduced by 25% below the Code requirements. The parking plan submitted meets this requirement and exceeds it. Based on the proposed residential unit sizes, hotel rooms and commercial spaces, the parking at B-2 West (west of the Empire Day Lodge, the site for the Montage Hotel) would require 742 spaces, reduced 25% to

561. The applicant is proposing a further reduction at B2 West to 530 stalls because valet parking will be mandatory for guests. The valet parking will be in a tandem configuration. The Planning Commission will need to make a finding that tandem parking for 192 spaces is acceptable with a valet program. Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge. The 165 would be reduced 25% to 124 spaces. Each of the residential condominium units will be allowed to have one space assigned to the unit.

*(F) **BUILDING HEIGHT.** The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make the following findings:*

(1) The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density, including requirements for facade variation and design, but rather provides desired architectural variation;

Complies

Please refer to section (A) Density above for discussion on the density built at the 33-foot zone height. Exhibit B is the applicant's narrative on each of the criteria for additional height. Square footage is governed by the Development Agreement, as amended. Code requirements for façade and roof variation will apply. The applicant is requesting a maximum building height of 114 feet above the USGS datum at the entry to the Montage and a maximum building height of 82 feet for the east side condominiums. As each of these sites have been or will be heavily disturbed for the mine soils mitigation, no "natural grade" can be established.

(2) Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss or air circulation have been mitigated to the extent possible as defined by the Planning Commission;

Complies

The only existing structure is the Empire Day Lodge. The lodge is situated between the Montage Hotel to the west and the additional residential condominiums to the east. Neither of the proposed buildings will have an effect on the solar access to the day lodge. The major controlling factor in B2 is the ridgelines to the east, south, and west. Proposed are greater setbacks from the buildings to the day lodge than would be allowed by the LMC thereby allowing greater air flow through the project area.

(3) There is adequate landscaping and buffering from adjacent Properties and Uses. Increased Setbacks and separations from adjacent projects are being proposed;

Complies

The Montage hotel to the west of the day lodge is approximately 170 feet away; the condominium buildings to the east are approximately 70 away from the day lodge. The RD zone requirement is 12 feet for side yard setbacks. The conceptual landscape plan has significant landscaping between these buildings.

(4) The additional Building Height has resulted in more than the minimum open space required and has resulted in the open space being more usable;

Complies

The Flagstaff Annexation clustered the development of the project into several development pods, leaving 88% of the area as open space. Most of this open space is used for ski terrain, other recreation, and wildlife habitat.

(5) MPD's which include the additional height shall be designed in a manner so as to provide a transition in roof elements in compliance with Chapter 9 Architectural Guidelines or Historic District Design Guidelines if within the Historic District; and

Complies

The applicant has provided conceptual renderings and detailed volumetrics for the Montage hotel and east side condominiums. The roof elements are substantially stepped and provide architectural interest.

(6) Structures within the HR-1 District which meets the standards of development on Steep Slopes, may petition the Commission for additional height per criteria found in Section 15-2.2-6.

This section is not applicable.

If and when the Planning Commission grants additional height due to a Site specific analysis and determination, that additional height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.

(G) SITE PLANNING. *An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:*

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.

Complies

The Montage hotel on the west side is placed within a heavily disturbed site. The east side condos are sited over the existing sales office and East-West development office. This area has significant regulated soils that are required to be removed and would necessitate the removal of the aspens in this area. There is significant space

between the Montage and the Empire Lodge and the Lodge and the condo buildings to the east. These gaps provide visual corridors to the ridgeline behind.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.

Complies

Significant excavation will be required; however, the buildings will fill the excavated areas with underground parking and service facilities. There are several retaining structures and a bridge into the entry court to the Montage. Generally, the buildings step with the site without the need of large or numerous retaining structures. The outdoor amenities to the buildings will flow at grade into the existing landscape. The ski run around the east and north side of the Hotel will require substantial grading; however, this is already a disturbed site from previous mining and remediation activities.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.

Complies

Minimal road work is required. An access road to the Montage is proposed to intersect State Route 224 just before the traffic circle. A bridge will span the drainage gully in this area. The buildings will step with the grade requiring minimal walls and cut/fill slopes.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails may be required. Construction of new trails will be required consistent with the Park City Trails Master Plan.

Complies

The Mid-Mountain trail loops behind (south) of the project site. Although not a specifically identified trail on the Mountain Trails Foundation 2006 Trail Map, the emergency access road up Empire Canyon from the top of Daly Avenue is used by hikers and bikers. The site plan shows a proposed ski trail to the future pod Z lift in the area as well.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

Complies

No new streets are being created except for the short access road into the project site.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan shall allow for snow storage Areas. Structures shall be set back

from any hard surfaces so as to provide adequate Areas to remove and store snow. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.

Complies

There are minimal hard surfaces as all parking is underground. The hard surfaces proposed (entry drives, porte cochere, and patios) will be heated eliminating the need for snow storage.

(7) It is important to plan for refuse storage and collection and recycling facilities. The Site plan shall include adequate Areas for dumpsters and recycling containers. These facilities shall be Screened or enclosed. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

Complies

All refuse storage facilities will be underground in the garages of the buildings. Hotel staff will handle refuse and recycling collection.

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

Complies

The Flagstaff Mountain annexation included 15 Technical Reports, one of which is the Transit Plan. The Transit Plan has been amended and updated with the inclusion of the Montage. The Montage project has additional transportation elements for guests and employees as found in the November 27, 2006 Technical Memorandum submitted by Fehrs and Peers, Transportation Consultants, on behalf of the developer.. Both the east and west phases will have drop-off/pick-up areas outside of the circulation pattern for the garages.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

Complies

Service and delivery, particularly for the Montage hotel, are located within the garage level. The garage door and loading areas can accommodate a semi-truck.

*(H) **LANDSCAPE AND STREETScape.** To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. Where landscaping does occur, it should consist primarily of appropriate drought tolerant species. Lawn or turf will be limited to a maximum of fifty percent (50%) of the Area not covered by Buildings and other hard surfaces and no more than seventy-five percent (75%) of the above Area may be irrigated. Landscape and Streetscape will use native rock and boulders. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review.*

Complies

Minimal vegetation currently exists due to the mining activities associated with the site. Landscaping will be accomplished using native and other appropriate drought-

tolerant plant materials in accordance with the Flagstaff Design Guidelines. A small formal lawn area is proposed on the south side of the Montage. Irrigation will be principally by drip.

*(I) **SENSITIVE LANDS COMPLIANCE.** All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conforms to the Sensitive Lands Provisions, as described in LMC Section 15-2.21.*

Complies

The Flagstaff Annexation is not included in the Sensitive Lands Overlay. However, there is one locally rare native plant that has been identified by the Utah Native Plant Society. The applicant has been in contact with the UNPS to identify the location of the plant colony and to take steps to preserve it. The plant is not located within the development area.

*(J) **EMPLOYEE/AFFORDABLE HOUSING.** MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the adopted housing resolution in effect at the time of Application.*

Complies

Additional employee/affordable housing is required with the increased 80 Unit Equivalents. The mitigation rate in the original Development Agreement would increase the housing requirement by 5.7 Affordable Employee Units (AEUs). In accordance with the Development Agreement, 25% of the required housing must be on-mountain. The Montage is programming 10 units on-site which include the 5.7 and additional AEUs for the rest of Empire Pass.

*(K) **CHILD CARE.** A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care.*

Complies

Staff does not recommend that a Child Care Center be provided on-site. Limited permanent Child Care demands will be generated by the hotel and condominiums.

Approval: The Planning Commission based their decision on the Analysis, above, and the following:

Findings of Fact

1. The Master Planned Development (MPD) is for Pod B-2 of the Flagstaff Mountain Resort Annexation area, now known as Empire Pass.
2. The MPD is located in the RD-MPD zoning district.
3. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.

4. The City Council approved an amendment to the Development Agreement on February 1, 2007, that increased the allowable density by 80 Unit Equivalents, 192 hotel rooms (included in the 80 UEs) and the allowable units by 77.5, to be located in the B-2 MPD.
5. Concurrent with this application and approval, the Planning Commission approved the Conditional Use Permit for Phase I of this MPD on March 14, 2007. Phase I is the Montage Hotel to be located on the west side of the Empire Day Lodge (B-2 West).
6. Concurrent with this application, the Planning Commission forwards a positive recommendation to the City Council for the amended Pod B-2 Empire Village Subdivision.
7. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side of the Empire Day Lodge (B-2 West) and 81 condominiums (81 UEs) on the east side of the Empire Day Lodge (B-2 East). In addition, there is 35,000 square feet of spa space, 28,059 square feet of bar/restaurant/retail space and approximately 15,000 square feet of meeting/conference space and lounge areas.
8. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception to 114 feet above a benchmarked grade (USGS 8346') is requested.
9. The volumetrics as shown in the exhibits dated April 24, 2006, and reviewed by the Planning Commission provide the façade shifts and roof shifts necessary to create architectural interest and break the building into smaller components.
10. The setbacks within the RD zone are twenty feet (20') in the front (25 feet to front facing garage), fifteen feet (15') to the rear and twelve feet (12') on the side. Setbacks are the minimum distance between the closest of the following: property line, platted street, or existing curb or edge of street.
11. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
12. The Development Agreement requires the Master Developer to provide water source capacity.
13. The Flagstaff Mountain Resort Development Agreement, as amended, requires reclamation of mine hazards.
14. The **Analysis** section of this staff report is incorporated herein.

Conclusion of Law:

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.

6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearing held in accordance with this Code.
13. The MPD, as conditioned, is consistent with the approved Flagstaff Mountain Resort Development Agreement, as amended.

Conditions of Approval:

1. The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
2. A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.
3. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the B-2 Master Planned Development area. The utility plan may include temporary utilities that must be removed (not just abandoned) upon completion of permanent utilities.
4. All regulated soils will be removed from the site and transported via SR 224 and SR 248 to the engineered repository at Richardson Flats. A specific hauling plan, similar to the previous soils hauling operation, must be approved by the Chief Building Official and will incorporate safety inspections, daily reports, and coordination between the City Police and Utah Highway Patrol.
5. Prior to issuance of any building permits for that unit or building which causes overall water consumption at Empire Pass to exceed 150 gallons per minute (approximately 75 units), the Master Developer shall have provided adequate water source capacity satisfactory to the City Attorney and Public Works Director.
6. A revised Mine Soils Hazard Remediation Technical Report (Exhibit 1 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. Prior to vertical construction of the project, UPCM

shall provide acknowledgement from the State of compliance with State mining regulations regarding operation, reclamation, surety, and post-mining land use permit requirements.

7. A revised Emergency Response Plan (Exhibit 7 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by construction of the Montage.
8. The revised Transit Plan dated November 27, 2006, as submitted by Fehr and Peers, Transportation Consultants, on behalf of the applicant will be implemented at Certificate of Occupancy for the Montage Hotel.
9. The \$1.8 million bond for the Richardson Flats Park and Ride, in a form approved by the City Attorney, shall be posted prior to any building permit issuance.
10. The 30 acres at Richardson Flats for the Park and Ride and future recreation facilities will be dedicated to the City (unless the City agrees to a lease), in a form approved by the City Attorney, prior to building permit issuance.
11. The additional 20 Employee Housing Units will begin construction within 24 months from the effective date of the amended Development Agreement (March 2, 2007) or post a financial guarantee in a form acceptable to the City Attorney equal to 10 percent of the estimated construction costs of the additional Affordable Units.

Sincerely,

Brooks T. Robinson
Principal Planner

Planning Commission Staff Report

Author: Brooks T. Robinson
Subject: Village at Empire Pass,
Master Planned Development
Date: July 28, 2004
Type of Item: Administrative

Note
changes

PARK CITY

1884

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval.

Topic

Applicant

United Park City Mines / Talisker Corp.

Location

Village at Empire Pass (formerly known as Flagstaff Mountain Resort)

Zoning

Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)

Adjacent Land Uses

Deer Valley Resort ski terrain, State Route 224

Background

On June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

During the Olympic break a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33 foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

1. The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and
2. Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

Proposal

The applicant seeks Master Planned Development (MPD) approval for the Mountain Village (Pods A, B-1, and B-2), now called the Village at Empire Pass. Pod B-1 was previously approved in May 2002. B-2 is not far enough along in the planning process to have a clear idea of that part of the development. However, residual units and unit equivalents remain for a future B-2 MPD.

The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.
- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

On May 22, 2002, the Planning Commission approved an MPD and final plats for portions of the Mountain Village including:

Lot	Unit Equivalents	Actual Units	Acres
Ten single family homes	Does not count towards 705 total		6.40 acres in Pod B-1

A: Empire Day Lodge	None currently. Commercial activities outside of Day Skier use may require use of Commercial UEs.		1.33 acres in Pod B-2
B: PUD-style homes	27 UEs	18	16.99 acres in Pod B-1
C: Ironwood Townhomes	37.5 UEs	25	3.63 acres in Pod B-1
D: Building H	33 UEs plus 1UE Support Commercial	22	1.34 acres in Pod A
Larkspur Townhomes (currently approved is a tri-plex and a duplex)	7.1 UEs or 14,052 sf	5	Pod A
Paintbrush PUD-style SFD	18.1 UEs or 36,139 sf	7	Pod A
TOTAL: 77 units (10 SFD homes do not count towards total)	<u>123.7</u>	77 -	28.35 acres outside of Pod A

Proposed Pod A Village (excludes Building H which is in Pod A; includes already approved Paintbrush and Larkspur units)

Lot	Unit Equivalents	Actual Units	Units as PUDs	Single Family
Buildings 1-9	225.6 UEs	217 Units		
PUD-style	85.4	30	30	
Townhomes	64	51	8	
Banner SFD				6
Total	375	298	38	6

Analysis

Master Planned Development Review

Staff has performed a final review of the proposed Master Planned Development per the Land Management Code Section 15-6-5: Master Planned Developments-MPD Requirements.

Length of Approval

Construction of the approved MPD will be required to commence within two (2) years of the approval date. After construction commences, the MPD remains valid as long as it is consistent with the approved MPD and any phasing plan.

MPD Modifications

Substantive changes to the MPD require a subsequent Planning Commission review and approval of the MPD and Development Agreement.

Site Specific Approvals

Conditional use permit approval including a specific density (square foot) allocation will be required prior to the construction of the PUD-style single-family units and the multi-family units. No conditional use permit is required for the proposed 6 single-family lots. Approval and recordation of the subdivision plat, as well as City Engineer approval of all public improvements is necessary prior to construction of the proposed subdivision.

Density

With the current approvals noted above, Pod A and the development parcel of Pod B-2 outside of the Empire Day Lodge is limited to 55.65 acres, 393 residential units and 563.3 Unit Equivalents. ^{(includes 18 PUDs in Lot B) Pod B-2} Pod A has 34 units (9 PUDs, 3 townhomes, and 22 condo-lodge units in Building H) already approved of the 306 residential units that are required to be in Pod A. Proposed for Pod A is 321.5 Units, which includes the 34 units, leaving up to 105.5 units unallotted. In addition, the remaining 6 single-family lots of the 16 allowed in the Village are proposed in Pod A.

Marsac Claim/Mayflower

Please refer to the July 14, 2004 report for discussion on the Marsac Claim and Mayflower holdings. The Court issued a ruling in the partition case between Mayflower and Unite Park. Staff will update the Commission as necessary, but it does not impact this application or approval.

Pod B-1

The density table allocates 90,000 square feet or 45 Unit Equivalents to Lot C. The previous MPD approval for these 18 PUD-style homes allocated 27 UEs to this lot, with each unit being up to 5,000 square feet. The footprints and sections that were reviewed by the Planning Commission were concepts of 5,000 square foot units. An amendment to the MPD will be required to adjust this number, however the density table recognizes that up to 90,000 square feet may be assigned to Lot C. ~~B~~

Pod B-2

The developer is unsure what this last development piece may look like. Several alternatives were presented in the Planning Commission binder. An MPD will be required when a UPK has a better idea of how this pod will develop. This MPD approval only applies to Pod A.

Setbacks

The LMC requires a minimum 25-foot setback around the exterior boundary of a master planned development. The proposed Village MPD complies with this standard. Within the Village, the Planning Commission may reduce the RD zone setbacks. Exhibit 10 (Setback Exhibit) shows potential areas for setback reductions based on the conceptual site plans. Specific setbacks will be considered during the Conditional Use Permit process.

Open Space

The Development Agreement limits the overall development to 147 acres out of the 1,655-acre project area. The 88% open space provision exceeds the normal 60% open space requirement set forth in the LMC. Within each of the pods, Conservation Easements will be placed on several lots to restrict development on platted lots. Staff finds that this restriction is consistent with the development acreage restriction and will not count the Conservation Easement areas as part of the development acreage.

Off-Street Parking

The Parking and Transit Management Plans (adopted by the Planning Commission on October 24, 2001) establish specific parking requirements for the project area that include a 25% parking reduction from the normal LMC requirements for multi-family and commercial units. Parking for all single-family and PUD-style single-family units will meet or exceed the two-space/unit requirement. Specific parking requirements for the multi-family units and any commercial area will be subject to more specific analysis during the subsequent conditional use permit review process.

Building Height

The single-family (both PUD and non-PUD) and townhouse units will be constructed pursuant to the 33' RD-zone height limitation. Height exceptions are being requested for the nine stacked-flat condo-lodges including the Empire (Alpine) Club. The applicant's request and discussion of the four required findings for additional height are discussed in the Volumetrics Analysis section of the application binder. The Planning Commission gave a final review of the Visual Analysis and building heights at the July 14, 2004 hearing and preliminarily determined the proposed heights comply with these criteria.

The LMC grants the Planning Commission the authority to allow additional building height based upon site-specific analysis provided the Commission can make the following four findings. The findings are listed below with Staff comments.

- 1. The increase in building height does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.**

Complies. In January 2002, a Planning Commission subcommittee and staff met with the applicant over the course of several meetings to review a base zone height analysis of the Flagstaff Mountain Resort (now Empire Pass) project. The

analysis was conducted to determine whether or not the density authorized in Development Agreement and Large-Scale MPD could be designed to meet the RD District 33-foot building height limits. Based on this analysis, it was determined that the Mountain Village area (Pods A, B-1, and B-2) could be designed utilizing 2-3 story, relatively-flat roof structures (4:12 roofs) and meet all necessary LMC height, setback, and facade shift requirements without the necessity of height exceptions. The result of such a design approach to the Mountain Village would be significantly greater site disturbance and loss of significant areas of vegetation. At the March 27, 2002 meeting, the Planning Commission reviewed the analysis and concluded that additional building height could be considered for multi-unit dwellings provided that proposal was consistent with the LMC.

Consistent with the base zone height analysis previously reviewed by Staff and the Planning Commission, the proposed buildings 1-9 volumetrics result in a unit count and overall square footage consistent with the density assigned to the Mountain Village area pursuant to the Development Agreement and Large-Scale MPD approval. Therefore, there is no increase in density or square footage as a result of the height increase. The additional height is also offset by increased setbacks that offer opportunities for greater landscape buffers to be established. The proposed roof design, including pitched roofs that step with grade, are consistent with LMC Architectural Design Guidelines, suggestive of pitched/sloping roofs found on historic mine structures originally located in the area, provide increased vertical breaks in the building mass, and increased architectural interest beyond that provided by a relatively flat roof building.

2. Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.

Complies. No structures currently exist on the neighboring properties. Townhouses and Single Family/PUD-style units are proposed to the south, east and west of the nine building core. The conceptual site plan is designed to orient the multi-family units to the central ski run and to mountain views to the west and east.

3. There is adequate landscaping and buffering from adjacent properties and uses. Increased setbacks and separations from adjacent projects are being proposed.

Complies. The proposed building exceeds the RD District setback requirements. The setback requirements of the RD District are 20 feet for front yards, 15 feet for rear yards, and 12 feet for side yards. The proposed setbacks are 25-55 feet for the front yard setback, 15-25 feet for the rear setback, and 15-30 feet for the side yard setback. Staff finds that sufficient building separation between each

structure is provided. A specific landscaping/buffer plan will be required as part of the conditional use permit review for each of the nine buildings.

4. The additional building height has resulted in more than minimum open space required and has resulted in the open space being more usable.

Complies. The Mountain Village design clusters the majority of the Empire Pass density into Pods A, B-1, and B-2 in exchange for larger areas of project open space. The LMC requirement for MPD open space is 60%. Approximately 88% open space is provided pursuant to the Development Agreement. The bulk of the project open space is utilized for passive recreation areas, trails, ski terrain and improvements, wildlife areas, and sensitive terrain preservation.

In addition to the criteria outlined above, the Planning Commission subcommittee identified several vantage points during the Olympic break that are to be used during MPD and subsequent PUD reviews. The vantage points include views from King Road, two points from Stein Eriksen Lodge, the Marsac Building, Guardsman Road/Guardsman Road Connection intersection, the Daly West head frame, and American Flag Subdivision. A visual analysis of the Village from these vantage points has been included with this report as an attachment. As demonstrated by the visual analysis, the nine buildings are partially visible from the subcommittee's vantage points, but are mitigated by the current and potential tree canopy and the backdrop of the mountains behind. The buildings do not break any significant ridgelines.

Site Planning

The nine site planning criteria outlined in the LMC are intended to promote overall design that incorporates the development into the site's natural characteristics. Generally, the location of the proposed development parcels is consistent with the development pods approved as part of Development Agreement and Large-Scale MPD which clustered the development onto less-steep terrain and in the least visually sensitive areas. The open space areas designated in the Development Agreement are respected with this plan.

Roads

The roadway system has been reviewed by staff and is much preferable to the previous configurations. Three roads plus a frontage road on the north end townhouses serve Pod A. The previous configuration had dead-end cul de sacs serving the interior larger buildings. The present configuration allows for greater tree buffer along Marsac Avenue and reduced grading. However, a cul de sac in excess of 650 feet is created in the southwest quadrant. This is in conflict with the general policy and subdivision code of the City to limit the length of dead-end roads. The Chief Fire Marshall finds the plan to comply with the necessary standards for fire access and safety. The end of the cul de sac continues as an emergency access point as part of the Emergency Response Plan. The Commission reviewed this issue at the work session of April 14, 2004 and was

accepting of the Fire Marshall's recommendation. Approval of the proposed cul de sac will require a specific finding of the Planning Commission.

Trails

Existing and new trails are accommodated with the proposed plan. All "back-country" work is to be coordinated with the Mountain Trails Foundation. The proposed trail work is consistent with the Trails Master Plan adopted by the Planning Commission on October 24, 2001.

Overall pedestrian circulation is outlined in the applicant's packet. The internal pedestrian paths are intended to keep users off the roads as much as possible and to link the Empire Club with the outlying areas. There may be instances, particularly at the north and south ends, where sidewalks along the streets would be required in order to meet the subdivision regulations. The Planning Commission discussed this issue on April 14, 2004 and agreed to waive this requirement. Snow storage, landscaping, recycling, delivery access, and ADA access for multi-family units will also be analyzed during the subsequent conditional use permit process.

Landscape and Streetscape

Landscaping, streetscape, and lighting will be reviewed for the multi-family and PUD-style single-family lots during the subsequent conditional use permit process. The applicant will need to clarify the amount and type of street lighting proposed along the residential streets. The lighting must comply with the City Engineer's specifications, the Municipal Lighting Code, and the Design Guidelines adopted by the Planning Commission on October 24, 2001. All streetlights will be privately maintained. Staff has added a Condition of Approval that each CUP application include a preliminary landscape plan with water-efficient irrigation systems.

Sensitive Lands Compliance

The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD and annexation; however, the locations of the development pods are based on Sensitive Lands principles.

Employee/Affordable Housing

Pursuant to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, 15 employee/affordable housing units are required to be constructed or in-lieu fees paid with the Certificate of Occupancy of 150 Unit Equivalents. Review of the employee housing units and specific conditions of approval will take place during the conditional use permit review process.

Recommendation: The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval for the Village at Empire Pass as follows:

Findings of Fact

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. The Development Agreement limits development in Pods A, B-1, B-2 to:
 - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
 - no more than 75,000 square feet of resort support commercial; and
 - a maximum 35,000 square foot day skier lodge in Pod B-2.
5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:
 - Mine/Soil Hazard Mitigation
 - Architectural Design Guidelines
 - Transit
 - Parking
 - Open Space Management
 - Historic Preservation
 - Emergency Response
 - Trails
 - Private Road Access Limitations
 - Construction Phasing
 - Infrastructure and Public Improvement Design
 - Utilities
 - Wildlife Management
 - Affordable Housing
6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.

7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 Unit Equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.
8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.
9. The 14 technical reports/studies, along with the Land Management Code and the Development Agreement (99-30) form the standards which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.
10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B) Volumetric Analysis (dated July 5, 2004, Exhibit D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), and Supplemental Plans including Building Height Diagram, Vegetative Buffer, Trails, and Construction Sequencing (Exhibit H), ^{and a Compliance Matrix w/ the Tech. Reports (Exhibit I)} Together with the Site Plans dated July 21, 2004 (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD. *incorporating the revisions of July 28*
11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.
12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.
13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.
14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count towards the PUD limit of 60.
15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for Six (6) single-family homes.
16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count towards the development acreage.
17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.

18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac.
20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June June 15, 2004.
21. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof).
22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.
23. The applicant has requested additional building height for the structures proposed as Buildings 1-9, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.
24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.
25. Proposed Buildings 1-9 has been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.
26. The site plan for proposed Buildings 1-9 on includes adequate landscaping and buffering from adjacent properties and uses.
27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.
28. An MPD for pod B-2 will be reviewed under a separate MPD application.

~~29. A Compliance Matrix of the Compliance with the Technical Reports is attached~~
Conclusions of Law ~~Add to #10~~ as Exhibit I.

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code;

2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code;
3. The MPD, as conditioned, is consistent with the Park City General Plan;
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission;
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
7. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility;
8. The MPD provides amenities to the community so that there is no net loss of community amenities;
9. The MPD, as conditioned is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site;
11. The MPD, as conditioned promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and,
12. The MPD has been noticed and public hearings held in accordance with this Code.
13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

Conditions of Approval

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.

2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.
3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
4. If and when the realigned Guardsman road is dedicated to the City, the Developer will execute an encroachment agreement, in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.
5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.
6. The proposed over-length cul de sac that ends in the six single family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot wide all-weather surface road.
7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.
9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended,

Exhibits

- A – Master Plan Development Project Description (8 pages)
- B – Supplemental Project Description and Conditions (3 pages)
- C - Conceptual Plans (10 pages)
- D – Volumetric Analysis (3 pages)
- E – Volumetrics, Buildings 1-9 (19 pages)
- F – Visual Analysis (5 pages)
- G – Architectural Character (6 pages)
- H – Supplemental Plans

→ I - Compliance Matrix

M:\Brooks\Planning Comm\PC2004\Flagstaff Village MPD 072804.doc

BE/BP

6.0 Thomas not voting.



00545109 Bk01277 Pg00553-00555

Ordinance No. 99-30

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE \$1.00 BY NAT
REQUEST: PARK CITY MUNICIPAL CORP

**AN ORDINANCE ANNEXING APPROXIMATELY
1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN
INTO THE CORPORATE LIMITS OF
PARK CITY, UTAH AND
AMENDING THE OFFICIAL ZONING MAP
OF PARK CITY TO INCLUDE THE ANNEXED AREA**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

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, UT 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 including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

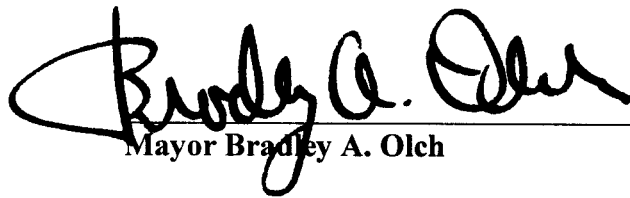
SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

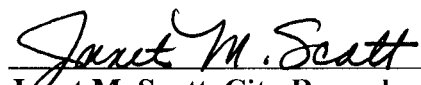
PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:



Janet M. Scott, City Recorder



Approved as to form:



Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South $89^{\circ}59'59''$ East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South $00^{\circ}15'34''$ West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of $15^{\circ}23'33''$ 398.24 feet more or less; thence South $15^{\circ}39'07''$ West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of $06^{\circ}11'23''$, a distance of 613.57 feet; thence South $09^{\circ}27'44''$ West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of $16^{\circ}06'55''$, a distance of 388.82 feet; thence South $6^{\circ}39'11''$ East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of $48^{\circ}51'38''$, a distance of 500.26 feet; thence South $55^{\circ}30'59''$ East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of $30^{\circ}23'53''$, a distance of 364.28 feet; thence South $25^{\circ}06'53''$ East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of $21^{\circ}36'53''$, a distance of 191.78 feet; thence South $3^{\circ}30'00''$ East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of $55^{\circ}51'14''$, a distance of 214.46 feet; thence South $31^{\circ}30'00''$ West 68.20 feet; thence South $79^{\circ}38'18''$ West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South $79^{\circ}59'46''$ West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South $17^{\circ}09'45''$ East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South $29^{\circ}20'$ West 117.60 feet; thence North $78^{\circ}10'$ East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South $04^{\circ}15'00''$ East 1,028.07 feet; thence South $25^{\circ}30'30''$ East 2,521.90 feet to County Line Point 51; thence South $29^{\circ}50'00''$ West 1,398.30 Feet to County Line Point 55; thence South $4^{\circ}19'00''$ West 1,320.70 feet to County Line Point 58; thence South $47^{\circ}05'00''$ West 369.50 feet to a County Line Point; thence South $83^{\circ}34'00''$ West 69.10 feet to County Line Point 59; thence South $47^{\circ}42'00''$ West 1,207.40 feet to County Line Point 62A; thence North $39^{\circ}53'30''$ West 1,352.50 feet to County Line Point 64; thence North $72^{\circ}50'00''$ West 317.30 feet to County Line Point 65; thence North $46^{\circ}45'00''$ West 87.90 feet to County Line Point 66; thence North $70^{\circ}57'00''$ West 502.00 feet to County Line Point 67; thence North $51^{\circ}56'00''$ West 481.90 feet to County Line Point 68; thence North $55^{\circ}53'00''$ West 466.80 feet to County Line Point 69 feet; thence North $21^{\circ}49'00''$ West 317.40 feet to County Line Point 70; thence North $59^{\circ}57'00''$ West 360.50 feet to County Line Point and Triangulation Point; thence North $33^{\circ}22'30''$ West 467.10 feet to County Line Point 71; thence South $85^{\circ}10'30''$ West 492.30 feet to County Line Point 72; thence South $54^{\circ}42'30''$ West 453.20 feet to County Line Point 73; thence South $88^{\circ}55'30''$ West 344.00 feet to County Line Point 74; thence North $82^{\circ}52'30''$ West 1,132.30 feet to

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.



Resolution No. 20-99

**A RESOLUTION AUTHORIZING THE
FLAGSTAFF MOUNTAIN
DEVELOPMENT AGREEMENT**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997, and continued to take staff, applicant, and public input on April 24, 25, 28 and 29, and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Mountain, Richardson Flats, the 20-Acre Quinn's Junction Parcel and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, it is in the best interests of the City to authorize the Mayor to execute the Development Agreement;

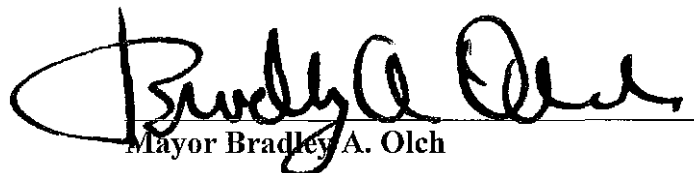
NOW, THEREFORE BE IT RESOLVED, by the City Council of Park City, Utah, as follows:

SECTION 1. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Development Agreement in substantially the same for attached hereto as Exhibit A which sets forth, *inter alia*, the terms and conditions of annexation of Flagstaff Mountain.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

Attest:

Janet M. Scott
Janet M. Scott, City Recorder



Approved as to form:

Jodi Hoffman
Jodi Hoffman, City Attorney

EXHIBIT A

REFER TO RECORDER FILE 99-0624

Exhibit J – Link to Technical Reports

[Volume 1 of 2](#)

[Volume 2 of 2](#)

[Open Space Management Plan](#)

[Historic Preservation Plan](#)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region08

Ref: EPR-ER

Douglas Ogilvy
Redus Park City, LLC
741 Martingale Lane
Park City, UT 84098

Re: Mazeppah Mine Waste Site – Administrative Settlement Agreement and Order on Consent for Removal Action (CERCLA Docket No. 08-2016-0007) (Settlement Agreement)

August 13, 2018

Dear Sir:

Pursuant to Paragraph 95 of the above-mentioned Settlement Agreement, this letter is provided as a Notice of Completion of the Removal Action at the Mazeppah Mine Waste Site. As stated in Paragraph 95, this letter does not conclude any continuing obligations existing under the Settlement Agreement, including payment of oversight costs. Notwithstanding the continuing obligations, EPA has received and reviewed the Mazeppah Mine Waste Site Final Report dated July 11, 2018. All work at the Site has been fully performed in accordance with the Settlement Agreement and workplan.

It has been a pleasure working with you on this project. If you have any questions regarding the completion notice, please don't hesitate to contact me at 303-312-6963.

Sincerely,

A handwritten signature in black ink that reads "Martin McComb".

Martin McComb
Federal On-Scene Coordinator
Emergency Response Unit



Printed on Recycled Paper

WHEN RECORDED, MAIL TO:

White Summit Development A, LLC
P.O. Box 980022
Park City, UT 84098

DECLARATION OF CONDOMINIUM

FOR

SOMMET BLANC

DECLARATION OF CONDOMINIUM

FOR

SOMMET BLANC

THIS DECLARATION OF CONDOMINIUM for SOMMET BLANC (“Declaration”) is made and executed by White Summit Development A, LLC, a Utah limited liability company, White Summit Development B, LLC, a Utah limited liability company, and White Summit Development C, LLC, a Utah limited liability company (collectively, the “Declarant”), for itself, its successors and assigns, pursuant to the provisions of Title 57, Chapter 8, Utah Code Annotated, as amended (“Act”).

1. RECITALS.

1. Declarant holds both legal and equitable title to the real property located in the County of Summit, State of Utah, hereinafter more particularly described, upon which Declarant desires to develop a condominium project.

2. Sommet Blanc is part of a master planned community development known as Empire Pass at Deer Valley, situated in Park City, Summit County, State of Utah (“Empire Pass”), organized pursuant to that certain Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass, recorded June 12, 2019, as Entry No. 1112485, in Book 2512, at Page 1740, as amended and/or supplemented from time to time (“Master Declaration”).

3. The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

4. Recorded simultaneously herewith is a Condominium Plat of the Project as required by the Act.

5. Declarant shall cause the incorporation and organization of the Association, which Association will maintain the Common Areas and Facilities within the Project as hereinafter described, provide for the management and operation of the Common Areas, levy and collect Common Assessments, and administer and enforce the terms of this Declaration.

6. All capitalized terms used in this Declaration shall have the definitions as set forth herein.

7. The Project shall be known as “Sommet Blanc” and is intended to be a condominium project pursuant to the Act.

2. DEFINITIONS.

1. Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 2.
2. “Act” shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).
3. “Amendment” shall mean any amendment to this Declaration made in accordance with the Declaration and the Act.
4. “Articles” shall mean the Articles of Incorporation of the Sommet Blanc Owners Association, Inc.
5. “Association” shall mean the Sommet Blanc Owners Association, Inc., a non-profit corporation, organized for the purposes set forth in this Declaration.
6. “Building(s)” shall mean the building or buildings constructed as part of the Project, as described in Section 3.2.
7. “Bylaws” shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as amended from time to time.
8. “City” shall mean Park City Municipal Corporation, a body politic of the State of Utah.
9. “Commercial Owner” shall mean any person or entity or combination thereof, at any time owning the Commercial Unit. The term “Commercial Owner” shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).
10. “Commercial Unit” shall mean Unit CU-1 within the Project which has been designated in Exhibit A hereto, or any Amendment thereto, and/or on the Plat as a Commercial Unit.
11. “Common Area Manager” shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities excluding the operation of the Units as residential and/or commercial facilities.
12. “Common Areas and Facilities” shall mean all portions of the Project other than the Units, as described in Article 6 hereof. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is allocated among each Unit in the Project based

on the Par Value of such Unit, determined as described in Section 6.3 hereof, and is set forth in Exhibit A hereto.

13. “Common Assessments” shall mean those assessments described in Article 21 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association.

14. “Common Expense Fund” shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

15. “Common Expenses” shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, all premiums for insurance obtained by the Association for the benefit of the Project, the expenses of utilities that are not separately metered for each Unit, all expenses for meetings or social gatherings organized by the Association, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

16. “Cost of Living Index” shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1982-1984 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 2016 is the reference base index. Declarant may select any other comparable index which measures changes in the cost of living.

17. “County” shall mean Summit County, Utah.

18. “Declarant” shall mean White Summit Development A, LLC, a Utah limited liability company, White Summit Development B, LLC, and White Summit Development C, LLC, or any successor in interest as provided in the Act and in Article 27 below. White Summit Development C, LLC, shall exclusively enjoy the rights of the Declarant as set forth and described herein unless otherwise assigned in writing to any of the other Declarant parties identified in this Section. White Summit Development C, LLC, may assign any and all rights, in whole or in part, to White Summit Development A, LLC, and White Summit Development B, LLC, without approval or consent of the Association, any Member, and any third party.

19. “Declaration” shall mean this Declaration of Condominium, and all amendments, modifications and supplements hereto.

20. “Developmental Rights” shall mean the right to exercise any of the rights set forth in Article 11 hereof.

21. “Eligible Mortgagee” shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 19.1 of this Declaration.
22. “Empire Pass or Empire Pass at Deer Valley” shall mean and refer to that certain planned community situated in the County of Summit, State of Utah, more particularly described in Recital 1.2 above, of which the Project is a part.
23. “Employee Housing Unit” shall mean Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3, EMP-C4.
24. “Guest Room(s)” shall mean that portion of the Common Areas and Facilities designated on the Plat as ADA Units A21-ADA and B21-ADA, and which may be rented to third parties by or for the benefit of the Association and are available for rental by Owners and their guests, as well as by persons having a physical disability, as set forth in Section 6.2 below.
25. “Limited Common Areas and Facilities” shall mean a portion of the Common Areas and Facilities designated by the Declaration or the Act, and as may be shown on the Plat and as set forth in Exhibit B as to ski lockers, storage units and spaces, and parking spaces, for the exclusive use of one or more, but fewer than all, of the Units. Neither this Declaration nor the Plat may be amended to change, modify, reassign, or terminate a Unit’s respective interest in the Limited Common Areas and Facilities without the express written consent of the Owner of the Unit to which the interest in the Limited Common Areas and Facilities is assigned.
26. “Resident Manager” shall mean the person(s) that the Association or the Common Area Manager may retain to serve as an on-site manager of the Project, to supervise the day-to-day operations of the Project and the Common Areas and Facilities.
27. “Management Committee” shall mean the Board of Trustees of the Association, appointed or elected in accordance with this Declaration and the Bylaws.
28. “Master Association” shall mean the Empire Pass Master Owners Association, Inc., a Utah nonprofit corporation, and its successors and assigns.
29. “Master Declaration” shall mean and refer to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass, and all amendments, modifications and supplements thereto as more particularly described in Recital 1.2 above.

30. “Mortgage” shall mean any mortgage, deed of trust or other security instrument (including the seller’s rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

31. “Mortgagee” shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller’s interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Unit or any interest therein.

32. “Owner” shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association) and shall include Commercial Owners and Residential Owners. The term “Owner” shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

33. “Par Value” shall mean the number of points assigned to each Unit in determining the percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit, as described herein and in the Act. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

34. “Period of Declarant Control” shall mean the period of time that Declarant has sole authority to appoint and remove the members of the Management Committee of the Association, as set forth in Section 11.3.

35. “Plat” shall mean the Condominium Plat of Sommet Blanc recorded in the office of the County Recorder for Summit County, State of Utah, as it may be amended from time to time pursuant to this Declaration and the Act. The initial Plat may be amended at such time as the Buildings are constructed in the event there are material changes in the Buildings or Unit boundaries or elevations as constructed. Such an amendment to the Plat is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners.

36. “Project” shall mean the Property, the Units, the Common Areas and Facilities and all improvements submitted by this Declaration to the provisions of the Act.

37. “Property” shall mean that certain real property situated in the County of Summit, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Units and other improvements are located.

38. “Regular Common Assessments” shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

39. “Residential Unit” shall mean a Unit in the Project used for residential purposes.

40. “Residential Owner” shall mean any person or entity at any time owning a Residential Unit. The term “Residential Owner” shall not include any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

41. “Special Common Assessments” shall mean assessments which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

42. “Square Footage” shall mean the number of square feet of ground or floor space within each Unit, computed as provided in Section 6.3, as set forth in the Plat and Exhibit A hereto. The calculation of square footage as contained in this Declaration and as shown on the Plat is final and binding upon all Owners irrespective of any later measurement of such square footages.

43. “Supplemental Plat” shall mean any amendment to the Plat made in accordance with this Declaration and the Act.

44. “Total Votes of the Association” shall mean the total number of votes appertaining to all Units, as described in Article 22 hereof.

45. “Unit” shall mean and refer to an individual portion of the Project designated as a Unit on the Plat and designed for separate ownership and occupancy as described in Section 4 hereof. The Project includes, and the definition of Unit shall be deemed to include, Residential Units and the Commercial Units.

46. “Unit Number” shall mean the number, letter or combination of numbers and letters that identifies only one Unit in the Project.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS AND SUBMISSION TO THE ACT.

1. The Property on which the Units and improvements are located is situated in Summit County, Utah and more particularly described as follows:

See Exhibit D.

2. The initial improvements will consist of three (3) freestanding multi-story residential Buildings containing a total of forty-nine (49) Residential Units, excluding one (1) Commercial Unit, and six (6) Employee Housing Units. The Buildings will be of cast in place post-tension concrete construction on all levels below the penthouse level which will be of structural steel construction. The roofs will be flat or low sloped. Exteriors will be non-combustible and include board formed concrete, and glass fiber reinforced concrete simulated wood siding. The Buildings will be supplied with telephone, cable or satellite television, fiber optic connections, electricity, natural gas, water, and sewer service.

3. Declarant hereby submits the Property, the Buildings and all other improvements thereon to the provisions of the Act. All of the Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a residential condominium project. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of the Project and division thereof into Residential Units and Commercial Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. In addition to the foregoing, each and all of the provisions of the Master Declaration, including any assessment provisions thereof, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

4. DESCRIPTION OF UNITS.

The boundary lines of each Unit are as set forth on the Plat and consist of enclosed rooms bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof. The Units shall include any drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames, shutters, doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements attached to or contained within the unfinished perimeter walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, audio-visual services, internet or other utility services to the Unit and located within the unfinished perimeter walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of the Buildings or utility or service lines located within the Unit but serving more than one Unit. It is anticipated that the electricity shall

be separately metered to each Unit, but that the cost of all other utilities is included in the Common Expenses; provided, however, that Declarant or the Association may install sub-meters or separately measure utility usage in the future, in which case each Owner shall pay the actual cost of his, her or its utility usage. For purposes of this Declaration, the term “unfinished perimeter wall” means the interior surfaces of the studs, supports, and other wooden, metal, or similar structural materials which constitute the interior face of a wall of a Unit. The Plat and/or **Exhibit A** hereto contain the Unit Number of each Unit in the Project.

5. EMPLOYEE HOUSING UNIT; RESIDENT MANAGER

1. Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 and EMP-C4 are hereby reserved and dedicated for use as Employee Housing Units, subject to that certain Deed Restriction Protecting the Affordability and Sustainability of Employee Housing Units at Sommet Blanc entered into by the Declarant and the City (“Deed Restriction”) and which shall be recorded concurrently with this Declaration. The Deed Restriction includes limitations on the transfer, occupancy and rental of the Employee Housing Unit.

2. In order to efficiently manage the Project and promptly address any emergencies that may arise, the owner(s) of the Employee Housing Unit(s), at its/their sole and absolute discretion, may rent the Employee Housing Unit(s) to the Resident Manager or other individuals involved in the management of the Project.

3. The rights, benefits, duties, and obligations of the owner(s) of the Employee Housing Unit(s) in the Association, including, but not limited to, the right to vote and the obligation to pay Assessments, shall be based upon a reduced Par Value as set forth in Section 6.3 so long as the Employee Housing Unit(s) are subject to the Deed Restriction. In the event that the Deed Restriction is removed from an Employee Housing Unit, the owner of that Employee Housing Unit shall enjoy the rights, benefits, duties, and obligations associated with a Unit on a standard Par Value.

4. The Declarant or one or more entities designated by the Declarant (“Declarant Designated Entity”) shall be the Owner of the Employee Housing Unit and shall own and managed it subject to the Deed Restriction. The Declarant or Declarant Designated Entity may, consistent with the terms of the Deed Restriction, sell or transfer ownership of the Employee Housing Unit. For such period the Declarant or Declarant Designated Entity owns the Employee Housing Unit, no assessments shall be assessed for the Employee Housing Unit and no voting rights shall exist in relation to the Employee Housing Unit. The Declarant or the Declarant Designated Entity may, in its sole discretion, unilaterally transfer, deed, and/or convey its interest in one or more of the Employee Housing Unit(s) to the Association (“EHU Transfer”), which Association agrees to accept the EHU Transfer so long as the Employee Housing Unit(s) are not encumbered by any outstanding financial obligations owed to third-party lenders, the City (not including the Deed Restriction), or Summit County. Following completion of the EHU Transfer, the Association shall be the Owner of the Employee Housing Unit(s) and shall own and manage it for the benefit of the Owners in the Association. The Association may,

consistent with the terms of this Declaration, the Bylaws, and the Deed Restriction, sell or transfer ownership of the Employee Housing Unit(s) only following satisfaction of the requirements that would apply to the sale or transfer of the Association's Common Areas and Facilities. For such period the Association owns the Employee Housing Unit(s), no assessments shall be assessed for the Employee Housing Unit(s) and no voting rights shall exist in relation to the Employee Housing Unit(s).

6. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

1. The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation: the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, flues, chimney cases, roofs, patios, decks, balconies, unassigned parking spaces, vestibules, entrances and exits of the Buildings; the mechanical installations of the Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air-conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith; trash rooms and storage rooms; the yards, sidewalks, walkways, parking areas, paths, grass, shrubbery, trees, planters, driveways, roadways, landscaping, gardens and related facilities upon the Property; the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Buildings existing for use of one or more of the Owners; and, in general, all other parts of the Project designated by Declarant as Common Areas and Facilities and existing for the use of one or more of the Owners. In the event of a conflict between this Declaration and the Plat, the provisions of the Declaration shall control.

2. The Common Areas and Facilities also include the areas designated on the Plat as ADA Unit A21 and ADA Unit B21 and commonly referred to herein as the "Guest Room(s)." The Guest Room(s) will be operated by the Association for the use and benefit of the Owners and their guests, as well as unrelated persons, including persons with disabilities, desiring to rent nightly accommodations in the Project. The Guest Room(s) shall be constructed in compliance with the requirements of the Americans with Disabilities Act, the Fair Housing Act and other federal, state and local legislation requiring the provision of facilities that are accessible by persons with physical disabilities. The principal purpose of the Guest Room(s) is to provide accommodations to disabled persons desiring to rent nightly accommodations in the Project, as determined by Declarant. The use and occupancy of the Guest Room(s) shall be governed by rules and regulations adopted by the Declarant, and, after the Period of Declarant Control of the Association set forth in Section 11.3, by the Association. Such rules and regulations shall at all times give priority in the rental of the Guest Room(s) to persons with disabilities. Thereafter, priority shall be given to Owners desiring to rent the Guest Room(s) for their personal use or use by family and guests of Owners. The Association may also rent the Guest Room(s) to members of the public, in accordance with the rules and regulations adopted by the Association, so long as such use shall not unreasonably impair the

availability of the Guest Room(s) for disabled persons. Because the Guest Room(s) are part of the Common Areas and Facilities of the Project, all revenue generated from the rental of the Guest Room(s) shall inure to the benefit of the Association, and not to any individual Owner. Likewise, all expenses of maintaining, repairing and operating the Guest Room(s) shall be part of the Common Expenses. The Guest Room(s) may not be sold by the Association, but must remain part of the Common Areas and Facilities of the Project.

3. The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. In determining the Par Value of each Residential Unit, there shall be one (1) point allocated to each square foot. In determining the Par Value of the Commercial Unit, there shall be one-tenth (0.1) point allocated to each square foot. In determining the Par Value of an Employee Housing Unit, there shall be one-tenth (0.10) of a point allocated to each square foot. Because an Employee Housing Unit is or will be subject to covenants and restrictions limiting the manner in which it may be occupied and sold, an Employee Housing Unit has a lower Par Value than the Residential Units. The percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project, as set forth in attached Exhibit A. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Accordingly, no opinion, appraisal or market transaction may affect the Par Value of any Unit. Except as otherwise provided in this Declaration or the Act, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

4. The Association shall be responsible for proper and timely maintenance of all portions of Project not the direct responsibility of a Unit Owner, including, but not limited to the Common Areas and Facilities. The Unit Owners shall be responsible for the proper and timely maintenance of all portions of their individual Units. In each case such maintenance shall include, at a minimum, the routine maintenance, maintenance inspections, and any other necessary repairs and maintenance called for as a result of such maintenance inspections as described in the Maintenance Manual from Declarant's Architect. The Management Committee shall adequately fund, on a continuing basis, a maintenance program to satisfy the Association's responsibilities. The Architect, the Contractor, and the Declarant, and their respective officers, directors, and employees, shall not be responsible to the Association nor its Owners for the proper and timely maintenance of the Common Areas and Facilities, the Limited Common Areas and Facilities, or the Units.

7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

1. Limited Common Areas and Facilities means those parts of the Common Areas and Facilities which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Areas and Facilities shall include any space designated as Limited Common Areas and Facilities on the Plat, including, but not limited to, any balcony, deck, patio, entryway, or porch adjacent to a Unit; any assigned parking space as designated on the Plat; any ski locker designated on the Plat; and storage area designated on the Plat; any individual water and sewer service lines, and any plumbing or other installation servicing a Unit, including, but not limited to, all such items designated as Limited Common Areas and Facilities on the Plat or as provided for by the Act. Individual parking spaces, storage areas, and ski lockers are assigned as Limited Common Area as shown on Exhibit B. The deck, balcony or patio which are accessible from, associated with, and which adjoin a particular Unit, without further reference thereto, shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners, except by invitation. All furniture and other personal property of Owners placed on such deck, balcony or patio shall present a uniform appearance from the outside of the Units. All such furniture and personal property shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules limiting the style and type of furniture and other personal property that may be placed on decks, balconies or patios. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units as shown on the Plat or as specified in this Declaration. Owners may not reassign Limited Common Areas and Facilities between or among Units in which they have an interest. Notwithstanding, Declarant hereby reserves the right and grants to the Association the right to reassign Limited Common Areas and Facilities to the fullest extent permitted under the Act, but may not reassign Limited Common Area without the consent of the Owner of the Unit to which such Limited Common Area is assigned. In the event of any rental of a Unit by an Owner, the Owner may reserve, at his or her discretion, usage rights in Limited Common Area parking spaces, ski lockers, or storage areas assigned to the Owner's Unit so long as the reservation does not cause a material burden on the Common Areas and Facilities. Infrastructure necessary for electric vehicle charging stations shall be provided within Limited Common Area parking spaces appurtenant to each Residential Unit.

8. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP.

1. Each Residential Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

2. Subject to the limitations contained in this Declaration, and subject to any rules and regulations adopted by the Declarant or the Association, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive

right to occupy and use their Residential Unit and any Limited Common Areas and Facilities designated for exclusive use by such Owner or all Owners.

3. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Residential Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. No Owner may change the type of floor covering that would have the potential for affecting sound transmission between Units (for example, from carpet to wood) without the prior approval of the Management Committee. Each Owner shall keep the interior of their Residential Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that any such Residential Unit should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Residential Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair. Owners of adjoining Residential Units may not reassign or change the boundaries of such Residential Units. No Owner may subdivide their Residential Unit.

4. The Management Committee shall have the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter into any Residential Unit for the purpose of (i) maintenance, including, but not limited to, snow removal from any deck, balcony or patio and window washing; (ii) repairs, including emergency repairs; and (iii) for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity.

5. Nothing in this Declaration shall limit the rights of Declarant or any other Owner to operate the Residential Unit(s) owned by it for transient rental purposes. This provision may not be changed without the express written permission of the Commercial Owner. This right is reserved to the Commercial Owner because the Commercial Owner may make significant investments in the improvement of the Commercial Unit and may be materially injured in the event that any change is made to this Declaration which otherwise limits or prohibits transient rentals for the Project. The Deed Restriction prohibits transient rental of the Employee Housing Units.

6. The Association shall have the power to establish specific rules and regulations governing use of Limited Common Areas and Facilities.

7. The persons or entities who are at the time of reference Residential Owners shall, together with all other Owners, be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles, and other applicable Utah law.

9. NATURE AND INCIDENTS OF COMMERCIAL UNIT OWNERSHIP.

1. The Commercial Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

2. Except as otherwise provided herein, the Commercial Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Commercial Owners' Unit, if any, and surfaces of all walls, ceilings, floors and doors within such boundaries, if any. The Commercial Owner shall also have the exclusive right to repair, maintain or modify any plumbing, venting, heating and air conditioning located within the boundaries of the Commercial Unit.

3. The persons or entities who are at the time of reference Commercial Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law.

4. It is anticipated that the Commercial Unit identified as CU-1 on the Plat shall be used as a restaurant. The Commercial Unit may be developed for any other legal purpose as approved by the City and the Management Committee. The development or use of the Commercial Unit, including hours of operation, shall be as determined by the Commercial Owner. The Commercial Owner may, in its discretion, unilaterally transfer, deed, and/or convey its ownership interest in the Commercial Unit to the Association by deed. The Association shall then be the owner of the Commercial Unit. The Commercial Owner agrees to indemnify and defend the Association from any and all claims, suits, actions, demands, damages, attorney's fees, and costs concerning the Commercial Unit which directly arise from the period prior to the Commercial Owner's conveyance of the Commercial Unit to the Association.

10. TITLE TO UNITS.

1. Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

2. Title to no part of a Unit within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire

Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth.

3. The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4. Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

5. No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner (including interest in any portion of the Common Areas and Facilities) unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in the Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. In such event, the Owner may remove his or her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his or her Unit.

6. Every contract for the sale of a Unit, and every other instrument affecting title to a Unit within the Project, may describe a Unit by the name of the Project, the recording date for this Declaration, the County wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

7. Any person, on becoming an Owner, will furnish the Secretary of the Association with a photocopy of the recorded deed or other instrument or such other evidence as may be specified by the Management Committee under the Bylaws or the Association rules, vesting the person with the interest required to make him an Owner. At the same time, the Owner will provide the Association with the single name and address to which the Association will send any notices given pursuant to the governing documents of the Project. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Owner will give a new written notice to the Association containing all of the information required to be covered in the original notice.

The Association will keep and preserve the most recent written notice received by the Association with respect to each Owner.

8. The Owners shall have the right to physically combine one or more Units with an adjoining Unit. In order to accomplish such combination, an Owner may remove or create additional interior walls subject to the terms of this Section and any other applicable provisions of this Declaration. Upon the combination of any Units, the Unit resulting from such combination shall be allocated the undivided interest of the predecessor Unit(s) in and to the Common Areas and Facilities. Such allocation shall be reflected by an amendment to Exhibit A hereto. An Owner must first obtain the consent of the Management Committee and all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. The cost and expense incurred for legal, architectural and/or engineering fees and all other costs and expenses incurred by the Association shall be borne by that party requesting such a change.

9. In order to combine any Units as provided above, the Owner(s) of such Units shall submit an application to the Management Committee, which application shall be executed by such Owner(s) and shall include (a) evidence that the proposed combination of Units complies with all building codes, fire codes and other applicable ordinances or resolutions adopted and enforced by the Master Association, Park City Municipal Corporation, Summit County and the State of Utah, and that the proposed action does not violate the terms of any Mortgage encumbering the Units, (b) the proposed reallocations, (c) the proposed form of amendments to this Declaration, including the Plat, as may be necessary to show the Unit which is created by the combination of Units and its dimensions and identifying numbers, (d) a deposit against attorneys' fees and costs which the Owners and/or the Association may incur in reviewing and effectuating the transaction, in an amount reasonably estimated by the Management Committee, (e) evidence satisfactory to the Management Committee that the Owner(s) has obtained or caused to be obtained all requisite insurance in connection with any construction required to effect the proposed action, (f) indemnification of the Association by the Owner(s) for any and all matters relating to the proposed action, and (g) such other information as may be reasonably requested by the Management Committee. To the extent possible, the Management Committee shall be permitted to execute and record any amendment effectuating the combination of Units. Notwithstanding the foregoing, no combination of Units shall be allowed which increases the number of "Unit Equivalents" (as defined by City ordinances and approvals) in the Project without the prior written consent of the Declarant and all necessary City approvals.

11. CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS.

The following additional Developmental Rights are hereby granted or reserved by Declarant:

1. Declarant hereby reserves an easement throughout the Project for a period of seven (7) years from the recording of this Declaration. The purpose of this easement is to

allow Declarant to complete all improvements contemplated by the Declaration and the Plat.

2. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or leases, or on the Common Areas and Facilities of the Project, for a period of seven (7) years from the recording of this Declaration. Declarant may relocate sales offices, management offices and models to other Units or Common Areas and Facilities at any time during such period.

3. There is hereby established a Period of Declarant Control of the Association, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Management Committee. The Period of Declarant Control shall terminate no later than the earlier of:

(a) three (3) years after the first Unit is conveyed to an Owner; or

(b) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners.

The Declarant may, at its option, terminate the Period of Declarant Control at any earlier date.

12. RESTRICTIONS ON USE.

Subject to the Developmental Rights, the Units, and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee, shall be used in accordance with the following restrictions:

1. With the exception of the Commercial Unit, no Unit shall be used for commercial purposes; provided, however, that nothing in this Subsection shall prevent (a) Declarant or an affiliated entity or a duly authorized agent from using any Unit owned or leased by Declarant as sales offices and model Units or a property management office as provided in Section 11.2 hereof, or (b) any Owner or his or her duly authorized agent from renting or assigning the use of his or her Unit from time to time. The Commercial Unit within the Project may be used as a restaurant, as provided in the Park City Land Management Code, or for such other purposes as duly approved by the Management Committee and the City. The customers, clients, patrons, licensees, and renters of Commercial Owner shall be permitted to enter upon the Project and shall have a nonexclusive license across the Common Areas and Facilities to the extent reasonably necessary for access to such Commercial Units.

2. No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners.

3. No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.
4. No signs, flags or advertising devices of any nature, including, without limitation, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, except as may be used by Declarant as part of its sales program.
5. The Master Declaration includes provisions governing the kind and number of pets that may be kept by an Owner. All such provisions shall be binding upon the Project and all Owners, occupants and guests. In addition, the rules and regulations of the Association may further regulate the kind and number of such pets from time to time.
6. The draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules requiring window coverings to present a uniform appearance from the exterior of Buildings.
7. Except as otherwise provided in the Declaration, no Unit, or portions thereof, may be further divided or subdivided (either physically or legally) or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to community property, tenancy in common, or other form of joint undivided ownership).
8. No Owner shall, without the prior written consent of the Management Committee, make or permit to be made any exterior alteration, improvement or addition in or to any Unit or the Project. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Buildings or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities (including Limited Common Areas and Facilities). No Owner shall, without the prior written consent of the Declarant so long as the Declarant or an affiliate of Declarant owns any land or improvements in Sommet Blanc, improve or modify a Unit, any Limited Common Areas and Facilities or other Common Areas and Facilities in a manner that would increase the square footage of any Unit.
9. There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, other than Limited Common Areas and Facilities appurtenant to their Unit, except with the prior consent of the Management Committee.
10. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the

rate of insurance on the Project or any part thereof over what the Association but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her guests, lessees, licensees or invitees.

11. No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by Declarant or the Association.

12.12 Timeshare/Fractional Ownership.

(a) No Unit may be sold or offered for sale to any Person or entity who is engaged in the business of any of the following (a “Timeshare Business”):

(i) the operation of a timesharing, fractional ownership, interval ownership, private residence club or similar program whereby the right to exclusive use of the Unit rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement; or

(ii) for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

A. the ownership interest in such Unit is marketed for sale to the public subject to such system, or

B. the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners.

(iii) the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an “Interest”), if one or more of the following conditions exist:

A. the Interest is marketed for sale to members of the public, or

B. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-established or pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others; or

(iv) The marketing, offering or selling of “timeshare interests,” as that term is defined in the Utah Timeshare and Camp Resort Projects Act, Utah Code Ann. § 57-19-1, *et seq.* (the “Timeshare Act”).

(All of the foregoing uses, systems or programs described in this Section are hereinafter called a “Timeshare Program”).

(b) Notwithstanding anything in this Section 12.12, nothing herein shall be deemed to prohibit an Owner from leasing a Unit to a Timeshare Business so long as such lease does not make the Unit or the Project subject to the Timeshare Act and the regulations and registration requirements contained therein and so long as the lease otherwise complies with all other provisions in this Declaration. Any and all uses which would subject a Unit or the Project to the Timeshare Act are expressly prohibited.

(c) Mere co-ownership of a Unit, ownership of a Unit by an entity, or short-term leasing of a Unit shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 12.12. The inclusion of a Unit in a nightly or other short term rental program shall not be considered to create a Timeshare Program. All use and occupancy arrangements falling within the definition of “timeshare interests” under the Timeshare Act shall be considered Timeshare Programs, but a determination that any use and occupancy arrangements do not constitute a “timeshare interest” under such Act shall not be determinative of whether such arrangements constitute a Timeshare Program hereunder. It is intended that the definition of “Timeshare Program” hereunder shall be broader than, and not limited by, the definition of “timeshare interest” in the Timeshare and Camp Resort Act.

13. Any lease agreement between an Owner and a lessee respecting a Unit shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his or her Unit. An Owner shall be responsible and liable for any damage to the Project caused by its tenants.

14. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration, each and all of which are declared and agreed to be for the benefit of the Project; further, each and all of the provisions of the Master Declaration, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of said Declarant, and any person acquiring, leasing, subleasing or owning an interest in the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. Each Owner, by accepting a deed to a Unit, recognizes that (a) the Project is subject to

the Master Declaration, and (b) by virtue of his ownership, he has become a member of the Master Association. Each Owner, by accepting a deed to a Unit, acknowledges that he has received a copy of the Master Declaration. The Owner agrees to perform all of his or her obligations as a member of the Master Association as they may from time to time exist, including, but not limited to, the obligation to pay assessments as required under the Master Declaration and other governing documents of the Master Association.

15. The Owners acknowledge that, as more particularly defined in the Master Declaration, the Master Association has the right to assess a transfer fee (“Transfer Assessment”) upon an Owner selling, transferring, leasing (for a term greater than fifteen years) or conveying a Unit (collectively, a “Transfer”) to a third party (“Transferee”). As more particularly described in the Master Declaration: (i) there are certain Transfers which are exempt from the Transfer Assessment; (ii) the Transfer Assessment shall be payable to the Master Association by the Transferee; and (iii) the Transfer Assessment equals the Gross Sales Price of a Unit multiplied by the Transfer Assessment Rate.

As more particularly described in the Master Declaration, the “Gross Sales Price” means the total consideration given by the Transferee for a Unit less actual customary expenses of sale (or the equivalent thereof which would have been received by the Owner had the Transfer been an arms-length, third-party cash transaction, in the event the Transfer is not an arms-length, third-party cash transaction).

As more particularly described in the Master Declaration, the “Transfer Assessment Rate” means one percent (1%) unless and until the Board of Directors of the Master Association adopts a different rate, provided that the such rate may not be higher than two percent (2%) unless the increase is approved by the affirmative vote of the Class A Memberships of the Master Association at a meeting duly called for such purpose. In the event of any conflict between the provisions of this Section 12.15 and the provisions of the Master Declaration, including future amendments to the Master Declaration, the terms and provisions of the Master Declaration shall control.

16. The Association may contract or cooperate with the Master Association or with other homeowners' associations or entities within Empire Pass as convenient or necessary to provide services and privileges, such as access to recreational and transportation facilities in Empire Pass, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.

17. The Association shall have the power, subject to the primary power of the Board of Directors of the Master Association, to enforce the covenants and restrictions contained in the Master Declaration, but only as said covenants and restrictions relate to the Project.

18. The Project is located adjacent to a privately owned and operated skiing facility and recreation area (the “Ski Facility”), which is open to the public and may generate an

unpredictable amount of visible, audible and odorous impacts and disturbances at all times of the day and night from activities relating to the construction, operation, use and maintenance thereof. The activities associated with the Ski Facility include, without limitation: (a) vehicular and residential traffic, including, without limitation (i) buses, vans, snowcats, snowmobiles and other vehicles which transport residents and guests of the Ski Facility over, around and through the Ski Facility, and (ii) construction vehicles and equipment; (b) activities relating to the construction, maintenance and grooming of all pedestrian trails, bridges and tunnels located in or around the Project; (c) activities relating to the construction, operation and maintenance of ski trails, biking and hiking trails, skiways, and skier bridges and tunnels relating to the Ski Facility, including, without limitation, (i) tree cutting and clearing, grading and earth moving, and other construction activities, (ii) construction, operation and maintenance of access roads, snowmaking equipment and chair lifts, gondolas and other skier transportation systems, (iii) operation of snow making equipment and facilities, and (iv) operation of snow-grooming vehicles, snowmobiles, trail grooming machinery, snow plows and other snow removal machinery and equipment, and safety and supervision vehicles; and (d) activities relating to the use of the Ski Facility, including, without limitation, skiing, snowboarding, hiking, horseback riding, bicycling and other recreational activities and organized events and competitions relating to such activities.

19. Declarant is not the operator of the Ski Facility, and accordingly, Declarant cannot make any representations relating thereto. Neither Declarant nor any of its employees or agents have made any representations regarding the opening or closing dates of the Ski Facility in any given year. The operator of the Ski Facility may decide, in its sole discretion, whether any or all of the chairlifts (including those that serve the Project) should be operated.

20. No interest in or right to use any amenity located on or near the Project, such as spas, club facilities, ski facilities or the like, shall be conveyed to an Owner pursuant to this Declaration. The owners of nearby facilities shall have the right, in their sole discretion, to remove, relocate, discontinue operation, restrict access to, charge fees for the use of, sell interests in or otherwise deal with such assets in their sole discretion without regard to any prior use of or benefit to any residents of the Project.

21. Ownership of real property in mountain areas involves certain inherent inconveniences and risks. These include, but are not limited to, (a) sliding snow and ice, (b) dripping water onto decks, porches and walkways from snow melt, (c) snow and ice build-up on decks and porches during winter months, (d) the need to remove snow from roofs and decks to prevent damage to these structures, (e) adverse travel conditions, (f) the effects of harsh weather and high altitude upon construction procedures and costs, building materials and finishes, (g) health risks from high altitude and severe weather, and (h) other inconveniences and risks arising from the high altitude and sometimes severe weather conditions in the Rocky Mountains.

22. Owners acknowledge that other properties located in the vicinity of the Project may be developed pursuant to the land uses and restrictions set forth in the applicable zoning for Empire Pass, with no representation being made herein concerning the

planned uses of such other properties. Owners acknowledge that the zoning for the property on which the Project is located and for other properties in the vicinity of the Project is established and governed by the Park City Land Management Code and certain agreements between Park City and the master developer of Empire Pass, as the same may be amended or replaced from time to time.

23. All Owners are given notice that use of their Units and the Common Areas and Facilities is limited by the rules and regulations of the Association as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner's Unit can be affected by this provision and that the rules and regulations may change from time to time.

13. ASSOCIATION AND MANAGEMENT COMMITTEE.

1. The persons or entities who are at the time of reference Owners shall, together with all other Owners, be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law. The Association shall be governed by the following provisions:

1.1. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of not less than three (3) nor more than five (5) natural persons as provided in the Bylaws. The Management Committee shall be elected as provided in this Declaration and in the Bylaws.

1.2. Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

1.2.1. To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

1.2.2. To engage the services of the Common Area Manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefore.

1.2.3. To operate, maintain, repair, improve and replace the Common Areas and Facilities.

1.2.4. To determine and pay the Common Expenses.

1.2.5. To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Article 21 hereinafter.

- 1.2.6. To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- 1.2.7. To open bank accounts on behalf of the Association and to designate the signatories therefore.
- 1.2.8. To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.
- 1.2.9. To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of \$200,000 (as measured in year 2022 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which in either case results in no actual liability of funds of the Association in excess of \$200,000 shall not require Association approval.
- 1.2.10. To obtain insurance for the Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance.
- 1.2.11. To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.
- 1.2.12. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.
- 1.2.13. To pledge, hypothecate or otherwise encumber current or future Assessments for any purpose permitted under this Declaration.

- 1.2.14. To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. The Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Unit current copies of the Declaration, Articles, Bylaws and other rules governing the Project and other books, records and financial statements of the Association. “Available” shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- 1.2.15. To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project.
- 1.2.16. To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.
- 1.2.17. To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.
- 1.3. Subject to the limitations of Section 13.1.4 hereof, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 13.1.
- 1.4. It is anticipated, but not required, that the Management Committee or the Common Area Manager shall retain the services of a Resident Manager, who may live at the Project in an Employee Housing Unit (at the absolute and sole discretion of the owner of an Employee Housing Unit), and who shall serve as an “on-site manager” for the Project and supervise the day-to-day operations of the Project. All compensation and other costs relating to retention of the Resident Manager, including rent and rent-related costs if the Resident Manager resides in the Employee Housing Unit, shall be part of the Common Expenses.
- 1.5. The Management Committee may convey or subject to a Mortgage all or portions of the Common Areas and Facilities of the Project if Owners entitled to cast a majority of the Total Votes of the Association agree to that action at a meeting or by written ballot distributed to Owners by mail.

Any such agreement shall comply with all other applicable provisions of the Act.

- 1.6. Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.
- 1.7. When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.
- 1.8. Neither the Management Committee nor the Common Area Manager shall sell any property of the Association except as permitted by the Act and this Declaration.
- 1.9. The Association acting through the Management Committee may enter into a contract with a Common Area Manager for the management of the Project which complies with the requirements of Section 13.1.2 hereof as applicable to the Project. The Common Area Manager so engaged shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required to be performed by the Association itself.

2. The Association may contract or cooperate with the Master Association or with other homeowners' associations or entities within Empire Pass as convenient or necessary to provide services and privileges, such as access to recreational facilities in Empire Pass, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.

3. NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 15, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

14. MAINTENANCE, ALTERATION AND IMPROVEMENT.

1. The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged to the Association as a Common Expense.

2. Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association, its agents and contractors, shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Association.

3. Notwithstanding anything in this Declaration to the contrary, the Owner at the Owner's expense shall maintain and keep in repair the interior of the Unit, including the fixtures and utilities located in the Unit to the extent current repair shall be necessary in order to avoid damaging other Units or the Common Areas and Facilities. All fixtures, equipment, and utilities installed and included in a Unit serving only that Unit,

commencing at a point where the fixtures, equipment and utilities enter the Unit, shall be maintained and kept in repair by the Owner of that Unit. An Owner shall also maintain and keep in repair any entry door or doors serving such Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of any Building, or impair any easement or hereditament. Except as otherwise provided in this Declaration, an Owner shall also have the obligation to maintain and keep in repair all appurtenant Limited Common Areas and Facilities at such Owner's expense, including any exterior ski locker, if any, appurtenant to a Unit. Except as otherwise expressly set forth in this Declaration, no Owner shall alter any Common Areas and Facilities without the prior written consent of the Association.

4. Notwithstanding anything in this Declaration to the contrary, each Owner shall have the right to install speakers and other audio-visual equipment in the ceilings and interior walls within such Owner's Unit; provided, however, that sufficient insulation must be installed and sufficient acoustical measures must be taken to prevent any noise, vibrations or other interference from entering adjacent units.

5. In the event that portions of a Unit or other improvements are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained improvement lies with the Owner of the Unit, or in the event that such improvements are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after written notice to the Owner and the expiration of a thirty (30) day cure period, and with the approval of the Management Committee, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and other improvements to a condition of good order and repair; provided, however, if such repair and reconstruction due to an event of casualty cannot be reasonably performed within such thirty (30) day cure period, the Owner shall have such time as reasonably required to perform such repair and reconstruction so long as the work has been commenced within such cure period and is diligently pursued to completion. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 21 of this Declaration.

6. Subsequent to the filing of the Plat and recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Owner of the Unit or the Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas and Facilities except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners

and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Unit against the Unit of another Owner or against the Common Areas and Facilities, or any part thereof.

7. At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of Section 14.6 above by collecting from the Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association in accordance with Article 21 below.

8. Pursuant to the terms and provisions of the Master Declaration and that certain Maintenance Agreement between the City, United Park City Mines Company, Blue Ledge Corporation and the Master Association, including any amendments, modifications or replacements thereto, the Master Association has covenanted with the City that it will, at all times, provide or cause the Association, if appropriate, to provide, all necessary maintenance and repairs to certain roadways, walkways, tunnels, bridges, culinary water system components and other public infrastructure within Empire Pass at Deer Valley (collectively referred to herein as the "Community Areas"). In the event the Master Association defaults in the performance of its covenants to maintain and repair the Community Areas as set forth in the Maintenance Agreement, then the City shall have the right (but not the obligation) to cause such maintenance and repair work to be performed on behalf of the Master Association or the Association, if appropriate. In the event that the City exercises such right, the City shall have the right to assess the members of the Master Association or the Association, if appropriate, in the amount necessary to pay the costs of such maintenance and repair work to the Community Areas, together with reasonable administrative/overhead costs not to exceed ten percent (10%).

9. The Association shall develop a maintenance and repair budget sufficient to provide for the maintenance requirements set forth in the Maintenance Manual (as defined herein), as well as a contingency for repairs and annual inspection of major systems, including, but not limited to, the roof and any curtain wall. The Association shall ensure performance of, at a minimum, all maintenance requirements described in the Maintenance Manual. The "Maintenance Manual" is a manual to be prepared by a third party consultant for the benefit of the Association outlining the required maintenance procedures for the various components and systems of the Project, as may be amended from time to time. The Management Committee shall review and, as necessary, cause the Maintenance Manual to be revised periodically, but no less often than every three years.

15. INSURANCE.

1. The Association shall at all times maintain in force insurance meeting the following requirements:

- 1.1. A “master” or “blanket” type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas and Facilities; all Buildings; all Units, including any fixtures, improvements, or betterments installed at any time in a Unit or the Limited Common Areas and Facilities appurtenant thereto; fixtures, machinery, building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities maintained for the service of the Project or owned by the Association, but excluding items normally not covered by such policies. References herein to a “master” or “blanket” type policy of property insurance are intended to denote single entity insurance coverage. At a minimum, such “master” or “blanket” policy shall afford protection against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, which are customarily covered with respect to projects similar to the Project in construction, location, and use. Such “master” or “blanket” policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, excluding items normally excluded from coverage. Each Owner is an insured person under a property insurance policy. If the Management Committee deems such advisable, the insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent (100%) of the property’s insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be the lesser of Fifty Thousand Dollars (\$50,000) or one percent (1%) of the policy face amount. However, for losses related to individual Units that are covered by such a policy, the maximum deductible related to each individual Unit shall be the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the Unit’s insurable value. Funds to cover these deductible amounts shall be included in the Association’s operating reserve account.
- 1.2. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all

of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Association's supervision, and any commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Three Million Dollars (\$3,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), bailee's liability, elevator collision liability, garage keeper's liability, host liquor liability, contractual and all-written contract insurance, workers' compensation and employer's liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

- 1.3. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. In addition, the Common Area Manager shall, within a reasonable time period, submit evidence to the Association that he or she has secured such fidelity insurance. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association, or the

Common Area Manager, as the case may be, at any given time during the term of each bond.

- 1.4. The name of the insured under each policy required to be maintained by Section 15.1 shall be the Association for the use and benefit of the individual Owners. (Said Owners shall be designated by name if required by law.) Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee (each of whom shall be referred to herein as the “Insurance Trustee”), for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner’s Mortgagee. Each Owner and each such Owner’s Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.
- 1.5. Each policy required to be maintained by Section 15.1 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days’ prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.
- 1.6. Each policy required to be maintained by Section 15.1 shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.
- 1.7. In contracting for the policies of insurance required to be maintained by Section 15.1, the Management Committee shall make reasonable efforts to secure (where economically feasible and reasonably available) coverage commonly required by private mortgage investors for projects similar in construction, location and use.
- 1.8. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association’s authorized representative, including any Insurance Trustee, who shall have exclusive authority to

negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

- 1.9. Each insurance policy maintained pursuant to the foregoing Sections 15.1.1, 15.1.2, and 15.1.3 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Article 15 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.
- 1.10. All insurance policies shall be reviewed at least annually by the Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

2. Notwithstanding anything in this Article 15 to the contrary, it shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage insurance on such Owner's personal property and furnishings and on any upgrade made to the structures and fixtures of the Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of

such insurance coverages obtained by such Owner shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and the Owner. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Unit caused by any improvement to the Unit made by such Owner and not initially made by Declarant, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner, or if the applicable insurance is to be provided by the Association, for any additional insurance costs associated with such increased value due to the improvements.

3. An Owner who owns a Unit that has suffered Unit Damage (defined below) as part of a Covered Loss (defined below) is responsible for an amount calculated by applying the Unit Damage Percentage (defined below) for that Unit to the amount of the deductible under the property insurance policy of the Association. If an Owner does not pay such amount within thirty (30) days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Owner for that amount. As used in this paragraph, "Covered Loss" means a loss, resulting from a single event or occurrence, that is covered by a property insurance policy of the Association, "Unit Damage" means damage to a Unit or to Limited Common Areas and Facilities applicable to that Unit, or both, and "Unit Damage Percentage" means the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage. If, in the exercise of the business judgment rule, the Management Committee determines that a Covered Loss is likely not to exceed the property insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the property insurance insurer of the Association:

- 3.1. the Owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Association for Unit Damage;
- 3.2. the Association is responsible for any Covered Loss to any Common Areas and Facilities;
- 3.3. an Owner who does not have a policy to cover Unit Damage is responsible for that damage and the Association may recover any payments the Association makes to remediate the Unit Damage; and

- 3.4. the Association need not tender the claim to the Association's insurer. The Association shall provide notice to an Owner of such Owner's payment obligations described in this Subsection.

16. DESTRUCTION OR DAMAGE.

1. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

2. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

3. In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:

- 3.1. The Association shall give timely written notice to any Eligible Mortgagee on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.
- 3.2. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.
- 3.3. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.
- 3.4. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such

repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in Section 21.1.3 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

- 3.5. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Total Votes of the Association to carry out such repair and reconstruction and if, to the extent permitted by the Act, Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Eligible Mortgagees do not approve such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

3.5.1. the Project shall be deemed to be owned in common by the Owners;

3.5.2. Each Owner shall own an undivided interest in the Project equal to his or her ownership interest in the Common Areas and Facilities;

3.5.3. Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

3.5.4. The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

3.6. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

4. If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

5. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Common Assessments made pursuant to Section 3 hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in accordance with their undivided percentage interest in the Common Areas and Facilities.

6. This Article 16 shall not be amended unless Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association consent and agree to such amendment and such consent and agreement is reflected in an instrument duly executed by the Association and recorded in accordance with the provisions of this Declaration.

17. TERMINATION.

1. Except as otherwise provided in Article 15 and Article 16, the Project may be terminated only by agreement of Owners entitled to vote all of the votes of all Units.

2. All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

3. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

4. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 17.1 and 17.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the Owners respective undivided interest in the Common Areas and Facilities. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all Common Assessments and other obligations imposed on Owners by this Declaration.

5. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

18. EMINENT DOMAIN.

1. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

2. With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his or her ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for

replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.

3. With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his or her award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his or her Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

4. In the event the Project is removed from the provisions of the Act pursuant to Article 17 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners respective undivided interest in the Common Areas and Facilities.

5. If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

5.1. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

5.2. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

6. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Article 18 shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

19. MORTGAGEE PROTECTION.

1. Upon written request made to the Association by a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage, which written request shall identify the name and address of such First Mortgagee, insurer or governmental guarantor and Unit Number, any such First Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

- 1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor;
- 1.2. Any delinquency in the payment of Common Assessments or charges owed by an Owner, whose Unit is subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;
- 1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- 1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 19.2 below or elsewhere herein; and
- 1.5. Any judgment rendered against the Association.

2. Except as provided elsewhere in this Declaration, or except as provided by the Act, the vote or prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Units having at least fifty-one percent (51%) of the votes of the Units subject to First Mortgages held by Eligible Mortgagees shall be required to:

- 2.1. Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.
- 2.2. Amend any material provision of the Declaration, Articles, Bylaws or Plat. “Material provisions” include any provision affecting the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, to comply with applicable law, or for clarification only):

- 2.2.1. Changes in the method of calculating the Common Assessments, obligations, maintenance fees, or other charges which may be levied against an Owner;
- 2.2.2. Reductions in reserves for maintenance, repair, and replacement of Common Areas and Facilities;
- 2.2.3. Responsibility for maintenance and repairs;
- 2.2.4. Reallocation of interests in the Common Areas and Facilities, except where otherwise specifically permitted by this Declaration, or rights to their use;
- 2.2.5. Convertibility of Units into Common Areas and Facilities or vice versa, except as otherwise permitted by this Declaration;
- 2.2.6. Substantial reduction in hazard or fidelity insurance requirements;
- 2.2.7. Imposition of any restrictions on the leasing of Units;
- 2.2.8. Imposition of any restrictions on Owner's right to sell or transfer his or her Unit;
- 2.2.9. Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
- 2.2.10. The benefits of Eligible Mortgagees.

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

3. The Association shall maintain and have current copies of the Declaration, Articles, Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Units in the Project. Generally, these documents shall be available during normal business hours.

- 3.1. The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit if the First Mortgage was recorded

before the delinquent assessment was due; and the First Mortgagee thereunder that comes into possession of or that obtains title to such Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned. All taxes, Common Assessments and charges that may become liens prior to the First Mortgage under Utah law relate only to the individual Units and not to the Project as a whole.

- 3.2. In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely paid, or in the event the required hazard insurance described in Section 15.1.1 lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association.
- 3.3. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities.

20. AMENDMENT.

1. Except as provided elsewhere in this Declaration, any amendment to this Declaration or the Plat shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment to this Declaration that changes, modifies, reassigns, and/or terminates a Unit's proportional interest in the Common Areas and Facilities or a Unit's respective interest in the Limited Common Areas and Facilities shall only be effective upon the express written consent of the Owner of the affected Unit. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Summit County Recorder of an instrument executed by the Association. In such instrument an officer or member of the Management Committee of the Association shall certify that the vote required by this Section for amendment has occurred.

2. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may also be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, ordinance, rule, regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections, to fix mistakes, to remove/clarify ambiguities, or to accurately reflect the “as built” Units on the Plat; (c) to satisfy the requirements of Park City or any other governmental authority or (d) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit. Declarant reserves these rights, in part, because the Plat shall be recorded prior to completion of construction on the Building.

3. Anything in this Article 20 or Declaration to the contrary notwithstanding, Declarant also reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, or as requested by any other federal, state or local governmental agency that requests such an amendment as a condition precedent to such agency’s approval of this Declaration or approval of the sale of Units, or by any lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the nature of the qualifying reason for such amendment pursuant to this Section 20.3. Recordation of such an Amendment shall be deemed conclusive proof of the agency’s or institution’s request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Article 20 deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

21. ASSESSMENT OF UNITS BY THE ASSOCIATION.

1. The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be subject to the following provisions and any other provisions, if any, set forth in the Bylaws:

- 1.1. Each Owner, including Declarant, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him or her. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Article 21 shall be the Common Expense

Fund. Common Assessments shall include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association. Until the Association makes an assessment for Common Expenses, the Declarant shall pay all Common Expenses. After an assessment has been made by the Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units in the Project on the first day of the month in which the closing of the first sale of a Unit occurs. So long as the Declarant owns a Unit in the Project, the Declarant may elect, in its sole and absolute discretion, to pay the Association's shortfall in operating funds in lieu of paying one or more of the Common Assessments due on account of the Unit ownership. The Declarant may revoke the election in its sole and absolute discretion. The Declarant's payment of any shortfall under this Section may be in the form of cash or in the form of "in-kind" contributions of goods or services, or in any combination of the foregoing, provided that "in-kind" contributions of goods or services must directly reduce the Association's costs and expenses for which an Assessment for Common Expenses is being levied in the Association's budget, with such goods or services being valued at the amount by which the budgeted costs and expenses of the Association are so reduced.

- 1.2. The Association may not impose a Regular Common Assessment per Unit which is more than twenty-five percent (25%) greater than the previous year's Regular Common Assessment, without first obtaining the affirmative vote of Owners, cast at a meeting of the Association at which a quorum is present or by written ballot. The Association shall provide notice, by first class mail to all Owners, of any change in the Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.
- 1.3. In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. However, in any fiscal year, except as otherwise provided in this Declaration, the Management Committee shall not, without the affirmative vote of Owners, cast at a meeting at which a quorum is present or by written ballot, levy Special

Common Assessments which in the aggregate exceed twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment against an Owner is a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

- 1.4. All Common Assessments shall be due as determined pursuant to the Bylaws. Common Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management Committee from time to time. All payments of Common Assessments shall be first applied to accrued interest and late fees, costs of collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reassigned, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.
- 1.5. There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to the Declaration and the Act. The recordation of this Declaration in the Office of the Summit County Recorder constitutes record notice and perfection of such assessment lien. To establish the priority of the lien pursuant to Section 21.1.7 below, a written notice of lien shall be recorded setting forth the amount of the

Common Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure by the Management Committee or Common Area Manager conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Title 38, Chapter 1a, Utah Code Annotated, as amended from time to time.

- 1.6. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Common Assessments against the Unit which shall become due during the period of foreclosure, together with interest and late fees as set forth herein, and all such Common Assessments shall be secured by the lien being foreclosed. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Act. The Declarant, Association and each Owner hereby convey and warrant pursuant to Utah Code Annotated Sections 57-1-20 and 57-8-45 to Metro National Title, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of Common Assessments under the terms of this Declaration. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code Annotated. Each Owner hereby conveys all of its right, title and interest in its Unit to such trustee, in trust, with a power of sale, for the sole purpose of securing each Owner's obligations under the Declaration, including but not limited to the obligation to pay all Common Assessments. The Association may, through the Common Area Manager or other duly authorized agent, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.
- 1.7. The lien of the Association has priority over each lien and encumbrance on a Unit except: (a) a lien or encumbrance recorded before recordation of this Declaration, (b) a first or second Mortgage on a Unit that is recorded before a recorded notice of lien by or on behalf of the Association, or (c) a lien of real estate taxes or other governmental assessments or charges

against the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

- 1.8. At least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Association shall provide notice (“Foreclosure Notice”) to the Owner that is the intended subject of the nonjudicial foreclosure. The Foreclosure Notice shall: (i) notify the Owner that the Association intends to pursue nonjudicial foreclosure with respect to the Owner’s Unit to enforce the Association’s lien for unpaid assessments; (ii) notify the Owner of the Owner’s right to demand judicial foreclosure in the place of nonjudicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested and be included with other Association correspondence to the Owner; and (iv) be in substantially the following form:

**NOTICE OF NONJUDICIAL FORECLOSURE
AND RIGHT TO DEMAND JUDICIAL
FORECLOSURE**

The Sommet Blanc Owners Association, Inc., a Utah corporation (the “Association”), the association for the project in which your unit is located, intends to foreclose upon your unit and allocated interest in the common areas and facilities using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association’s lien against your unit and to collect the amount of an unpaid assessment against your unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that ‘I demand a judicial foreclosure proceeding upon my unit,’ or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 15 days after the date of the postmark on the envelope in

which this notice was mailed to you. The address to which you must mail your demand is Sommet Blanc Owners Association, Inc.,

, (insert the address of the Association for receipt of a demand).

- 1.9. The Association may not use a nonjudicial foreclosure to enforce a lien if an Owner mails the Association a written demand for judicial foreclosure: (i) by U.S. mail, certified with a return receipt requested; (ii) to the address stated in the Foreclosure Notice; and (iii) within 15 days after the date of the postmark on the envelope of the Foreclosure Notice.
- 1.10. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her Common Assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. The Management Committee, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement shall be furnished within ten (10) business days after receipt of the request and upon payment of a reasonable fee and is binding on the Association, the Management Committee, the Common Area Manager and every Owner, in favor of all who rely on such statement in good faith. The grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the statement furnished under this Section.
- 1.11. The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his or her Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.
- 1.12. The lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case any First Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for Common Assessments or charges accrued before the acquisition of the

title to the Unit by the First Mortgagee, but such acquisition shall not relieve any Owner from paying further assessments. If the Association's lien priority includes costs of collecting unpaid Common Assessments, the Association will be liable for any fees or costs related to the collection of such unpaid Common Assessments.

2. The Association through the Management Committee shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section. Upon the transfer of a Unit, the capital reserves previously paid by the transferring Owner shall remain the property of the Association, for the use and benefit of the Association in making future repairs, replacements, improvements and capital additions to the Project. In utilizing such reserves, there shall be no single improvement exceeding the sum of Two Hundred Thousand Dollars (\$200,000) (as measured in year 2022 dollars and thereafter adjusted by the Cost of Living Index) made by the Management Committee without the same having been first voted on and approved by the majority of the votes of those present in person or by proxy at a meeting of the Association duly called for that purpose or otherwise so approved without a meeting. The foregoing shall not apply in connection with damage or destruction referred to in Article 16 hereof or to such structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities.

3. The Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Association is responsible and for which the reserve fund was established, or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Association, delay such restoration until the time it reasonably determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth in Section 21.1.3 hereof. At least once every three (3) years the Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements. The Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement

necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

- 3.1. Identification of the major components which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of thirty (30) years or less.
- 3.2. Identification of the probable remaining useful life the components identified in Section 21.3.1 above, as of the date of the study.
- 3.3. An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in Section 21.3.1 above, during and at the end of its useful life.
- 3.4. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

For the purposes of this Section, the term “reserve account requirements” means the estimated funds which the Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Association is obligated to maintain.

4. An “Association Working Capital Fund” equal to at least three (3) monthly installments of the annual assessment for each Unit shall be established and maintained for the Project. Each Unit’s share of the working capital fund shall be collected from the initial purchaser of each Unit and transferred to the Association at the time of the closing of initial sale of that Unit. The purpose of the working capital fund is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the working capital fund are not to be considered advance payments of any Regular Common Assessment.

5. If an Owner shall at any time lease his or her Unit and fails to pay Common Assessments within sixty (60) days after the Common Assessments are due, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 21.5 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

6. Subject to the Management Committee’s sole and exclusive discretion, each buyer of a Unit within the Association shall pay to the Association at closing a “Reinvestment

Fee” immediately upon becoming the Owner of the Unit (i.e., at closing of the purchase) in an amount equal to three (3) months of Common Assessments for the Association. The Reinvestment Fee shall be used only for the benefit of the Property within the Association, as provided by Utah Code § 57-1-46, including for common planning, facilities, and infrastructure; obligations arising from an environment covenant; community programming; resort facilities; open space; recreation amenities; or association expenses, as the Board may determine in its sole and exclusive discretion. The Management Committee shall have the right to collect and enforce the payment of the Reinvestment Fee in the same manner as enforcement and collection of delinquent Assessments as further described in this Declaration. In the event that the Reinvestment Fee is not paid at closing to the Association, then the Management Committee shall have the right to impose a penalty against the new Owner of the Unit in an amount as determined by the Committee from time to time in its sole and exclusive discretion.

- 6.1. No such Reinvestment Fee shall be payable and a transfer shall not be deemed to have occurred with respect to (a) the creation of any Mortgage, (b) any foreclosure of a First Mortgage, (c) the exercise of a power of sale available under a First Mortgage, (d) the taking of a deed or assignment in lieu of a foreclosure by a First Mortgagee, (e) the conveyance by a First Mortgagee of a deed to a Unit, or part thereof or interest therein, to a grantee if such First Mortgagee shall have obtained title to such Unit, or part thereof or interest therein, pursuant to subclause (b), (c) or (d) above, (f) any transfer, sale or conveyance to Declarant, to an entity wholly-owned or controlled by Declarant, or to the Association, (g) any transfer to a family trust or other closely held entity solely for estate planning purposes, or (h) any other transfer expressly excluded by statute. For purposes of this Section, a “transfer” shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other transfer of any beneficial ownership of or interest in any Unit, including but not limited to (i) the conveyance of fee simple title to any Unit, (ii) the transfer of more than 50 percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Unit, and (iii) the transfer of more than 50 percent (50%) of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units. The Declarant, prior to the organization of the Association, and thereafter the Board, shall have the right to determine in their respective sole and exclusive judgment whether or not a “transfer” has occurred for the purposes of levying a Reinvestment Fee.

- 6.2. A separate notice of the Reinvestment Fee required by this Section has been or shall be recorded.

22. VOTING.

1. At any meeting of the Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit A. The number of votes for each Unit shall be the same as the number of Par Value points of each unit divided by 100 and rounded to the nearest whole vote. Any vote totaling less than 1 shall be rounded up to 1 vote. The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration.

2. The number of votes appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

3. Every Owner shall be a Member of the Master Association. The voting rights of each Owner in the Master Association is governed by the Master Declaration, including but not limited to, the election of one "Voting Member" for each 20 "Class A Memberships" within the "Neighborhood" (rounded to the nearest integral multiple of 20). The terms of this Section 22.3 not defined herein are defined in the Master Declaration.

23. EASEMENTS.

1. If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

2. Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project, if any, may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

3. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Owner's Unit(s) and to any Limited Common Areas and Facilities appurtenant to his or her Unit(s), and shall have the right to the horizontal, vertical and lateral support of his or her Unit(s).

4. The Association shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas and Facilities for use by the Owners and the Association.

5. The Declarant shall have a temporary construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing all Units and Common Areas and Facilities as well as other physical improvements. The Owners of Units which have already been constructed do hereby acknowledge and agree that there will be construction activities, traffic, noises, dust, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto, and such Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the restrictions set forth in Article 12 hereof.

6. Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Buildings for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Areas and Facilities in connection with the improvement or alteration of any Unit, including the right of access to such areas of the Common Areas and Facilities as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Management Committee shall be final.

7. All conveyances of Units within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

8. Declarant reserves a non-exclusive easement for itself and its assignees to construct, operate, maintain, repair and replace all types of satellite and telecommunication facilities within the Project. Declarant further reserves a right of access to such facilities over, across, and through all other Common Areas and Facilities of the Project in order to access the telecommunications facilities to exercise the rights established herein. Declarant may transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of the rights under this Section 23.8 without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

9. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone,

electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical, telephone, data transmission, and other communication services to erect and maintain the necessary equipment on or beneath the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without unduly disturbing the uses of the Owners, the Association, and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, Declarant or the Management Committee shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 23.9 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

10. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

11. Declarant reserves (a) the right to dedicate any access roads and streets serving the Property to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair maintenance or regulation of parking or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, or the Association.

12. Public trail easements are provided for the trails shown on the Plat.

13. The upper parking level under Building B is subject to an exclusive-use easement in favor of the adjacent Ski Facility. This easement provides for parking of employees and guests of the adjacent Ski Facility restaurant. The grantee under the easement is responsible for its proportionate share of costs maintaining and repairing Project parking as further described in the recorded easement.

14. Common areas located within the northeastern portion of the Property constituting approximately 3 acres are subject to a conservation easement as set forth and described in the instrument of record recorded with the Summit County Recorder's Office.

24. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by electronic (e-mail) or facsimile transmission. Consent to electronic notice is deemed granted in the event an Owner provides a fax number or e-mail address to the

Association. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if faxed or e-mailed, when the fax or e-mail is received, except that if the fax or e-mail is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
Sommet Blanc Owners Association
PO Box 980022
Park City, UT 84098

25. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, and the rules and regulations, to exercise any right or option herein or therein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

26. ENFORCEMENT.

1. All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of the Declaration, the Bylaws, and the rules and regulations and decisions issued pursuant thereto. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of the Declaration or the decisions of the Association. Owners shall have a similar right or action against the Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any

disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. The Management Committee may delegate to the Common Area Manager, the power and authority to carry out disciplinary actions duly imposed.

2. The Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of the Declaration or the rules and regulations for the Project except pursuant to:

2.1. The judgment of a court; or

2.2. A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

3. The Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Declaration pursuant to judicial proceedings.

4. The Association shall have the power, subject to the primary power of the Board of Directors of the Master Association, to enforce the covenants and restrictions contained in the Master Declaration, but only as said covenants and restrictions relate to the Project, and to collect regular, special, and default assessments on behalf of the Master Association.

27. DECLARANT.

The term "Declarant" as used herein shall mean and include Declarant and any person or persons who might acquire title from it to all or some of the unsold Units (other than sales of Units in the ordinary course of Declarant's business) through purchase, assignment or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Units in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration and the Act. Any right or any interest reserved or contained in this Declaration for the benefit of Declarant, may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association, or other entity, only by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Summit County, Utah. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

28. DISPUTE RESOLUTION.

1. The Bound Parties (defined below) agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to

first submit such Claim to the mediation procedures set forth in Section 28.2 in a good faith effort to resolve such Claim. If mediation fails, the Arbitration Provision (defined below) below shall apply.

2. Mediation Procedures.

- 2.1. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) to each Respondent and to the Management Committee stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the Claimant’s proposed resolution or remedy; and (iv) the Claimant’s desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim.
- 2.2. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Management Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim.
- 2.3. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Management Committee (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Summit or Salt Lake Counties. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.
- 2.4. If the parties do not settle the Claim within 60 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to commence arbitration proceedings.
- 2.5. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement

without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

3. IF AN OWNER DOES NOT WANT THE FOLLOWING ARBITRATION PROVISION TO APPLY, THE OWNER MUST SEND A LETTER TO THE ASSOCIATION, SIGNED BY THE OWNER (AND ANY CO-OWNER OF THE SAME UNIT) AND ADDRESSED TO SOMMET BLANC OWNERS ASSOCIATION, INC., C/O RSA REGISTERED AGENT CORP., 2500 NORTH UNIVERSITY, AVE., PROVO, UT 84604 ATTN: ARBITRATION OPT-OUT. THE LETTER MUST BE SENT WITHIN THIRTY (30) DAYS AFTER THE CONVEYANCE OF AN OWNER'S UNIT TO SUCH OWNER, AND MUST STATE THAT THE OWNER DOES NOT WANT ARBITRATION TO APPLY TO THE MATTERS DESCRIBED IN THIS ARTICLE 28. ANY OPT OUT WILL RENDER THIS ARBITRATION PROVISION NULL AND VOID BUT WILL HAVE NO OTHER EFFECT ON THE OWNER'S RIGHTS.

4. In the arbitration provision described in this Article 28 ("Arbitration Provision"), the following capitalized words, phrases or terms have the meanings set forth below:

- 4.1. "Institutional Party" means each Declarant and its affiliates; the Association during the Period of Declarant Control; any third party that provides any product or service to a Consumer Party in connection with this Declaration, if and only if such third party is named as a co-party with another Institutional Party in a Claim asserted by a Consumer Party; their successors and assigns; and the agents, representatives, members, employees, officers and/or directors of the foregoing entities.
- 4.2. "Consumer Party" means the Owners; their heirs, successors and assigns; and the Association after the Period of Declarant Control.
- 4.3. "Bound Party" means any Institutional Party or Consumer Party who asserts a Claim or has a Claim asserted against such party.
- 4.4. "Claim" means any claim, dispute or controversy between an Institutional Party and a Consumer Party, other than an Exempt Claim, arising out of or relating in any way to this Declaration or any other documents governing the Project, the Property, or the Units, including any such claim, dispute or controversy regarding or arising over the marketing and sale of Units; the terms of this Declaration or any other documents governing the Project; the design, specifications, surveying, planning, supervision, testing, observation of construction or construction of an improvement to, or

survey of, the Property; or the maintenance or use of the Property. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Declaration; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for declaratory relief, injunctions or other equitable relief.

- 4.5. “Exempt Claim” means any of the following Claims, which will not be subject to this Arbitration Provision: (i) any individual action brought by a Consumer Party in small claims court or a relevant state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) any action to effect a judicial or non-judicial foreclosure; (iii) any eviction or other summary proceeding to secure possession of real property or an interest therein; (iv) any action in any bankruptcy proceeding to assert, collect, protect, realize upon or obtain possession of the collateral for any amount owed; (v) any action to quiet title; (vi) any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing; (vii) any self-help remedy, such as the refusal of an Institutional Party to allow a Consumer Party to use a Unit, or any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; and (viii) any dispute concerning the validity and effect of Section 28.10 below, the ban on class actions and certain other proceedings (the “Class Action Ban”). Notwithstanding the prior sentence, at the request of a Consumer Party, the Institutional Parties will agree to arbitrate under this Arbitration Provision any matter covered by items (ii)–(vi) above if arbitration will afford the parties substantially the same rights and remedies as a court action. Any dispute regarding the question of whether arbitration will afford the parties substantially the same rights and remedies as a court action is also an Exempt Claim and shall be determined exclusively by the court and not by an arbitrator. If one or more Institutional Parties are allowed to proceed outside arbitration with respect to any of the matters covered by items (ii)–(vi) above, the Consumer Party may assert in court on an individual basis any related defenses or Claims such Consumer Party may have.
- 4.6. “Administrator” means either of the following companies to be selected by the Bound Party initiating the arbitration: National Arbitration Forum (“NAF”), P.O. Box 50191, Minneapolis, MN 55405, <http://www.arb-forum.com>, or the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, <http://www.adr.org>. However, neither NAF nor AAA may serve as Administrator, without the

consent of all Bound Parties asserting or defending a Claim, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Ban.

5. Unless a Consumer Party has opted out of this Arbitration Provision, upon the election of any Consumer Party or Institutional Party asserting or defending a Claim, such Claim shall be resolved by binding individual (and not class) arbitration. Notice of an election to arbitrate a Claim may be given after a lawsuit begins and may be given in papers filed in the lawsuit. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed.

6. If a Consumer Party cannot obtain a waiver of any fees of the Administrator or arbitrator, the Institutional Parties will consider in good faith any request for them to pay such fees for the Consumer Party. Each Bound Party shall bear the fees and expenses of that Bound Party's attorneys, experts, and witnesses, provided that the Institutional Parties will bear the reasonable fees and expenses incurred by a Consumer Party if the Consumer Party prevails on a Claim the Consumer Party has asserted against the Institutional Parties. Also, the Institutional Parties will pay any arbitration, attorneys' and/or other fees and expenses they are required to pay by applicable law or they are required to pay in order to enforce this Arbitration Provision. If a participatory arbitration hearing is requested, it will take place in Summit or Salt Lake County, Utah or, if the Administrator determines that such location would be unfair to a Consumer Party, at a location reasonably convenient to such Consumer Party and the Institutional Parties.

7. This Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the “FAA”) and not state arbitration laws, provided that Utah law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision. In addition to the Bound Parties' rights under the Administrator's rules to obtain information prior to the hearing, any Bound Party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other Bound Party the opportunity to object.

8. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. However, for Claims involving more than \$50,000, any Bound Party may appeal the

award to a three-arbitrator panel appointed by the Administrator, which will reconsider from the start any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Fees and costs associated with an appeal shall be governed by Section 28.4 above.

9. IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

10. NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION. NO CLAIMS BY OR AGAINST A BOUND PARTY MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON (EXCEPT FOR CLAIMS INVOLVING THE HEIRS AND SUCCESSORS OF SUCH CONSUMER PARTIES). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTI-PARTY ARBITRATION INCONSISTENT WITH THIS SECTION. Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

11. If a determination is made that any part of this Arbitration Provision is unenforceable (other than the Class Action Ban) or that this Arbitration Provision is unenforceable as to any party or parties, this provision shall nonetheless remain enforceable in all other respects and as to all other parties. If the Class Action Ban is held to be unenforceable in connection with any Claim subject to the Class Action Ban, this Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that the Institutional Party seeking to enforce the Class Action Ban shall have the right to appeal at the earliest possible time any holding that the Class Action Ban is unenforceable.

12. Prior to asserting a Claim, the Bound Party with the Claim (the "Claimant") shall give the Bound Party that is the subject of the Claim written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The Claimant's claim notice must include the Claimant's name, address and telephone number. Any claim notice must explain the nature of the Claim and the relief that is demanded. A Consumer Party may only submit a claim notice on his or her own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other Bound Party reasonably requests. If: (i) a Consumer Party submits a claim notice in accordance with this Section on his or her own behalf (and not on behalf of any other party); (ii) the Institutional Party refuses to provide the requested relief; and (iii) an arbitrator subsequently determines that

the Consumer Party was entitled to such relief (or greater relief), the arbitrator shall award the Consumer Party at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which the Consumer Party may be entitled under this Arbitration Provision or applicable law).

13. PRELITIGATION AND PREARBITRATION REQUIREMENTS.

13.1. Notwithstanding any other provision to the contrary in this Declaration the Association shall not file, commence, or maintain any lawsuits, actions, or legal proceedings, including arbitrations, against Declarant, the individual managers, owners, members, officers, agents, and employees of Declarant, Declarant's contractors, subcontractors, suppliers, or any other person or entity involved in the construction of the Units unless and until all of the following requirements have been satisfied:

13.1.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience in litigation practice, with the legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (iii) providing a budget of the estimated amounts of legal fees, costs, expert witness fees, and other expenses likely to be incurred in connection with such action (the Litigation Budget");

13.1.2. A copy of the opinion letter described in subsection 28.13.1.1 above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty percent (60%) of the total votes in the Association; and

13.1.3. The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter.

13.2. The purposes of the requirements in Section 28.13.1 include the following: (i) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (ii) to minimize the risks of being involved in

litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (iii) to avoid becoming involved in litigation without sufficient support from the members of the Association financially and otherwise.

- 13.3. As to any claim involving allegations of defects discovered in the design or construction of the Project, the Building, the Units, the Common Areas and Facilities, and/or the Limited Common Areas and Facilities, the Management Committee shall be notified of the defect, if discovered by an Owner, and the Management Committee, if discovered by an Owner, and the Management Committee shall notify the Architect and the Contractor, Ikon USA, LLC, in writing of the defect, with a copy provided to the Declarant. The Architect shall be notified at Olson Kundig, Inc., c/o Northwest Registered Agent, LLC, 522 West Riverside Avenue, Ste. N, Spokane, WA 99201-0580, or at such other address as the Architect may designate. The Contractor shall be notified at Ikon USA, LLC, c/o RSA Registered Agent Corp., 2500 N. University Ave., Provo, UT 84604, or at such other address as the Contractor may designate. The Owner(s) and the Management Committee shall provide the Architect and the Contractor no less than thirty days to commence actions to investigate, and, if appropriate, cure such defect. The Association, the Management Committee, and all affected Owners shall first consult with construction experts knowledgeable and experienced in the issues concerning the Association, Management Committee, and the Owners prior to initiating any dispute resolution proceedings involving any allegations of deficiencies in the performance of or asserting any claims in connection with the Project against the Architect, the Contractor, and their respective consultants, agents, employees, contractors, and suppliers. Notwithstanding the foregoing, any claim made by the Association must still satisfy the obligations set forth in subsection 28.13.1.
- 13.4. If any claims or actions falling within the scope of this Section 28.13 are filed without satisfying all of the requirements set forth above, such claims/action shall be dismissed and shall not be refiled unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section 28.13, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. For purposes of clarity, this Section 28.13 and the requirements set forth herein shall not apply to any actions or legal proceedings filed by the Association to recover payment of any annual assessments, special assessments, or other amounts required to be paid by the Owners to the Association under this Declaration, nor does this Section 28.13 apply to claims or actions that

individual Owners may file relating solely to their own Units, with the exception of the requirements set forth Section 28.13.3. Individual Owners, however, shall not be allowed to file or pursue any actions or claims belonging to other Owners or to the Association.

29. DRONES.

The operation of a drone in the Project, if allowed by the Association, must comply with all Federal Aviation Administration rules and the Association's rules and regulations. No Owner or any other person may operate, cause, allow or authorize the operation of a drone in the airspace above any portion of the Project in such a way as to invade the privacy of any Owner, guests, residents or vendors, whether equipped with a camera or otherwise. Prior written approval of the Management Committee must be given for the operation of a drone in a manner inconsistent with the Association's rules and regulations. For purposes of this Section 29, a "drone" is defined as an unmanned aircraft and all of the associated support equipment, control station, data links, telemetry, communications and navigation equipment, etc., necessary to operate the unmanned aircraft.

30. AGENT FOR SERVICE OF PROCESS.

The agent for service of process under the Act until the expiration of the Period of Declarant Control under Section 11.3 shall be Lynn Padan whose address is 7695 Village Way, Park City, UT 84060. Thereafter, the agent for service of process shall be the Common Area Manager, or such other persons as the Management Committee may designate.

31. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

32. CONFLICT.

In case of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles or the Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control. The foregoing to the contrary notwithstanding, in the event of any inconsistency between this Declaration or the Articles or the Bylaws, on the one hand, and or any applicable law, including the Act or the Federal Fair Housing Administration Act, on the other, then in all events the applicable law shall control.

33. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

34. LAW CONTROLLING.

This Declaration and the Plat and all issues and disputes arising out of either, shall be construed and controlled by and under the laws of the State of Utah.

35. EFFECTIVE DATE.

This Declaration shall take effect when recorded in the office of the County Recorder for Summit County, State of Utah.

THIS PORTION LEFT BLANK INTENTIONALLY.

**SIGNATURE PAGE FOR
DECLARATION OF CONDOMINIUM FOR SOMMET BLANC**

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day
of _____, 20__.

WHITE SUMMIT DEVELOPMENT A, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

WHITE SUMMIT DEVELOPMENT B, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

WHITE SUMMIT DEVELOPMENT C, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____, the Manager of Aspen Group USA,
LLC, a Utah limited liability company, the Manager of White Summit Development A, LLC,
White Summit Development B, LLC, and White Summit Development C, LLC.

My Commission Expires: _____

NOTARY PUBLIC

Residing at: _____

EXHIBIT A

Schedule of Units, Square Footage, Votes and Undivided Interests in Common Areas

Unit Identifying Number	Approx. Sq. Footage of Unit	No. of Par Value Points Per Unit	No. of Votes Per Unit	Percent of Undivided Interest per Unit¹
A202	2635	2635	27	1.62
A203	2541	2541	26	1.56
A204	3208	3208	33	1.97
A301	2714	2714	28	1.67
A302	2635	2635	27	1.62
A303	2541	2541	26	1.56
A304	3200	3200	32	1.97
A401	2544	2544	26	1.56
A402	2637	2637	27	1.62
A403	2547	2547	26	1.56
A404	3208	3208	33	1.97
A501	2719	2719	28	1.67
A502	2634	2634	27	1.62
A503	3964	3964	40	2.43
A602	5332	5332	54	3.28
B202	2647	2647	27	1.63
B203	2574	2574	26	1.58
B204	2973	2973	30	1.83
B301	2549	2549	26	1.57
B302	2647	2647	27	1.63
B303	2574	2574	26	1.58
B304	3195	3195	32	1.96
B401	2713	2713	28	1.67
B402	2647	2647	27	1.63
B403	2574	2574	26	1.58
B404	3217	3217	33	1.98
B501	2546	2546	2	1.56
B502	2647	2647	27	1.63

B503	2574	2574	26	1.58
B504	3189	3189	32	1.96
B601	2713	2713	28	1.67
B602	2647	2647	27	1.63
B603	2574	2574	26	1.58
B604	3244	3244	33	1.99
B702	4514	4514	46	2.77
B703	4812	4812	49	2.96
C201	4180	4180	42	2.57
C202	3907	3907	40	2.40
C301	4196	4196	42	2.58
C302	4186	4186	42	2.57
C401	4180	4180	42	2.57
C402	4192	4192	42	2.57
C501	4196	4196	42	2.58
C502	4186	4186	42	2.57
C601	4180	4180	42	2.57
C602	4192	4192	42	2.57
C701	4196	4196	42	2.58
C702	4186	4186	42	2.57
C801	5196	5196	52	3.19
CU-1	3432	343	4	0.21
EMP-A	1470	147	2	0.09
EMP-B	1455	146	2	0.09
EMP-C1	413	41	1	0.03
EMP-C2	424	42	1	0.03
EMP-C3	413	41	1	0.03
EMP-C4	415	42	1	0.03
Total	170022	162802	1654	100%

1. May total slightly more or less than 100% due to rounding. Other effects of rounding may also be present in the table.

EXHIBIT B

Schedule Identifying the Specific Storage Areas, Ski Lockers, and Parking Spaces compromising a component of the Limited Common Areas and Facilities that are designated for the exclusive use of the Owners of designated Units.

Unit	Parking	Storage Unit	Ski Locker
A202	53	53	22
A203	57	57	31
A204	60	60	34
A301	7	7	19
A302	52	52	23
A303	56	56	27
A304	59	59	32
A401	6	6	20
A402	51	51	24
A403	55	55	25
A404	58	58	28
A501	49	49	21
A502	50	50	26
A503	54	54	39 & 40
A602	5	5	41 & 42
B202	37	37	33
B203	22	22	54
B204	23	23	3
B301	36	36	11
B302	38	38	2
B303	32	32	53
B304	24	24	50
B401	43	43	10
B402	33	33	4

B403	30	30	52
B404	25	25	49
B501	42	42	9
B502	34	34	6
B503	29	29	51
B504	26	26	48
B601	41	41	43
B602	35	35	29
B603	28	28	17
B604	27	27	30
B702	31	31	44 & 45
B703	21	21	37 & 38
C201	C2	C2	16
C202	C6	C6	18
C301	C7	C7	14
C302	C8	C8	15
C401	C9	C9	12
C402	C10	C10	13
C501	C11	C11	8
C502	C12	C12	7
C601	C17	C17	1
C602	C16	C16	5
C701	C13	C13	46
C702	C15	C15	47
C801	C14	C14	35 & 36
CU-1	-	CU-1	-
EMP-A	62	62	-
EMP-B	61	61	-
EMP-C1	1	-	-

EMP-C2	2	-	-
EMP-C3	8	-	-
EMP-C4	18	-	-

EXHIBIT C

Association Bylaws

BYLAWS

SOMMET BLANC OWNERS ASSOCIATION, INC.

The administration of Sommet Blanc Owners Association, Inc. ("Association") shall be governed by the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated) ("Act"), the Declaration of Condominium for Sommet Blanc recorded in the Office of the Summit County Recorder, State of Utah ("Declaration"), the Articles of Incorporation for Sommet Blanc Owners Association, Inc. ("Articles") and these Bylaws (as the Declaration, Articles and these Bylaws may from time to time be amended). Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration.

1. BYLAWS APPLICATION.

All present and future Owners, Mortgagees, lessees and occupants of Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. MANAGEMENT COMMITTEE.

1. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by the Management Committee consisting of not less than three (3) nor more than five (5) members ("Trustees"). The initial Management Committee shall be appointed by the Declarant.

2. The Declaration establishes a Period of Declarant Control of the Association, during which period the Declarant or persons designated by it have authority to appoint and remove the officers and members of the Management Committee. The Period of Declarant Control shall terminate no later than the earlier of: (i) three (3) years after the first Unit is conveyed to an Owner; or (ii) after Units to which three-fourths 3/4 of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners, whichever last occurs.

3. Within one hundred eighty (180) days following the termination of the Period of Declarant Control, the Owners shall elect a Management Committee of three (3) but not more than five (5) members. The members and officers of

the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 2.

4. At least thirty (30) days prior to each annual meeting of the Association, the Management Committee shall elect from the Owners a nominating committee of not less than three (3) members. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. The nominating committee shall recommend to the Association at least one nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

5. Voting for the Management Committee shall be by secret written ballot. At any meeting of the Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned. The positions on the Management Committee shall be as follows: President, Vice President, and Secretary-Treasurer. The initial members of the Management Committee shall be the following persons and each shall hold the office indicated:

President

Vice President

Secretary-Treasurer

6. Members of the Management Committee shall serve as follows:

6.1. Trustees shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that the Trustees elected at the first annual meeting following the termination of the Period of Declarant Control to the positions of Vice President and Secretary-Treasurer shall serve for initial terms of one (1) year, and the Trustee elected to the office of President shall serve for an initial term of two (2) years. If there are more than three Trustees elected at the first annual meeting following the termination of Declarant control,

one-half of the additional Trustees elected shall serve for one (1) year terms and the other half shall be elected to two (2) year terms. Thereafter, all Trustees elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation, or removal, whichever occurs first.

- 6.2. Any member of the Management Committee who fails to attend three (3) consecutive Management Committee meetings or fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year shall be deemed to have tendered his or her resignation, and upon acceptance by the Management Committee his or her position shall be vacant.

7. Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The Owners, by a two-thirds (2/3) vote, either at a meeting of such Owners, or by written consent, may remove any Trustee with or without cause, other than a member appointed by Declarant during the Period of Declarant Control.

8. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Association may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the votes of the Association entitled to vote for that Trustee.

9. The members of the Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Association; provided, however, that members of the Management Committee shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

10. The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and

the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective then (10) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

11. The meetings of the Management Committee shall be held annually at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

12. Written notice of the time and place of Management Committee meetings shall be mailed or emailed to all Owners not less than ten (10) days prior to the meeting. Owners expressly consent to notice by their email address of record with the Association.

13. Special meetings of the Management Committee may be called by written notice signed by any two (2) members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee. Written notice of any special meeting shall be mailed or e-mailed in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all members of the Management Committee not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

14. Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee not less than thirty (30) days prior to the meeting, provided that this requirement shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

15. The Management Committee members shall act only as a Management Committee, and individual Management Committee members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

16. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members, and an explanation of the action so taken is mailed or e-mailed to all Owners within three (3) days after the written consent of all Management Committee members has been obtained.

17. After the election of the members of the first Management Committee following termination of the Period of Declarant Control, Declarant may execute, acknowledge and record an affidavit stating the names of the members of the newly elected Management Committee. Thereafter, any two (2) persons who are designated of record as being members of the most recent Management Committee, whether or not they shall still be members, may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Management Committee. The most recently recorded evidence or copy of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

18. The fiscal year shall be determined by the Management Committee.

19. When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.

20. An officer, employee, agent or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

21. The Management Committee or the officers appointed thereby may delegate to the Common Area Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

22. The Management Committee or the officers appointed thereby reserve the right to make whatever tax and other elections which they deem necessary, including but not limited to, filing as a tax exempt entity under Section 528 of the Internal Revenue Code.

23. During the Period of Declarant Control, Declarant shall have a right to disapprove any action, policy or program of the Association, the Management Committee and any committee which, in the sole and exclusive judgment of the Declarant, would tend to impair rights of the Declarant or any affiliate of Declarant under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Project, or diminish the level of services being provided by the Association. No such action, policy or program shall become effective or be implemented until and unless:

23.1. The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Management Committee or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

23.2. The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents shall make their concerns, thoughts, and suggestions known to the Management Committee and/or the members of the subject

committee. The Declarant shall have and is hereby granted an exclusive right to disapprove any such action, policy, or program authorized by the Association, the Management Committee or any committee thereof, if the approval of the Management Committee, any committee, or the Association is necessary for such action. This right may be exercised by the Declarant, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Management Committee, any committee, or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3. MEETINGS OF THE ASSOCIATION.

1. The first meeting of the Association shall be held within one year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association held at the Project or at a meeting place reasonably close thereto, at the date and time selected by the Management Committee.

2. Special meetings of the Association may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and may be held at the Project or at a meeting place reasonably close thereto, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, a majority of the Management Committee or by Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association, which shall be delivered not less than fifteen (15) days prior to the date fixed for said meeting, to each Owner in the manner described in Section 3.3 below.

3. Notice of the annual meeting of the Association and of any special meetings of the Association shall be hand delivered, sent by facsimile (fax) or electronic (e-mail) transmission, or sent by first-class or certified mail, no fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting to each Owner of record at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Consent to electronic notice is deemed granted in the event an Owner provides a fax number or e-mail address to the Association. Such notice shall specify the place, date and hour of the meeting and a description of any

matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed pursuant to these Bylaws or applicable law, notice of the adjourned meeting must be given pursuant to the requirements of this Section 3.3 to Owners entitled to vote at the meeting

4. The presence in person or by proxy of Owners holding twenty percent (20%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be ten percent (10%) of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

5. Any or all of the Owners may participate in an annual, regular, or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.

6. In the event of a procedural dispute, Robert's Rules of order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

7. Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

- 7.1. A written ballot is distributed to every Owner entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Owner to return the ballot to the Association.
- 7.2. The number of votes cast by ballot within the specified time under Section 3.7.1 equals or exceeds the quorum required to be present at a meeting authorizing the action.
- 7.3. The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.
- 7.4. The written ballot distributed to Owners affords an opportunity for the Owner to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Owners shall be cast in accordance with the choice specified.

8. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Unit owned by more than one Owner, all of the Owners of such Unit may sign a certificate designating one of the co-Owners as the Owner authorized to cast the votes appurtenant to such Unit. In such event, the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the votes appurtenant to such Unit. In the absence of such a certificate, if only one of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the Owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other officer or person who may be acting as the Secretary at the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

9. Minutes of the annual and special meetings of the Association shall be distributed to each member within a reasonable time after the meeting.

10. The rights and obligations of any Owner shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Unit, and then only to the transferee of ownership of the Unit. A transfer of ownership of a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Unit shall operate to transfer the membership in the Association appurtenant to said Unit to the new Owner thereof. Each transferee shall notify the Association of his, her or its purchase of a Unit. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded; the Management Committee shall thereafter be given written notice of such change and provided satisfactory evidence thereof.

4. OFFICERS.

1. All officers and employees of the Association shall serve at the will of the Management Committee. So long as there are three (3) members of the Management Committee, the officers shall be a President, a Vice Presidents, and a Secretary-Treasurer. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

2. The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign, and the Secretary shall witness, on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

3. The Vice President, if any, shall perform the functions of the President in his or her absence or inability to serve.

4. The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books

and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

5. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

6. Any officer may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

5. COMMON EXPENSES; ASSESSMENTS.

1. All Common Expenses shall be assessed in accordance with the Declaration.

2. No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Unit.

3. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

4. All Common Assessments shall be a separate, distinct and personal liability of the Owners at the time each Common Assessment is made. The Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Common Assessments.

5. Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessments and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments

made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

6. In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days' prior written request therefore, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Common Assessments for Common Expenses with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

7. In all cases where all or part of any Common Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefore under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

8. The Association shall develop a maintenance and repair budget sufficient to provide for the maintenance requirements set forth in the Maintenance Manual provided by the Project's Architect, Olson Kundig, as well as a contingency for repairs and annual inspection of major systems, including, but not limited to, the roof and any curtain wall. The Association shall ensure performance of, at a minimum, all maintenance requirements described in the Maintenance Manual.

9. The Association shall be responsible for proper and timely maintenance of all portions of Project not the direct responsibility of a Unit Owner, including, but not limited to, the Common Areas and Facilities. The Unit Owners shall be responsible for the proper and timely maintenance of all portions of their individual Units. In each case such maintenance shall include, at a minimum, the routine maintenance, maintenance inspections, and any other necessary repairs and maintenance called for as a result of such maintenance inspections as described in the Maintenance Manual from Declarant's Architect. The Management Committee shall adequately fund, on a continuing basis, a maintenance program to satisfy the Association's responsibilities. The Architect, the Contractor, and the Declarant, and their respective officers, directors, and employees, shall not be responsible to the Association nor its Owners for the proper and timely maintenance of the Common Areas and Facilities, the Limited Common Areas and Facilities, or the Units.

6. LITIGATION.

1. If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

2. Except as otherwise provided by the Act, any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

3. As to any claim involving allegations of defects discovered in the design or construction of the Project, the Building, the Units, the Common Areas and Facilities, and/or the Limited Common Areas and Facilities, the Management Committee shall be notified of the defect, if discovered by an Owner, and the Management Committee shall notify the Architect and the Contractor, Ikon USA, LLC, in writing of the defect, with a copy provided to the Declarant. The Architect shall be notified at Olson Kundig, Inc., c/o Northwest Registered Agent, LLC, 522 W. Riverside Ave., Ste. N, Spokane, WA 99201-0580, or at such other address as the Architect may designate. The Contractor shall be notified at Ikon USA, LLC, c/o RSA Registered Agent Corp., 2500 N. University Ave., Provo, UT 84604, or at such other address as the Contractor may designate. The Owner(s) and the Management Committee shall provide the Architect and the Contractor no less than thirty days to commence actions to investigate, and, if appropriate, cure such defect. The Association, the Management Committee, and all affected Owners shall first consult with construction experts knowledgeable and experienced in the issues concerning the Association, Management Committee, and the Owners prior to initiating any dispute resolution proceedings involving any allegations of deficiencies in the performance of or asserting any claims in connection with the Project against the Architect, the Contractor, and their respective consultants, agents, employees, contractors, and suppliers.

7. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS.

1. The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

1.1. To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

1.2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

2. These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, any rules or regulations adopted by the Management Committee, or in any other applicable laws.

8. ACCOUNTING.

1. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

2. A budget for each fiscal year shall be adopted by the Management Committee and distributed to all members of the Association prior to the beginning of the fiscal year to which the budget applies.

3. The Management Committee shall distribute to the Owners an unaudited financial statement, prepared by an independent public accountant approved by the Association, within one hundred twenty (120) days after the close of each fiscal year.

4. The membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Common Area Manager or managing company shall be made available for inspection and copying by any member of the Association or his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of

reproduction, the Common Area Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

- 4.1. Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;
- 4.2. Hours and days of the week when such an inspection may be made; and
- 4.3. Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in such Association.

9. SPECIAL COMMITTEES.

The Management Committee by resolution may designate one or more special committees, each committee to consist of three (3) or more Owners, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. RENTAL OR LEASE OF UNITS BY OWNERS.

1. Any Owner who rents or leases his or her Unit for thirty (30) days or more in duration shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented. The provisions of Section 7 of these Bylaws shall apply with equal force to renters or lessees of Units.

2. Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

3. If an Owner fails to correct violations by tenants within seventy-two (72) hours of such notice, the Management Committee or Common Area Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days of Common Assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

4. The power of the Management Committee or Common Area Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize his or her Unit shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Common Area Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Management Committee or Common Area Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

5. As provided for in Section 21.5 of the Declaration, if an Owner shall at any time lease his or her Unit and shall default in the payment of Common Assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 10 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

11. AMENDMENT OF BYLAWS.

Except as otherwise provided in the Act, the Declaration or these Bylaws, the Bylaws may be amended by the vote of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose, or by written ballot without a meeting. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws and notify the Owners, writing, of such amendment, setting forth the fact of the required affirmative vote of the Owners and the amendment shall be effective upon recording in the Office of the Summit County Recorder. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of any federal, state or local regulatory authority affecting the Project.

12. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. WAIVER.

The failure of the Management Committee to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Management Committee.

14. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

15. EFFECTIVE DATE.

These Bylaws shall take effect as of the date of the Declaration, having been duly adopted by the Management Committee.

16. COUNTERPARTS.

These Bylaws may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. SEAL.

EXHIBIT D
LEGAL DESCRIPTION OF PROJECT

PARCEL 1

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 755.93 feet coincident with the section line and East 295.56 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 the following two (2) courses: 1) North 47°13'14" West 28.46 feet; thence 2) North 61°52'36" West 123.82 feet; thence North 28°07'24" East 181.06 feet; thence North 76°06'49" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" West 215.08 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-A)

PARCEL 2

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southeast quarter of Section 29 and the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 678.23 feet coincident with the section line and East 166.16 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 the following four (4) courses: 1) North 61°52'36" West 187.86 feet; thence 2) North 35°40'02" West 47.30 feet; thence 3) North 34°38'59" East 143.26 feet to a point on a non-tangent curve to the left having a radius of 80.00 feet, of which

the radius point bears North 34°38'59" East; thence 4) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44"; thence South 56°47'17" East 15.47 feet; thence North 76°29'43" East 156.52 feet; thence South 55°54'21" East 32.67 feet; thence South 18°27'26" East 102.77 feet; thence South 76°06'49" West 152.99 feet; thence South 28°07'24" West 181.06 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-B)

PARCEL 3

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 841.63 feet coincident with the section line and East 559.84 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 269.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°54'21" West 32.67 feet; thence South 76°29'43" West 156.52 feet; thence North 56°47'17" West 15.47 feet to a point on the boundary of said Lot 1, said point being on a non-tangent curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence coincident with Lot 1 the following twelve (12) courses: 1) Northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 2) Northeasterly along the arc of said curve 112.21 feet through a central angle of 64°17'22"; thence 3) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 4) along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence 5) South 55°36'18" East 101.33 feet to a point on a non-tangent curve to the left having a radius of 525.00 feet, of which the radius point bears South 82°57'20" East; thence 6) Southerly along the arc of said curve 44.31 feet through a central angle of 04°50'10"; thence 7) South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence 8) along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius

point bears South 20°07'52" East; thence 9) Southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence 10) South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence 11) along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence 12) South 74°05'30" West 140.06 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-C)

PARCEL 4

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 755.93 feet coincident with the section line and East 295.56 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 53°02'26" East 215.08 feet; thence South 33°32'46" East 197.46 feet; thence South 17°31'47" West 52.90 feet to a point on the boundary of said Lot 1; thence coincident with Lot 1 the following two (2) courses: 1) thence South 74°05'30" West 137.08 feet; 2) thence North 47°13'14" West 181.50 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-D)

EASEMENT 1

Parcels 1, 2, 3 and 4 are Subject to and together with a perpetual, non-exclusive easement for a common drive as set forth in that certain Cross-Easement Agreement, recorded February 3, 2021, as Entry No. 1154607, in Book 2638, at Page 153, SUMMIT County Recorder's Office.

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

SOMMET BLANC CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this “Easement”) made effective as of the date of recording with the office of the Summit County Recorder (the “Effective Date”) by and between Alpine Villas, LLC, a Utah limited liability company (“Grantor”), and Summit Land Conservancy, a Utah nonprofit corporation (“Grantee”). (The Grantor and the Grantee are referred to individually as a “Party” and collectively as the “Parties”).

The following Exhibits are attached to and are incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property;
- Exhibit B: Property Map;
- Exhibit C: Permitted and Restricted Uses and Practices;
- Exhibit D: Acknowledgment of Property Condition.

RECITALS

- A. Grantor owns approximately three (3) acres of real property and appurtenances located in Summit County, State of Utah (collectively, the “Property”). The Property is described in Exhibit A and shown on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values (defined below) of all or any portion of the Property. Grantor desires to grant a conservation easement to the Grantee pursuant to the ‘Land Conservation Easement Act’ of Utah’s statutes, Sections 57-18-1 to 57-18-7 (“Conservation Easement Act”), which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah.
- C. The Property is open undeveloped land with a natural surface trail used by the public for outdoor recreation.
- D. The Property has been designated by the Park City Municipal Planning Commission as land to be permanently protected by a conservation easement, as noted in the conditional use permit planning approval for the residential and commercial development of certain lands within the B2 East Subdivision plat, recorded on March 7, 2018 as Instrument #1087538.

E. The conservation values intended to be preserved and protected under this Easement include (i) natural wildlife habitat (ii) outdoor public recreation and (iii) scenic enjoyment. More particularly:

- i. Natural Wildlife Habitat: The Property is comprised of mature aspen and fir forest, with understory vegetation that is primarily snowberry. This forested buffer between Marsac Avenue and the Sommet Blanc development provides a protective corridor and healthy browse for large game like elk, deer, and moose as they migrate to and from higher elevations throughout the year. It also provides habitat for numerous other small mammals (marmots, Uinta ground squirrels, snow hares, etc.), upland game birds like the ruffed grouse and turkeys, and other birds like robins, grosbeaks, thrushes, Clark's nutcrackers, and hummingbirds.
- ii. Public Outdoor Recreation: The Mid-Mountain trail runs through the Property and the Property is adjacent to a public parking lot that is one of the main access points to the Mid-Mountain trail. The Drift trail also runs through the Property. This Agreement is not meant to create any right in the public other than those currently existing in the Mid-Mountain trail and the Drift Trail that currently exist on the Property.
- iii. Scenic Enjoyment: The Property is highly visible to the public and buffers lands recently developed. It is adjacent to Marsac Avenue, the gateway to Guardsman's Pass and the Bonanza Flat Conservation Area, and is located proximate to lands that are permanently protected by a conservation easement and part of the Deer Valley Ski Resort. Protection of the Property will enhance the public enjoyment of adjacent open lands.

F. The aforementioned values are hereafter described as the "Conservation Values" and are further documented in the Baseline Document Report (the "Baseline Report"), a copy of which is on file at the offices of Grantor and Grantee. The Grantor and Grantee have acknowledged and hereby acknowledge said Baseline Report memorializes the condition of the Property as of the effective date of this grant.

G. Grantor warrants and represents that Grantor has the authority to enter into the Easement and that Grantor freely and voluntarily hereby conveys this Easement to the Grantee in perpetuity.

- H. As of the Effective Date, Grantee is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code. The Grantee is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. The Grantee is a “qualified organization” within the provisions of Section 170(h) of the IRS Code and is qualified to acquire and hold conservation easements and is a qualified “Grantee” of a conservation easement under the Conservation Easement Act.
- I. To accomplish the Conservation Purposes (defined below), Grantor desires to convey to the Grantee and the Grantee desires to accept from the Grantor a conservation easement that restricts the uses of the Property as provided herein and that grants certain rights to the Grantee in order to preserve, protect, identify, monitor, enhance, and restore the Conservation Values in perpetuity.
- J. The Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect the Conservation Values of the Property in perpetuity for the public benefit. The Grantee acknowledges that no goods or services or other consideration of any kind whatsoever were received by the Grantee in consideration of or exchange for this grant.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to Utah state law including without limitation the Conservation Easement Act, Grantor voluntarily and without consideration of any kind hereby grants and conveys to the Grantee, and the Grantee hereby accepts from Grantor, a perpetual conservation easement in, on, over, and across that portion of the Property set forth and described herein, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Grantee certain rights in the Property; and Grantor and the Grantee agree as follows:

1. CONSERVATION PURPOSES. The purposes of this Easement are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to assure the preservation and restoration of the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the conservation values that include natural wildlife habitat, public outdoor recreation as to the Mid-Mountain trail and Drift trail only, and scenic enjoyment. In achieving the above-named purposes (collectively the “Conservation Purposes”), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Conservation Values protected herein, and consistent with the terms, conditions and restrictions stated in this Easement.

2. **BASELINE REPORT.** By its execution of this Easement, the Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and manmade features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Report has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Baseline Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Conservation Values, the Baseline Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. The Grantee may use the Baseline Report in enforcing provisions of this Conservation Easement, but is not limited to use of the Baseline Report to show change of conditions. The Baseline Report is incorporated into this Conservation Easement by reference. Grantor and the Grantee approve the Baseline Report, a copy of which is on file with the Grantor and the original of which is on file with the Grantee at their respective addresses for notices set forth below.
3. **THE GRANTEE'S RIGHTS.** In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Grantee by this Easement include the following:
 - A. **Preserve and Protect.** The right to preserve, protect, identify, monitor, and enhance the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to restore such areas or features of the Property that are damaged by any inconsistent activity or use.
 - B. **Entry and Access Rights.** The Grantee is, by this Easement, granted rights of access by public ways or otherwise including, but not limited to, any access easements appurtenant to the Property or held by Grantor, to enter upon the Property at any time in order to: monitor compliance with and otherwise enforce the terms of this Easement; to study and document ecosystems and other features of the Property; to take ground and aerial photographs of the property; and to determine whether the Grantor's activities are in compliance with the terms of this Easement; all in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement.
 - C. **Enforcement.** The Grantee has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent, in any material respect, with the preservation of the Conservation Values.
4. **USES OF THE PROPERTY.** Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is reasonably

consistent with the Conservation Purposes and the perpetual preservation of the Conservation Values. Grantor will not perform, nor authorize others to perform, any act on or affecting the Property that is materially inconsistent with the Conservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent, in any material respect, with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, Exhibit C also describes uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

- A. The Grantee's Approval. Grantor will not undertake or authorize any activity requiring prior approval by the Grantee, as set forth in Exhibit C, without first having notified and received approval from the Grantee as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Grantee, Grantor will send the Grantee written notice of Grantor's intention to undertake such activity. The notice will inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Grantee's judgment additional information is required to adequately review the proposal, the Grantee will send written notice requesting such additional information within 15 days of receipt of Grantor's notice.
- B. The Grantee's Decision. No later than 45 days from the Grantee's receipt of information adequate to review the proposal, the Grantee will notify Grantor of its disapproval or approval of Grantor's proposal, or the Grantee may approve Grantor's proposal with specified modifications. The Grantee's decision must be based upon the Grantee's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature. Grantee shall provide a response within forty-five (45) day, which, in the event of a denial, shall include the substantive basis for the denial and feedback concerning Grantor's request.

6. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the Grantee becomes aware that a violation of the terms of this Easement caused by Grantor has occurred or is threatened to occur, the Grantee will give written notice to Grantor of such

violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Grantor fails to cure such violation within sixty (60) days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60)-day period, or if Grantor fails to begin curing such violation within the sixty (60)-day period or if Grantor fails to continue diligently to cure such violation until finally cured, the Grantee will have all remedies available at law or equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all other available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Grantee's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that the Grantee is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the Conservation Easement Act are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

- i. Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its authorization including but not limited to Grantor's agents and employees ("Grantor Parties"), and the Grantee has the right to enforce this Easement against Grantor for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions of Grantor. Except for Grantor Parties, Grantor is not liable for any acts, actions, or omission of any other person and the Grantee does not have a right to enforce this Easement or make any claim arising under this Easement with respect to Grantor for the acts or commission of any other person.
 - ii. The Grantee has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement.
- B. Costs of Enforcement. If Grantee is the prevailing party in any action against Grantor, or against Grantor Parties, Grantor shall reimburse Grantee for any

reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payment ordered by such Court or arbitrator. In addition, any reasonable costs of restoration will be borne by the Grantor if Grantor is deemed to be solely responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including without limitation attorneys fees, shall be borne by Grantee.

- C. Emergency Enforcement. If the Grantee, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate and material damage to the Conservation Values as they relate to the Property or to prevent significant and material breach of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire.
- D. Forbearance Not a Waiver. Any forbearance by Grantee to exercise its right under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.
- F. Acts Beyond the Grantor's Control. Notwithstanding anything here to contrary, nothing contained in this Easement will be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond Grantor's control, including without limitation fire, flood, storm, earth movement, landslides, acts of God and/or any other natural disasters; from any action that Grantor reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property; or from any action or omission on the part of a third party who is not acting on behalf of the Grantor, at Grantor's direction, or with Grantor's authorization.

7. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.
 - B. State of Title. Grantor represents and warrants that Grantor has good and marketable title to the Property, subject only to any liens, encumbrances and defects described in the title commitment obtained by the Grantee prior to execution of this Easement. To the best of Grantor's knowledge, there are no existing easements, leases or other agreements with Grantor and third-parties that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.
 - C. Compliance with Laws. Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property which would materially affect this Easement.
 - D. No Litigation. Grantor represents and warrants that to its knowledge there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality, which would materially affect this Easement.
 - E. Disclosure of Easement Information. The Grantee has informed Grantor of the types and legal effects of conservation easements and has advised Grantor to obtain independent legal advice as required by section 57-18-4 of the Conservation Easement Act.
 - F. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Grantee represent and warrant that the execution of this Easement has been duly authorized by the Grantee. The person or persons executing this Easement on behalf of Grantor represent and warrant that the execution of this Easement has been duly authorized by Grantor.
8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Grantor will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Grantee will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor will be solely

responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Grantor on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Easement will be joint and several.

9. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Grantor or the Grantee also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.
10. SUBSEQUENT TRANSFERS AND SUBORDINATION. Grantor agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Grantor further agrees to notify the Grantee of any pending transfer at least forty-five (45) days in advance of the transfer. The failure of the Grantor to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Grantor, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. Upon conveyance of the Property to any third party, Grantor will have no further obligations or responsibilities of any kind under this Easement except for matters and occurrences, if any, that arise or arose out of acts or conditions prior to the date of conveyance.
11. INDEMNIFICATION.
 - A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, each Party hereby indemnifies, defends, and holds harmless the other, including, without limitation, the other Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.
 - B. Grantor Indemnification. Grantor hereby indemnifies, defends, and holds harmless the Grantee and its Indemnified Parties for any real property taxes,

insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Grantor's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property except to the extent of the negligence or intentional torts of the Indemnified Parties.

- C. Limitations on Indemnifications. Pursuant to the provisions of this subparagraph, the Grantee is not indemnifying the Grantor against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Grantee's administration or enforcement of this Easement or with respect to the condition of the Property, except caused by the gross negligence or willful misconduct of the Grantee. Similarly, Grantor is not indemnifying the Grantee against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Grantee's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Grantee of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property or causing injury or damage to person or property on the Property.

12. CHANGE OF CONDITIONS. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Grantor and the Grantee that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. EXTINGUISHMENT. If subsequent, unexpected circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In the event that proceeds will be paid as a result of the extinguishment, the amount of the proceeds to which the Grantee will 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, will be determined, unless otherwise provided by law at the time, in accordance with paragraph 15 “DISTRIBUTION OF PROCEEDS”, below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority, Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, Proceeds shall be distributed in accordance with Paragraph 15 “DISTRIBUTION OF PROCEEDS”, below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.
15. DISTRIBUTION OF PROCEEDS. Grantor and Grantee hereby confirm that the donation of this Easement gives rise to a property right immediately vested in Grantee. Condemnation, termination or extinguishment proceeds will be utilized by the Grantee to advance conservation purposes and acquire a fee-simple, conservation easement or a similar property interest in open space lands. All expenses incurred by Grantor and Grantee in such action will be paid out of the recovered proceeds.
16. AMENDMENT. Grantor and Grantee recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Easement. To this end, subject to more restrictive laws and regulations, if any, Grantee and Grantor have the right to agree to amendment to this Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Grantee, such amendment has a neutral or positive effect on the Conservation Values and does not (a) affect the perpetual nature of this Easement or result in the partial or complete termination of this Easement; or (b) adversely affect the status of the Grantee as a qualified Grantee under any applicable laws and regulations, including the IRS Code, IRS Regulations or Utah Conservation Easement Act; or (c) constitute private inurement or give rise to an impermissible private benefit to any person or entity under Section 501(c) (3) and other applicable provisions of the IRS Code or law of the state of Utah. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

17. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

18. NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Grantee: Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Executive Director

To Grantor: Alpine Villas, LLC
PO Box 980022
Park City, Utah 84060

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

- B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.
- C. Captions. The section captions in this Easement have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.
- D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Grantee: (a) the obligations or liabilities of an “Grantor” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Grantee takes legal title to Grantor’s interest in the Property, the Grantee must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 170(h)(3) of the IRS Code which organization has among its purposes the conservation and preservation of land and water areas.
- F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto
20. Definitions. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.

The All references to the “IRS Code” means the Internal Revenue Code in Title 26 of the United States Code.

All references to the “IRS Regulations” means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, §1.170A-14 as amended.

The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

The terms “Grantor” and the “Grantee”, and any pronouns used in place thereof, mean and include, respectively, Grantor and Grantor’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Grantee and its successors and assigns.

The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

21. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment or condemnation that complies with this Easement, this Easement may be transferred by Grantee, only if (i) as a condition of the transfer, Grantee requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 501(c)(3) and/or 170(h) of the IRS Code and section 57-18-3 of the Conservation Easement Act as an eligible donee to receive this Easement directly (hereafter described as “Eligible Donee”; and (iii) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce this Easement. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended transfer of this Easement and if Grantor requests that the Easement be transferred to a specific Eligible Donee, the parties shall make reasonable efforts to transfer the Easement to said Eligible

Donee. Any subsequent transfer of this Easement by any successor in interest to the Grantee in whole or in part shall also be subject to the provisions of this Paragraph. Any attempted transfer by Grantee of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

22. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.
23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.
24. RECORDING EFFECTIVE DATE. This Easement shall be effective (the "Effective Date") on the day and date it is delivered for recording with the office of the Summit County Recorder, with a date-stamped copy retained as proof of timely delivery. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Grantor agrees to execute any such instruments upon reasonable request. This Easement shall be recorded concurrently with a plat, of which the Property shall be included within a larger development.
25. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto and the Baseline Report, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE CONSERVATION EASEMENT

GRANTOR AND THE GRANTEE have executed this Conservation Easement as of the Effective Date.

GRANTOR:

Grantor Name and entity type (a Utah limited liability company/ a Irrevocable Trust/ etc

GRANTEE:

Summit Land Conservancy, a Utah nonprofit corporation

By: _____
Name, Manager

By: _____
Cheryl Fox, Executive Director

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Cheryl Fox, the Executive Director of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
_____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°30'49" East 821.21 feet coincident with the section line and East 631.64 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the south boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 46°38'08" West 194.86 feet; thence North 16°57'40" West 322.47 feet; thence North 59°02'15" West 147.44 feet to a point on the westerly boundary of said Lot 1; thence coincident with the westerly, northerly and easterly boundaries of Lot 1 the following ten (10) courses: 1) North 16°47'11" East 44.27 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 2) along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence 3) South 55°36'18" East 101.33 feet to a point on a non tangent curve to the left having a radius of 525.00 feet, of which the radius point bears South 82°57'20" East; thence 4) southerly along the arc of said curve 44.31 feet through a central angle of 04°50'10"; thence 5) South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence 6) along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence 7) southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence 8) South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence 9) along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence 10) South 74°05'30" West 65.58 feet to the point of beginning.

Description contains 3.06 acres.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the west quarter corner and the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

**EXHIBIT B
TO
CONSERVATION EASEMENT**

PROPERTY MAP

**EXHIBIT C
TO
CONSERVATION EASEMENT**

The Property shall not be used for residential or commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement.

1. VEGETATION MANAGEMENT. The Property shall be managed as land with native vegetation where habitat for wildlife is maintained. The removal, cutting or destruction of native vegetation is prohibited, except as reasonably incident to permitted activities or as otherwise permitted by this Exhibit C, to improve forest health (particularly compromised aspen trees) for disease or insect control, to mitigate the risk of wildfire, or to prevent property damage or personal injury. The new introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement.

2. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or terrestrial are permitted, provided such activities are consistent with the Conservation Values and purpose of the Easement.

3. RECREATIONAL USES: The property may be used for non-motorized, recreational activities including, but not limited to hiking, trail running, mountain biking, sledding, cross country skiing, snowshoeing and picnics.

4. CAMPING. Owner may post signs to prohibit camping, squatting, and/or over-night occupation of the Property.

5. FENCES. Grantor may construct fences to maintain the privacy of adjacent residential lands, or for the protection of wildlife resources. Fences shall be of a design, construction material and color to minimize visual impact to the scenic enjoyment of the Property and impacts to wildlife.

6. TRAILS. The Mid-Mountain trail shall be maintained in its new alignment in the approximate location shown on the Trail Map attached as Exhibit B-1, with the exact trail alignment to be determined upon trail construction. The Drift trail shall also be maintained in the approximate location shown and will serve as a temporary alignment for the Mid-Mountain trail. Upon completion of construction of a new segment of the Mid-Mountain trail east of the trailhead parking lot, the segment of Drift situated south of Mid-Mountain trail shall remain in service while the segment north of the new Mid-Mountain trail alignment shall be closed for use and allowed to re-vegetate. The Mid-Mountain and Drift trails shall be made of natural surface materials, unpaved and

designed and maintained for human-powered public recreation such as hiking and mountain biking. The Mid-Mountain and Drift trails shall remain open and available for use by the public, subject to trail-use rules and regulations determined by Park City Municipal Corporation or its successor or assign. The Mid-Mountain trail may be re-aligned and improved from time-to-time and shall remain open and accessible to the public.

7. ADA ACCESS. Notwithstanding anything to the contrary, the terms of this Easement shall not prevent the Grantor from allowing the use of electric wheelchairs on the Property, or other power-driven mobility devices pursuant to Grantor's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

8. UTILITIES. With the exception of those easements granted in, created by, or anticipated by the plat for the larger development of which the Property is included, the granting of new utility corridors and/or easements to allow for the installation of new utilities to serve land other than the Property is prohibited. Notwithstanding, Grantor may allow for the grant of utility easements for the construction of and access to underground utilities to serve buildings and facilities within the B2 East Subdivision including but not limited to water and gas, proximate to the existing sewer line of record and as further described in the Baseline Report. Additionally, Grantee acknowledges that the plat to be recorded concurrently herewith includes certain sewer and gas line easements across the Property which shall service nearby properties, including certain property outside of the B2 East Subdivision. Among other things, these easements shall include rights related to access, installation, construction, and maintenance of the related utilities.

9. NEW ROADS. The construction of new roads is prohibited except as provided below. The existing unimproved road (Drift trail) to serve underground utilities as described in [2018 PLAT recorded documents (#1087538)] may be used and maintained for the maintenance and repair of utilities that serve adjacent buildings and amenities within the B2 East Subdivision as further described in the Baseline Report, as well as nonmotorized public outdoor recreation. A short connection may be built between the Drift trail and Twisted Branch Road above to provide access for utility companies and other beneficiaries of easements of record. See attached Exhibit ____.

10. CRANE OVERFLIGHT. During the process of construction of buildings and amenities within the B2 East Subdivision, and for a reasonable period of time following completion of construction, Grantor retains crane overflight rights over the Property for the purposes of transporting materials and equipment and for any other matter the Grantor deems necessary for completion of the construction in the B2 East Subdivision.

11. RESIDENTIAL AND INDUSTRIAL USES. The Property shall not be used for residential or industrial purposes and shall not be improved for vehicle access to adjacent lands.

12. SNOW STORAGE. Consistent with the snow storage easement identified on the plat to be recorded concurrently herewith, the Property may be used for the storage of snow plowed from the adjacent trailhead parking lot for the Mid-Mountain trail located on Marsac Avenue, east of the Property. The Parties acknowledge that the use of the Property for snow storage will cause some damage to undergrowth and plants on the Property. Snow storage areas shall be in the areas designated on the plat.

13. CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state, and local laws and regulations, Grantor has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests, and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest, and mosquito abatement objectives. The use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

14. PROBLEM OR DISEASED ANIMALS. Grantor may use legal methods to control diseased, invasive, and/or problem animals as permitted by state and federal laws.

15. ALTERATION OF WATERCOURSES AND TOPOGRAPHY. Grantor may not make any change, disturbance, alteration or excavation to the topography of the ground on the Property except as otherwise permitted by this Easement. Notwithstanding the foregoing, nothing herein shall bar the Grantor from performing those actions inherent to utility installation, maintenance, and access as provided and permitted herein.

16. SIGNS AND BILLBOARDS. Billboards and signs to advertise goods or services unrelated to permitted uses of the Property are prohibited. Grantee may install reasonable, unobtrusive signs to indicate that the Property is protected by a conservation easement. Trail signs are permitted.

17. FIRE SUPPRESSION. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property or to protect adjacent lands from wildfires. Permitted potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including slash, stack and burn; or controlled burns.

18. MOTORIZED VEHICLE USE. Motorized vehicle use for recreational purposes on the Property is prohibited, including, but not limited to the use of all-terrain vehicles (ATVs), snowmobiles, and motorcycles. Vehicle use in the provision of

emergency services is permitted. Vehicle use for the construction purposes expressly permitted herein is also allowed. Owner may permit the use of motorized vehicles for property improvements, maintenance or management consistent with the Conservation Purposes including, but not limited to, trail maintenance, fence construction, and fire suppression. Park City Municipal Corporation or a government organization with jurisdiction for the recreational management of the Property may prohibit, restrict or regulate the use of electric-powered recreational devices such as E-bikes, segways and drones.

19. SUBDIVISION. The Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. Subdivision, partition or creation of other parcels or lots whether by lot division, condominium, time share or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Property is prohibited. The Property may be common area within a condominium project encompassing additional land within the B2 East Subdivision. Grantee agrees that it shall not object to or otherwise interfere with the creation, modification, or amendment of a subdivision and/or condominium project within the B2 East Subdivision, including the Property, so long as this Easement, and the Conservation Values and Conservation Purposes, are preserved therein.

20. DEVELOPMENT RIGHTS. Except as provided herein, all Development Rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise for the purpose of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density or transfer for development rights. Notwithstanding the foregoing, nothing contained herein shall bar the Grantor from transferring the Development Rights from the Property to other property located within the B2 East Subdivision, either before or after the grant of this Easement.

21. MINING AND NATURAL RESOURCE DEVELOPMENT. Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Grantor will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Grantor will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property. Notwithstanding the foregoing, Grantor makes no representation that it owns any mineral rights in relation to the Property, and the Parties acknowledge that this limitation is not effective as to any third party with preexisting mineral, oil, gas, or hydrocarbon rights of record.

22. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials or Hazardous Materials is prohibited on the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” or “potentially responsible party” under CERCLA or other similar state or federal statutes.

23. DUMPING AND WASTE. No dumping, burying, storing, applying or releasing of waste, sewage, garbage, vehicles or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal, and except for disposal of excess fill resulting from the construction of improvements on the Property as permitted by this Easement.

24. INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited unless permitted herein.

**EXHIBIT D
TO
CONSERVATION EASEMENT**

ACKNOWLEDGMENT OF PROPERTY CONDITION

The undersigned accepts and acknowledges that the Sommet Blanc Conservation Easement Baseline Report is an accurate representation of the property at the time the Conservation Easement was transferred to the Grantee.

Alpine Villas LLC:

_____, Grantor Date _____

Summit Land Conservancy:

Cheryl Fox, Executive Director Date _____

EMPIRE PASS
DESIGN REVIEW BOARD

June 22, 2022

Sommet Blanc Development, LLC
Mr. Lynn Padan
PO Box 980022
Park City, UT 4098

RE: Sommet Blanc, 9300 Marsac Ave
Empire Pass Development
DRB Final Approval

Dear Mr. Padan,

Thank you for your re-submittal of Preliminary plans regarding Sommet Blanc, 9300 Marsac Ave to the Empire Pass Design Review Board (the DRB). On June 21, 2022 the DRB reviewed Final plans dated May 23, 2022 and granted Final approval with the following conditions.

1. Final Review is based off plans dated May 23, 2022.
2. The DRB conditioned that only one recessed can per deck be allowed.
3. The DRB reviewed soil nail wall around Building C. The wall will be rock faced with stone from Brown's Canyon.
4. All retaining walls will also be rock faced with the same Brown's Canyon rock.
5. The DRB granted a variance for the roof length over the Lobby green roof that is 84' in length.
6. The DRB reviewed and approved the proposed exterior materials.
7. Exterior lighting cut sheets and the electrical plan were approved.
8. The DRB approved the proposed fencing/railing for the pool.
9. Garbage enclosures are board form concrete with solid panel, which match garage doors.
10. The DRB reviewed the proposed chimney caps. The majority of chimneys are black powder coated steel pipe with powder coated steel cap. The DRB asked the applicant to make sure the steel pipe size is much thicker than proposed. The Porte Cochere is a concrete chimney with a steel mesh cover.
11. The DRB approved the landscape plan.
12. Applicant understands the requirement to provide an on-site mock-up of exterior materials, colors and construction techniques for further DRB review and approval prior to installation of the same.
13. Applicant has provided utility routes, connection points, and enclosure details.
14. Applicant to provide details of any future entry monument or art work to the DRB for review and approval prior to installation.
15. Applicant to ensure there are no exposed roof penetrations and that all mechanical venting will be grouped through the chimneys.

EMPIRE PASS
DESIGN REVIEW BOARD

16. Resolve all drainage issues, verify utility stub locations with engineer of record prior to start of construction.
17. Applicant understands that no faux or manufactured materials may be used as finished exterior product, faux stone, bare concrete, vinyl siding, etc.
18. Applicant understands that the home is subject to City approvals beyond any approval of the DRB.
19. Applicant to submit 2 separate Improvement Location Certificates (ILC) prepared by a licensed surveyor to confirm the height and location of the foundation and that the ridge heights are consistent with the DRB approval.
20. In order to maintain the integrity of the Guidelines and encourage the continuity of a cohesive design aesthetic at Empire Pass, this Final approval will expire one year from the date of ARC approval if no construction activity has occurred or progressed. Applicant will be required to return to the ARC for a renewed approval of Final plans.
21. Applicant to provide an electronic stamped PCMC set prior to scheduling a pre-construction meeting.
22. Upon DRB approval of the stamped PCMC set submittal and prior to start of construction activity, the applicant shall submit a compliance deposit for each building and schedule a pre-construction conference as outlined in Section 6.0 of the Guidelines.
23. Applicant understands after final DRB plan review that any exterior changes to the final approved plans require DRB approval. If deviations to approved plans are built, please be advised the DRB may request any changes be re-done to reflect the approved plans at the cost of the owner.
24. Applicant understands that once construction commences, the DRB expects construction progress to remain steady and contractor must notify the DRB of any stops in construction and timeframe for when construction will resume. Failure to keep a steady building momentum may result in fines against the compliance deposit.

Again, we thank you for your Final Design submittal and look forward to working with you and your team. Feel free to contact our office at 435-333-3700 with any questions for further assistance regarding the Design Review process.

Respectfully,

Trish Waterman

Trish Waterman, Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

PARKING USE AGREEMENT

This PARKING USE AGREEMENT (the “**Agreement**”) is made and entered into as of September 9, 2019 (the “**Effective Date**”), by and between **REDUS PARK CITY, LLC**, a Delaware limited liability company (“**Redus**” or “**Developer**”) and **DEER VALLEY RESORT COMPANY, LLC**, a Utah limited liability company (“**Deer Valley**”). Developer and Deer Valley are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Redus owns certain real property in Summit County, Utah, more particularly described as Lot 1 in the B2 Empire Pass plat of record in the office of the Summit County Recorder (the “**Property**”).

B. Deer Valley owns and operates a ski resort located adjacent to and in the vicinity of the Property (the “**Resort**”).

C. On March 2, 2007, the Park City City Council approved the Flagstaff Amended and Restated Development Agreement among Deer Valley, Park City Municipal Corporation (“**Park City**”) and United Park City Mines Company (the “**Amended DA**”). Section 2.5 of the Amended DA states that *“Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces.”* As of the date of this Agreement, the Amended DA has not been amended.

D. The Park City Planning Commission, in its Notice of Planning Commission Action addressed to The DV Luxury Resort LLC and dated March 15, 2007, confirmed the action taken on March 14, 2007 with respect to the Empire Pass B-2 Master Planned Development and stated the following, in part, with respect to parking on a portion of POD B-2, *“Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge.”*

E. Developer intends the Property to be developed as a ski in, ski out project for all residential units with other mixed uses (the “**Project**”), and to include, in addition to the Project’s larger parking facilities, certain additional parking facilities on the Property for the exclusive use and benefit of Deer Valley on the terms set forth in this Agreement (the “**DV Parking Facilities**”).

F. The Parties now desire to enter into this Agreement to, among other things, set forth the Parties’ obligations with respect to construction of the DV Parking Facilities, costs, responsibility for payment, size, and other development and operational aspects of the DV Parking Facilities.

AGREEMENT

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

1. **Recitals.** The Parties hereby affirm the accuracy of the Recitals.
2. **Condition Precedent.** The obligations of the Parties under this Agreement are expressly conditioned upon Redus transferring the Property to a third party buyer (which buyer will become a successor under this Agreement upon transfer) by no later than November 1, 2019. If for whatever reason the closing of a sale of the Property does not occur by the close of business on November 1, 2019, this Agreement shall terminate and be of no further force or effect.
3. **DV Parking Facilities.** Subject to Deer Valley's timely compliance with the letter of credit requirements set forth in Subsection 4(b) below, Developer shall construct the DV Parking Facilities for the exclusive use by Deer Valley in accordance with this Agreement. The DV Parking Facilities shall include at least 60 parking stalls in the location and configuration depicted on the attached Exhibit A, may include tandem spaces, and must be located within one of the condominium buildings within the Project. The DV Parking Facilities may only be used by guests of Deer Valley's Empire Day Lodge and Deer Valley employees. The final location of the DV Parking Facilities will be determined during the engineering and entitlement process and depicted and described on plats and site plans for the Project, which shall be substantially the same as the plan on attached Exhibit A unless otherwise approved in writing by Deer Valley. The recorded condominium plat for the Project will include a note describing Deer Valley's exclusive use rights in the DV Parking Facilities, and designate the location of access to and from the DV Parking Facility and the adjoining public street.
4. **Construction Cost and Timing.** Deer Valley shall pay Developer for the approved DV Parking Facilities in accordance with the processes and costs set forth below:
 - a. Developer shall alone be responsible for the timing of any and all construction on the Project, including the construction of the DV Parking Facilities. Deer Valley's obligation is to pay the sum of \$1,200,000 (as may be adjusted by the CPI in accordance with this subsection, the "**DV Parking Payment**") to Developer as full and complete payment of Deer Valley's share of the costs of the DV Parking Facilities, which payment shall be due within seven (7) business days of: (i) the issuance by Park City Municipal Corporation, and delivery to Deer Valley, of a certificate of occupancy for the DV Parking Facilities; (ii) the delivery to Deer Valley of a fully executed and acknowledged Commercial Restrictive Covenant and Parking Easement confirming details regarding the use, maintenance and sharing of costs for the DV Parking Facilities (the "**Parking Easement**"), which Parking Easement is to be negotiated between the Parties prior to Developer obtaining a building permit for any component of the Project; and (iii) a recordable agreement, in a form reasonably acceptable to Deer Valley, from any lender holding a deed of trust or other security instrument encumbering

the Property, subordinating the lien of such security instrument to the Parking Easement. The amount of the DV Parking Payment shall be \$1,200,000 so long as the commencement of construction of any parking facility for the Project (which may include the DV Parking Facilities) occurs within three (3) years following the Effective Date. If construction of any parking facility for the Project (which may include the DV Parking Facilities) does not commence within three (3) years from the Effective Date, the \$1,200,000 amount of the DV Parking Payment shall be adjusted thereafter by the change in the CPI, with the base date for the CPI being the date that is the third anniversary of the Effective Date and the comparison date for calculating the adjustment being the CPI on the date that such construction begins. However, if construction of any parking facility for the Project (which may include the DV Parking Facilities) begins any time after the fifth anniversary of the Effective Date, the DV Parking Payment shall be fixed at the amount determined by the CPI as of the fifth anniversary of the Effective Date. For purpose of this provision, “CPI” means the Construction Price Index published by the United States Census Bureau or other official index published by a successor or similar government agency as mutually agreed to by the Parties.

- b. Within 21 days of Developer obtaining a building permit for construction of the building that will include the DV Parking Facilities, Deer Valley shall obtain from an issuer, reasonably acceptable to Developer and meeting the requirements of this section, a standby letter of credit for the benefit of Developer in the stated amount of the DV Parking Payment (the initial letter of credit together with any replacement letter of credit hereunder shall be referred to as the “**DV LOC**”). The DV LOC shall be in a form reasonable acceptable to Developer and shall:
 - i. Be issued to support Deer Valley’s obligation to timely pay the DV Parking Payment to Developer.
 - ii. Have an expiration date of not later than one year from its date of issuance so long as it is automatically renewable for successive one-year periods; provided, however, such letter of credit must provide that the issuer will give Developer notice of each scheduled expiration of the DV LOC at least sixty (60) days prior to each such scheduled expiration.
 - iii. Include provisions stating that if the DV LOC does not automatically renew, or if issuer intends to terminate the DV LOC for any reason, each prior to the payment of the DV Parking Payment to Developer, then issuer will give Developer and Deer Valley notice of the anticipated termination at least thirty (30) days’ prior to such anticipated termination, and if Deer Valley fails to provide Developer, at least ten (10) days prior to such termination, with a replacement letter of credit complying with the requirements of this Agreement or other security in the place of the DV LOC, in a form acceptable to Developer in its commercially reasonable judgement (“**Alternate Security**”), Developer may immediately draw on the DV LOC for the full amount of the DV Parking Payment.

- iv. Provide that it may be drawn, in whole or in part, immediately by Developer by presentation to the issuer of Developer's sight draft, certifying that Deer Valley has failed to pay the full DV Parking Payment within not less than fourteen (14) days following Developer's written notice of delinquency to Deer Valley. No other requirements may be imposed as a condition to Developer's right to draw on the DV LOC.
- c. Upon satisfaction of all of Deer Valley's payment obligations hereunder, or any mutually agreed termination of DV LOC prior thereto, such DV LOC shall be marked cancelled and shall be returned to issuer.
- d. Should Deer Valley fail to timely provide the DV LOC or Alternate Security, as provided herein, and fails to cure such failure within fourteen (14) days following written notice to Deer Valley, Developer shall have the right to terminate this Agreement.
- e. Upon the completion of construction of the DV Parking Facility, payment of the DV Parking Payment and recordation of the Parking Easement and subordination as provided herein, Deer Valley shall assume responsibility for the use and operation of the DV Parking Facility ("**Turnover**") and shall be authorized to use the same in accordance with the terms and conditions described in this Agreement and the Parking Easement

5. **Proportional Annual Maintenance Cost.** Subsequent to Turnover, Deer Valley shall pay annually to an association established by Developer, and responsible for managing parking and other areas within the Project, Deer Valley's proportionate share (as determined on a per parking stall basis) of the actual costs incurred by such association to inspect, maintain, clean, and repair the Project's parking facilities, in accordance with the Parking Easement. Deer Valley shall have right to audit the books and records of Developer and its successors relating to the operations of the Project's parking facilities as further described in the Parking Easement.

6. **Use.** Deer Valley shall not use or allow others to use the DV Parking Facilities in a way that burdens the improvements to the Project's larger parking facilities or the access routes to and from the adjoining public streets. The DV Parking Facilities shall not be used for heavy equipment or heavy truck uses. DV Parking Facilities shall be used by guests of the adjacent Empire Canyon Lodge and employees, materials and service providers of Deer Valley. DV Parking Facilities shall not be used for day skier parking. Deer Valley may utilize a valet service for guests using the DV Parking Facilities. Deer Valley shall have the right to store Deer Valley equipment in the DV Parking Facilities. Other terms and provisions of Deer Valley's use are set forth in the Parking Easement.

7. **Temporary Parking Use.** Commencing on the date of this Agreement and continuing through issuance of a certificate of occupancy for the DV Parking Facilities, Deer Valley shall have the non-exclusive use from 5:00 p.m. to midnight each day when the Empire Canyon Lodge is open to the public of at least 50 temporary parking stalls, to be parked by valets, on a portion of the Property to be designated by Developer from time to time.

8. **Indemnification.** Deer Valley shall defend, indemnify, and hold Developer harmless, from any and all claims, demands, suits, liabilities and causes of action, of any nature or description, arising from or related to the use or occupancy of the DV Parking Facilities by Deer Valley and its agents, employees, guests, patrons, licensees, and invitees, provided, however, that Deer Valley shall not be required to indemnify Developer from claims, demands, suits, liability and causes of action arising from Developer's gross negligence or willful acts.

9. **Insurance.** Commencing on Deer Valley's first use of the DV Parking Facilities and during the term of this Agreement, Deer Valley and Developer shall obtain and maintain commercial general liability insurance insuring the Parties against claims for personal injury, bodily injury or death, and property damage or destruction. The limits of liability of the insurance policy required under the preceding sentence shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person and \$2,000,000 for personal injury or bodily injury or death in the aggregate. The insurance policy required under this Section 9 shall be written with an insurer licensed to do business in the State of Utah and shall name Deer Valley and Developer as an additional insured. Prior to Deer Valley's first use of any portion of the DV Parking Facilities, each Party shall provide the other with a certificate of insurance, which shall indicate all insurance coverage required by the provisions herein and which shall provide that each Party shall be provided with thirty (30) days' written notice prior to the cancellation or modification of such policy. Such insurance shall be primary to and not contributory to any similar insurance carried by the other and shall contain a severability of interest clause.

10. **Review of Application.** Developer agrees to provide advance notice (including copies of drawings for the DV Parking Facilities) at least ten (10) business days prior to Developer submitting for approval drawings depicting the DV Parking Facilities to a municipal authority and Developer agrees to evaluate and take into account all comments received from Deer Valley during the pre-submission period.

11. **Cooperation.** Deer Valley shall not oppose Developer's development of the Property so long as such development does not adversely impact the Resort or interfere with Deer Valley's rights under this Agreement and the resort and setback easements of record and recorded against the Property, or portion thereof. Furthermore, nothing in this Agreement shall limit Deer Valley's ability to respond to inquiries from Park City Municipal Corporation or other applicable governmental authorities.

12. **Resort Access.** Deer Valley shall not impede reasonable ingress and egress between the Project and the Resort's ski trails located adjacent to the Property during hours and days of resort operations. Developer recognizes and acknowledges that Deer Valley shall have the right to erect safety barriers and reasonably control skier access in order to promote the safe and efficient operation of the Resort.

13. **Successors and Assigns.** Redus shall assign its rights, obligations, and interest in this Agreement to any successor owner of the Property and/or owner's association for the Project, which association may be formed by Redus or its successors, and this Agreement shall be binding upon any such successor in interest to Redus in the ownership of the Property, without the requirement of any specific acceptance by such successor. No assignment by Deer

Valley of its rights or obligations under this Agreement shall be allowed to any party other than the owner or operator of the Resort and/or Empire Canyon Lodge adjacent to the Project. Furthermore, the Parties agree that no assignment by Deer Valley of its rights and obligations under this Agreement will be valid unless and until each Party has provided written notice to the other Party of the assignment.

14. **Enforcement.** This Agreement shall be enforceable by any Party hereto, their successors and permitted assigns by a proceeding for specific performance or a prohibitive or mandatory injunction, or by a suit or action to recover damages, in addition to all other remedies available at law or in equity. If legal proceedings are instituted in connection with the rights or enforcement of the remedies provided in this Agreement, the substantially prevailing Party shall be entitled to recover its costs and expenses including, without limitation, reasonable attorney fees. No failure or default by a defaulting Party shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure or default unless and until the defaulting Party shall have been notified in writing of such default and shall have failed to remedy the specified failure or default within fourteen (14) calendar days after the receipt of said written notice (or, if the cure thereof cannot be completed within fourteen (14) calendar days, then a reasonable period of time, provided the defaulting Party diligently and continuously pursues such cure).

15. **General Provisions.**

a. **Time is of the Essence.** Time is of the essence for all obligations set forth in this Agreement.

b. **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing, delivered personally, sent by overnight delivery services, certified first-class mail, postage prepaid, return receipt requested, to the following addresses:

If to Developer:

Redus Park City LLC
333 Market Street, 17th Floor
San Francisco, CA 94105
Attn: David Ash

If to Deer Valley:

Deer Valley Resort Company
P.O. Box 889
2250 Deer Valley Dr.
Park City, UT 84060
Attn: Steve Issowits

Any notice delivered personally shall be deemed effective only upon such delivery. Any notice sent by overnight delivery service shall be deemed effective twenty-four (24) hours after deposit of the same with the service, or if by mail shall be deemed effective seventy-two (72) hours after deposit of same in any United States post office box. Any party to this Agreement may change its address by giving the other parties notice of its new address as herein provided.

c. Memorandum of Agreement. This Agreement is not intended to be recorded; however, either Party may execute and record a memorandum of agreement in the Summit County Recorder's Office, providing notice to third parties of the existence of this Agreement.

d. No Third-Party Rights. The obligations of the Parties set forth herein shall not create any rights in and/or obligations to any other persons or entities, other than successor and assigns allowed by Section 11, and any owner's association formed by Developer for the Project.

e. Severability. To the extent any term or provision hereof is determined by a court of competent jurisdiction to be unenforceable, invalid or illegal, such term or provision shall be deemed severed herefrom and shall not render this Agreement or the remainder of its terms unenforceable, invalid or illegal.

f. Counterpart and Electronic Signatures. This Agreement may be executed in counterpart, each of which shall be considered an original and together shall be considered one and the same Agreement. Scanned and emailed signatures are specifically authorized and shall be binding on all Parties.

g. Governing Law. This Agreement shall be construed according to the laws of the State of Utah, without giving effect to its conflict of laws principles.

h. Entire Agreement; Amendment. It is expressly agreed that this Agreement contain all of the terms, conditions and agreements of the Parties hereto relating to the subject matter hereof, and that there are no prior agreements or understanding of these Parties concerning the subject matter hereof and that the terms of this Agreement cannot be changed, altered or modified except in writing, signed by the Parties hereto. It is the intent of the Parties to amend this Agreement to reflect actual conditions of the Project and the DV Parking Facilities once such facilities have been constructed.

[Remainder of Page Intentionally Blank]

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

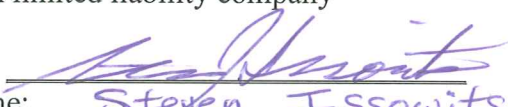
DEVELOPER/REDUS:

REDUS PARK CITY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DEER VALLEY:

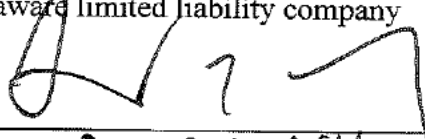
**DEER VALLEY RESORT COMPANY,
LLC,**
a Utah limited liability company

By: 
Name: Steven Issowits
Title: Vice President

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

DEVELOPER/REDUS:

REDUS PARK CITY, LLC,
a Delaware limited liability company

By: 
Name: DAVID L. ASH
Title: SVP

DEER VALLEY:

**DEER VALLEY RESORT COMPANY,
LLC,**
a Utah limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

DEPICTIONS OF DV PARKING FACILITIES



Planning Commission Staff Report



Subject: Iron Canyon Subdivision Lot 33 – Building Pad Adjustment
Application: PL-22-05232
Author: Makena Hawley
Date: July 13, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the Planning Commission (I) review the Plat Amendment to adjust the building pad for Lot 33 located at 14 Iron Canyon Court, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for the City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance 2022-XX (Exhibit A).

Description

Applicant: Heather Nania represented by Chris Price, Klima Architect
Location: 14 Iron Canyon Plat Amendment
Zoning District: Single Family (SF)
Adjacent Land Uses: Residential
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Abbreviations

LMC Land Management Code
SF Single Family

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

Background

The site known as 14 Iron Canyon Court consists of Lot 33 of the Iron Canyon Subdivision. The property owner requests to adjust the "Building Pad" area shown on the Iron Canyon Subdivision plat (recorded in 1983) to adapt to the current proposed design of the new residence. The new building pad is proposed to be the same square footage as the platted building pad (4,000 sf.) and in the general location. The entire site contains a total area of 3.13 acres.

¹ LMC [§ 15-7.1-2\(B\)](#)



There are a number of lots within the Iron Canyon Subdivision that have completed similar building pad adjustments, all maintaining the 4,000 square foot building pad. The following Lots have adjusted their building pad within Iron Canyon Subdivision:

- Lot 29 – Approved on November 10, 2005
- Lot 11 – Approved on June 1, 2006
- Lot 4 – Approved on September 14, 2006
- Lot 5 – Approved on September 28, 2006
- Lot 43 – Approved on April 27, 2017
- Lot 42 – Approved on October 12, 2017

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.²

(II) The proposal complies with the Single-Family Zoning District Requirements outlined in LMC Chapter 15-2.11.

A single-family dwelling is an allowed use in the SF District. The following table shows applicable Land Management Code (LMC) development parameters in the SF District:

Zoning Requirement	Analysis of Proposal
Density Maximum of three (3) units per acre.	<i>Complies.</i> The Lot is 3.13 acres for one single-family dwelling.
Front Setback Minimum setback of 20' and 25' for front facing garages	<i>Complies.</i> The proposed building pad is a minimum of 58' from the front yard lot line.
Rear Setback	<i>Complies.</i>

² LMC [§ 15-12-15\(B\)\(9\)](#)

Minimum setback of 15'	The proposed building pad is a minimum of 40' from the side yard lot line.
Side Setback Minimum setback of 12'	Complies. The proposed building pad is a minimum of 23' from the side yard lot line.

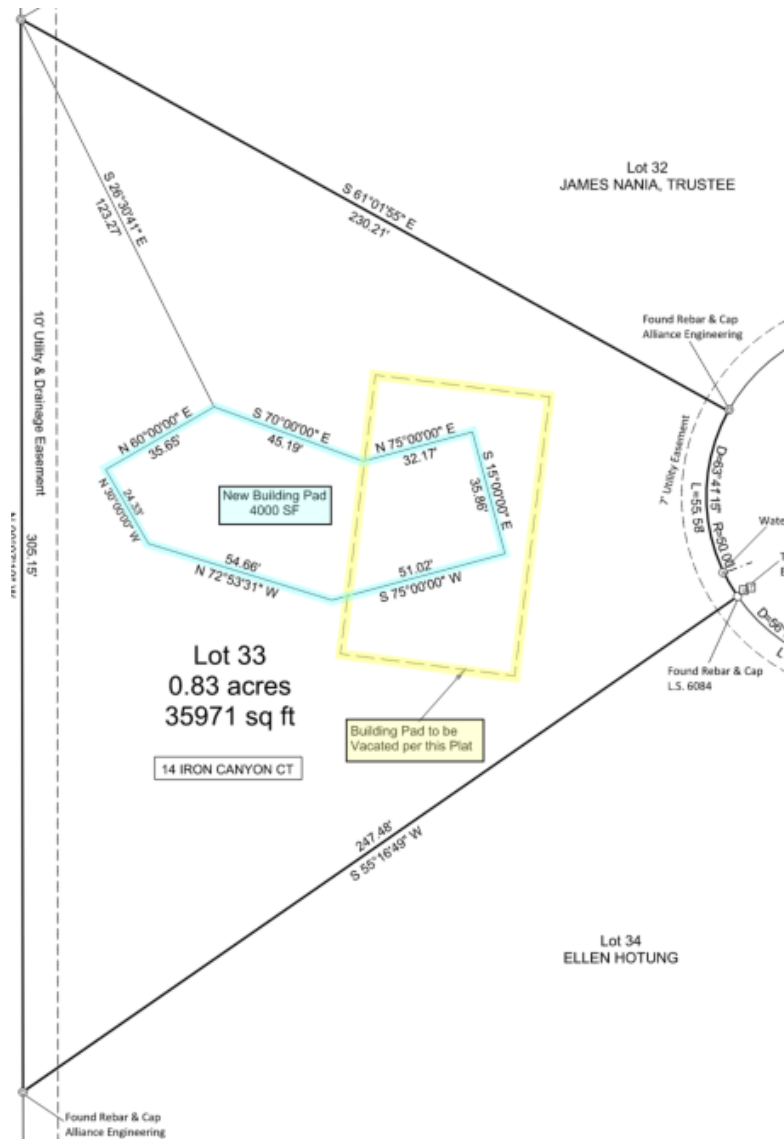


Figure 11: Proposed Building Pad Modification

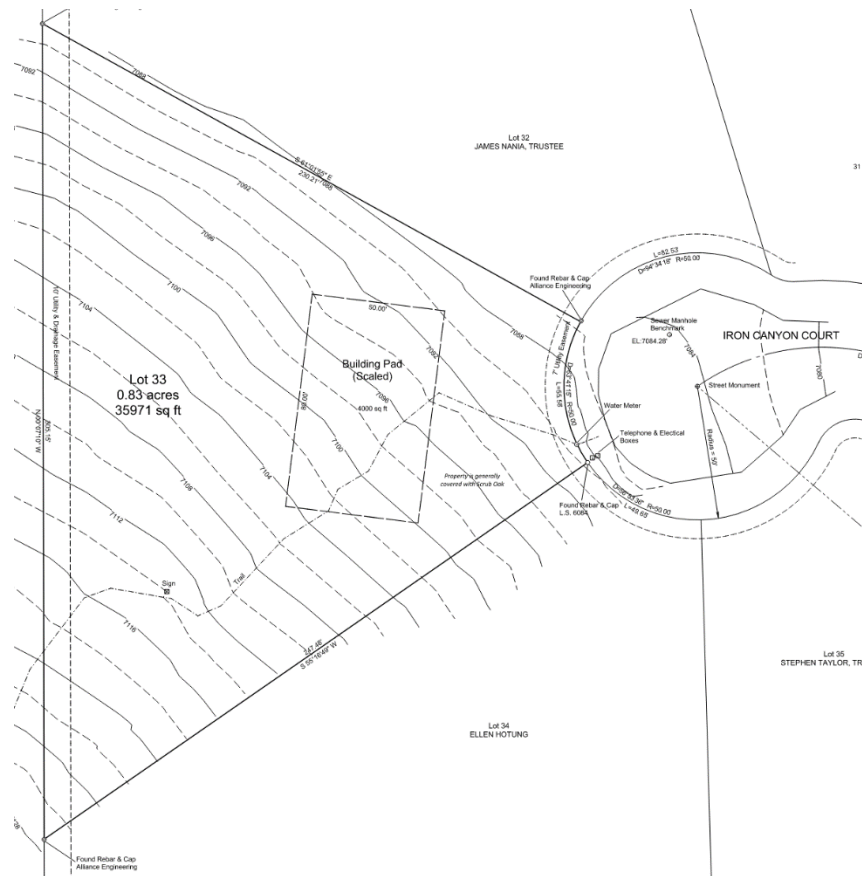


Figure 2: 14 Iron Canyon Court. Existing Conditions Survey

The proposed change to the building pad situates the building to create a longer pad reaching east and west compared to the original pad which was situated the opposite direction. The location mainly changes by following the hill upwards compared to reaching out to the sides of the Lot. The proposed location reduces the rear yard setback significantly but increases the setbacks to the side and front property lines.

All the building pad changes meet the Land Management Code setback requirements. Staff finds that the proposed plat amendment would be consistent with the pattern of development in the neighborhood. Although moving the pad further up the hill, the grade increases on the lot at a steady 15% and the location is consistent with the neighborhood

Iron Mountain Hiking Trail

An alternative to the platted Utility Easement on the Iron Canyon, the Iron Mountain Trail access is currently located across the Applicant's property. For several years, the Applicant has voluntarily allowed this use when a dispute arose regarding the platted access along the driveways of lots and the water tank access. The permission to use the alternative access was conditioned upon the understanding that it will need to change when they propose to develop the lot. With this in mind, the Trails and Open Space Manager is supportive of the building pad change and will continue to explore best possible access options with the goal of maintaining public access to the trail. No

easement for the trail is proposed with this plat amendment.

**(III) The Plat Amendment Complies with the Requirements Outlined in LMC
[§15-7.1-3 \(B\)](#)**

No Public Street, Right-Of-Way, or easement is proposed to be vacated or amended.

**(IV) The Plat Amendment Complies with the Requirements Outlined in LMC
[§15-7.1-6](#)**

07-54 08/16 Ordinance approving the rezone of the Iron Canyon Subdivision from the Residential Development District to the Single-Family District of Park City, Utah

(V) Good Cause³

Staff finds good cause for this Plat Amendment to adjust the building pad for Lot 33 as the proposed modification to the building pad does not increase the area of the building pad, will maintain front setbacks consistent with adjacent lots, is consistent with previously approved Plat Amendments in the Iron Canyon Subdivision, and does not increase the density of the site.

(V) The Development Review Committee reviewed the proposal and did not identify any issues.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 29, 2022. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration on September 1, 2022;
- The Planning Commission may forward a negative recommendation for City Council's consideration on September 1, 2022, and may direct staff to make findings for the denial; or
- The Planning Commission may continue the item to a date certain.

³ LMC [§ 15-15](#) Good Cause

Exhibits

Exhibit A: Draft Ordinance No. 2022-XX

Attachment 1: Proposed Iron Canyon Subdivision Lot 33 - Building Pad
Adjustment Plat Amendment

Exhibit B: Survey with Existing Conditions

Exhibit C: Applicant Project Narrative

Exhibit D: Site Photographs

Exhibit E: Iron Canyon Subdivision Plat

Exhibit F: Approved Iron Canyon Subdivision Plat Amendments

Ordinance No. 2022-XX

AN ORDINANCE APPROVING IRON CANYON SUBDIVISION LOT 33 – BUILDING PAD ADJUSTMENT PLAT AMENDMENT, LOCATED AT 14 IRON CANYON COURT, PARK CITY, UTAH

WHEREAS, the owners of the property located at 14 Iron Canyon Court petitioned the City Council for approval of the Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment; and

WHEREAS, on June 29, 2022 notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on June 28, 2022, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022 courtesy notice was mailed to property owners within 300 feet of the 14 Iron Canyon Court; and

WHEREAS, on July 13, 2022, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on July 13, 2022, the Planning Commission forwarded a _____ recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2021, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code, including §15-2.11 and Chapter 15-7.1-6

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

SECTION 1. APPROVAL. The Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment at 14 Iron Canyon Court, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 14 Iron Canyon Court.
2. The Lot is within the Single-Family Zoning District.
3. The subject property consists of Lot 33 of the Iron Canyon Subdivision, approved in 1983.
4. The plat amendment proposes to adjust the Building Pad area shown on the Iron Canyon Subdivision plat.

5. The proposed building pad is proposed to be the same square footage as the platted building pad of 4,000 square feet.
6. The Lot contains 3.13 acres.
7. The following Lots of the Iron Canyon Subdivision have adjusted their building pad as approved by the City Council: Lot 4, 5, 11, 29, 42, 43.
8. The proposal complies with the Single Family Zoning District outlined in Section 15-2.11.
9. The building pad modification mainly changes the orientation of the building pad to situate going east to west compared to north to south.
10. The proposed plat amendment would be consistent with the pattern of development in the neighborhood.
11. The unofficial Iron Mountain trail head begins on Lot 33.
12. The Trails and Open Space manager is supportive of the building pad change and currently reviewing options of trail replacement.
13. Staff finds Good Cause as the proposed modification to the building pad does not increase it's area and will not disturb more area than previously allowed and the change is consistent with the Iron Canyon Subdivision.

Conclusions of Law

1. There is Good Clause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC [Section 15-2.11](#) HRM and LMC [§ 15-7.1-6](#) Final Subdivision Plat.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. New construction shall comply with Land Management Code Section 15-2.11 regarding setbacks, building height, building envelope, building pad, etc.
5. All other conditions of approval and platted requirements for the Iron Canyon Subdivision continue to apply and shall be noted on the plat.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

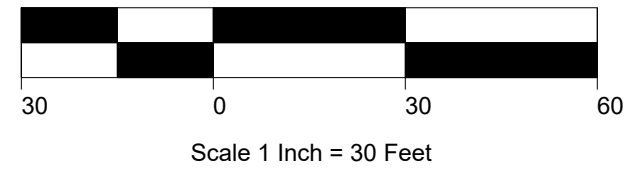
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 - Plat

IRON CANYON SUBDIVISION LOT 33
- BUILDING PAD ADJUSTMENT

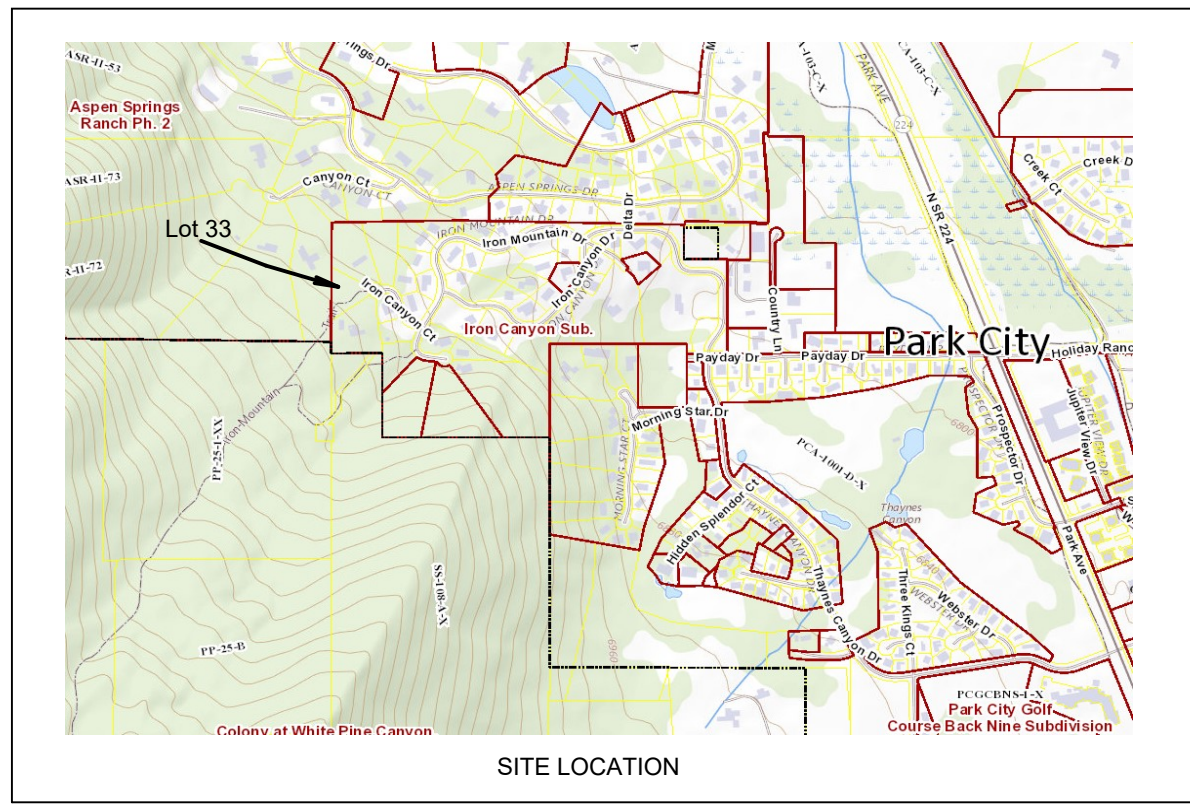
Located in the SW 1/4 of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian
Park City, Summit County, Utah



Legend

- ⊙ Rebar & Cap, Alliance
- ⊕ Street Monument
- ⊙ Rebar & Cap, LS 6084

ADDRESS: 14 IRON CANYON COURT



- Notes:
1. This plat is subject to the Conditions of Approval in ordinance _____.
 2. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal.
 3. The purpose for this plat amendment is to vacate the existing (original) building pad and provide the location and dimensions of the new building pad.
 4. This plat amendment is subject to conditions of approval and all general and special notes contained within the Iron Canyon Subdivision Plan (Entry No. 212520) and all other zoning requirements, covenants, restrictions, easements and rights of way, per record documents and City or County Ordinances.

CERTIFICATE OF ATTEST

I Certify this Plat was approved by Park City Council this
16, day of February, 2017

By: _____
Park City Recorder

HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
435-336-4210

CITY COUNCIL APPROVAL

Approval and Acceptance by the Park City Council this
16, Day of February, 2017.

By: _____
Mayor

CITY PLANNING COMMISSION

Approved by the Park City Planning Commission this 11,
day of January, 2017.

By: _____
Chair

CITY ENGINEER

I find this plat to be in accordance with information on file in my
office this _____ day of _____, 2017.

By: _____
Park City Engineer

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to the Snyderville Basin Water
Reclamation District Standards this _____, day of
_____, 20____.

By: _____
SBWRD

APPROVAL AS TO FORM

Approved as to form this _____ day of
_____, 2017.

By: _____
Park City Attorney

RECORDED

STATE OF UTAH COUNTY SUMMIT

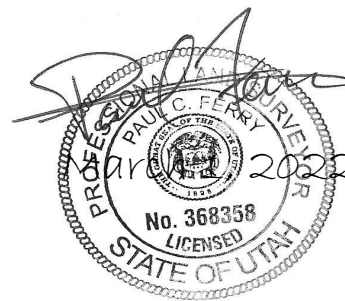
Recorded and filed at the request of _____

Date: _____ Time: _____
Entry # _____ Fee: _____

County Recorder

Surveyor Certificate

I Paul Ferry do certify that I am a Professional Land Surveyor holding certificate No. 368358 as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made of survey of the tract of land shown on this plat and described hereon, and have adjusted the building pad location hereafter to be known as Iron Canyon Subdivision Lot 33, -Building Pad Adjustment and that the same has been correctly surveyed and marked on the ground as shown on this plat.



Boundary Description

Lot 33, Iron Canyon Subdivision, According to the Official Plat thereof on file and of Record in the Office of the Summit County Recorder.

Owner Dedication & Consent to Record

Know by all men by these presents that Heather A. Nania, or her successor, as Trustee of the Heather A. Nania Trust, dated May 28, 2013, that we all of the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the Iron Canyon Subdivision Lot 33 - Building Pad Adjustment do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and does hereby consent to the Recordation of this Plat.

In witness whereof _____ have hereunto set _____ this _____ day of
_____, A.D. 20____.

Heather A. Nania
as Trustee of the Heather A. Nania Trust
dated May 28, 2013

Acknowledgement

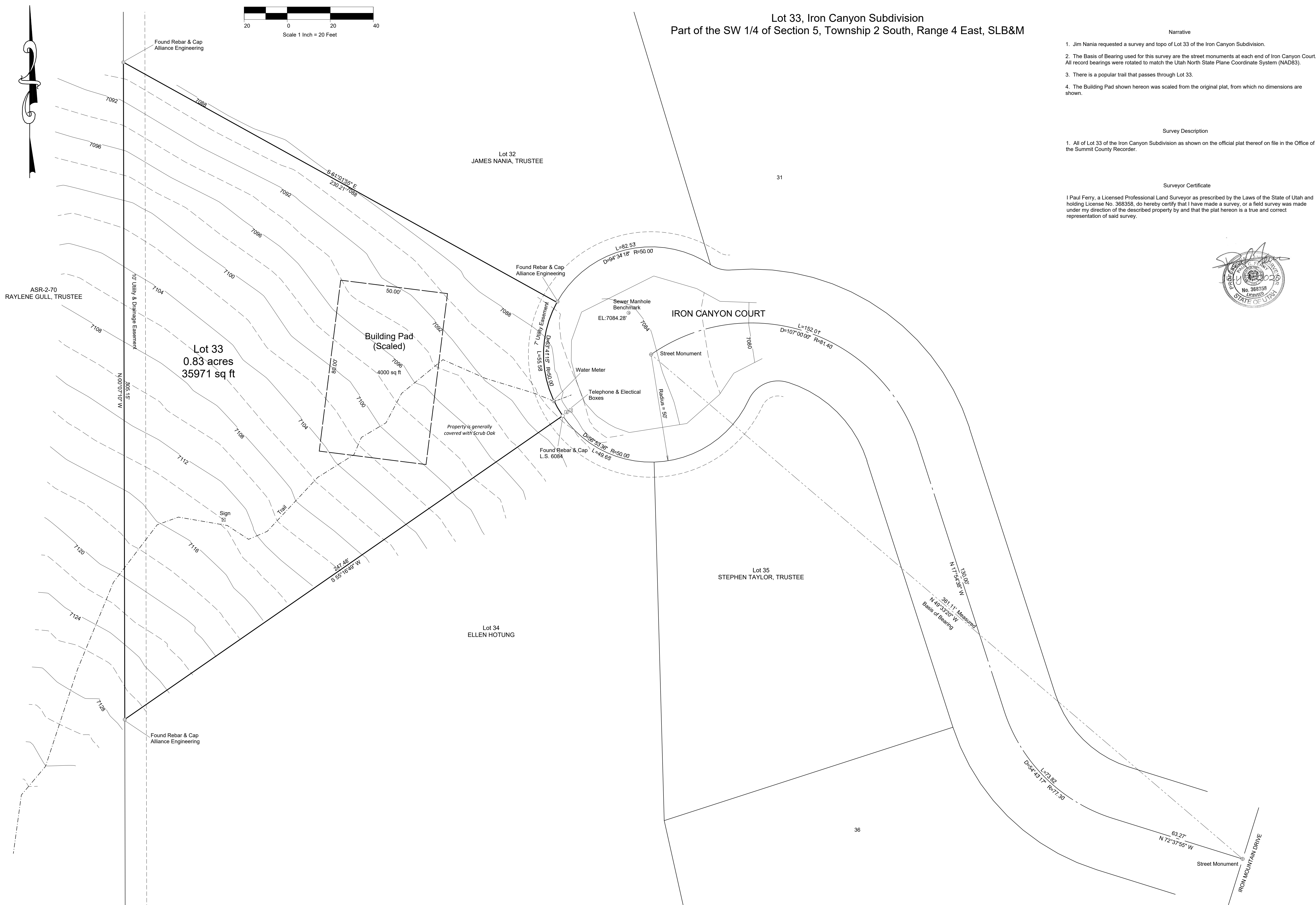
STATE OF UTAH
COUNTY OF SUMMIT

On this _____ day of _____, 20____, Heather A. Nania, Trustee of the Heather A. Nania Trust, dated May 28, 2013, Personally Appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, that they acknowledged to me that they executed the Owner's Dedication as Trustee of the aforesaid trust.

By: _____
Notary Public Printed Name

My commission expires: _____

Residing in: _____



**HIGH MOUNTAIN
SURVEYING, LLC**
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
(435) 336-4210

SHEET 1 OF 1

SURVEYED BY:	DRAWN BY:
--------------	-----------

PCS FILE:	PROJECT NO:
-----------	-------------

DATE:

RECORD OF SURVEY
Prepared For: Jim Nania
Boundary and Topo Survey of Lot
Iron Canyon Subdivision
Park City, Summit County Utah



KLIMA

Nania House
14 Iron Canyon Ct.
Park City, UT 84098
IC-33
Iron Canyon Lot 33

Description of Project:

We are building a new house, and need the platted building envelope to adjust. We are within all setbacks, and under the required maximum building envelope size.

Thanks!
Chris Price
Architect
chris@klimaarchitecture.com



IMAGE 1 - LOOKING SW



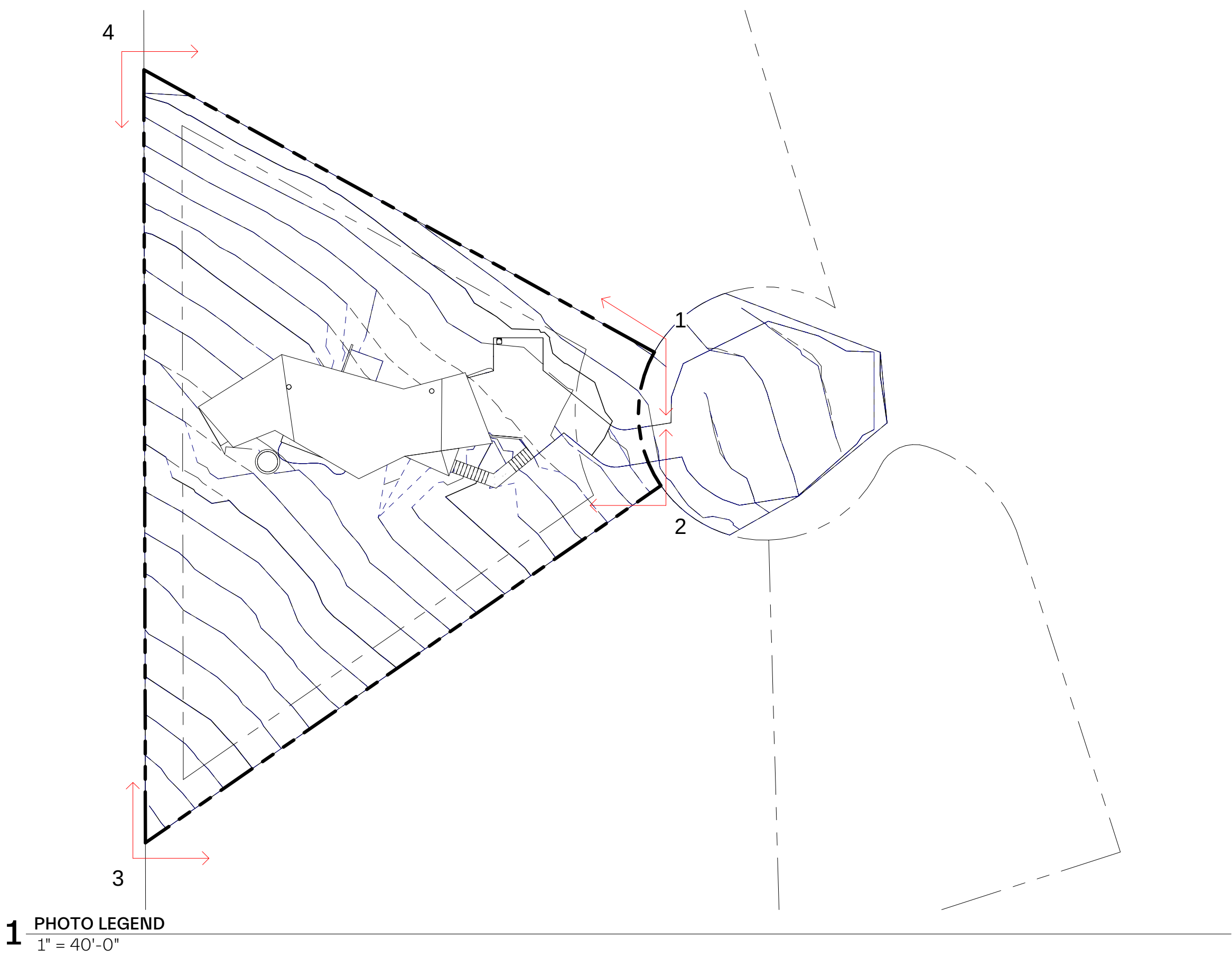
IMAGE 2 - LOOKING NW

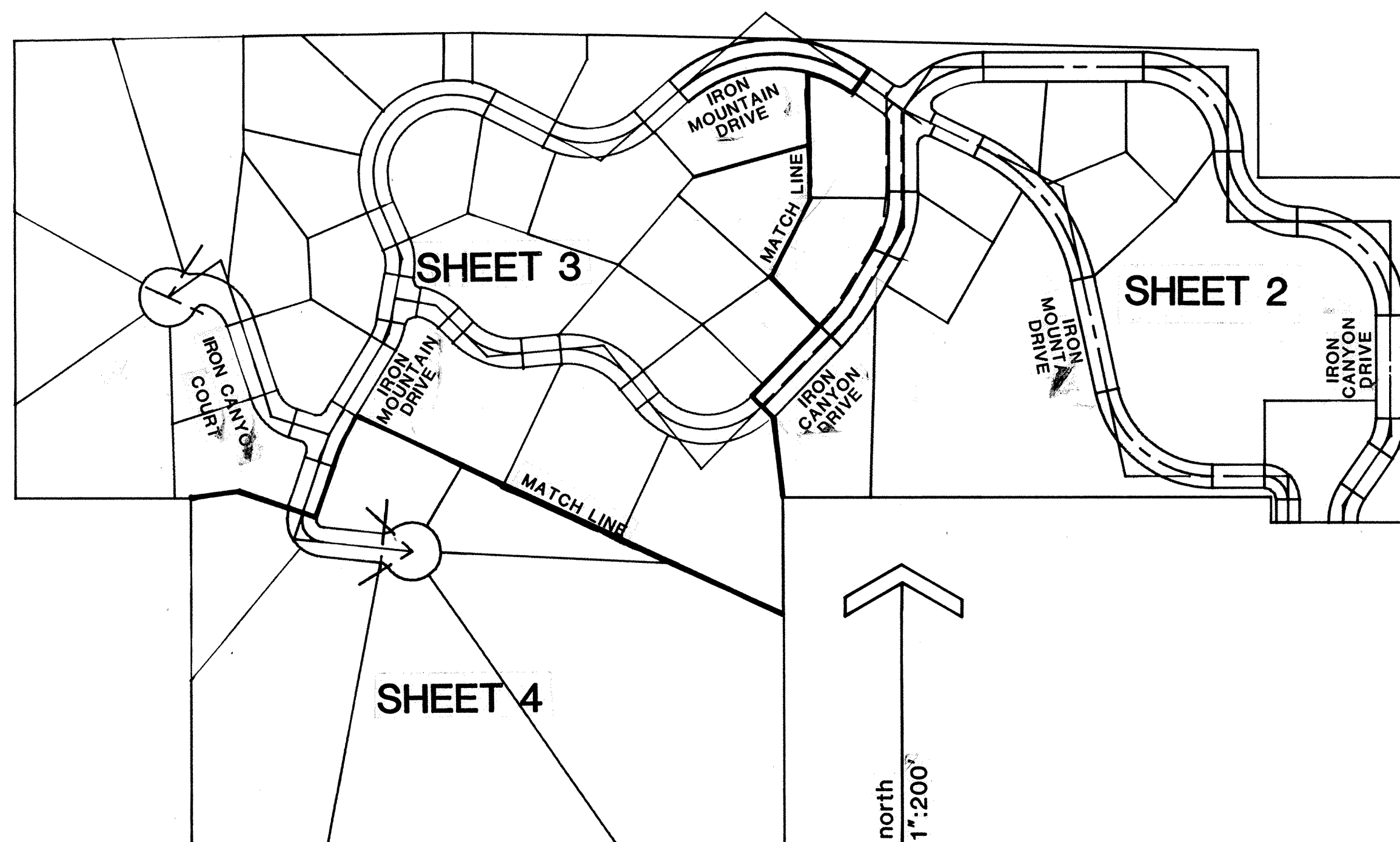


IMAGE 3 - LOOKING NE

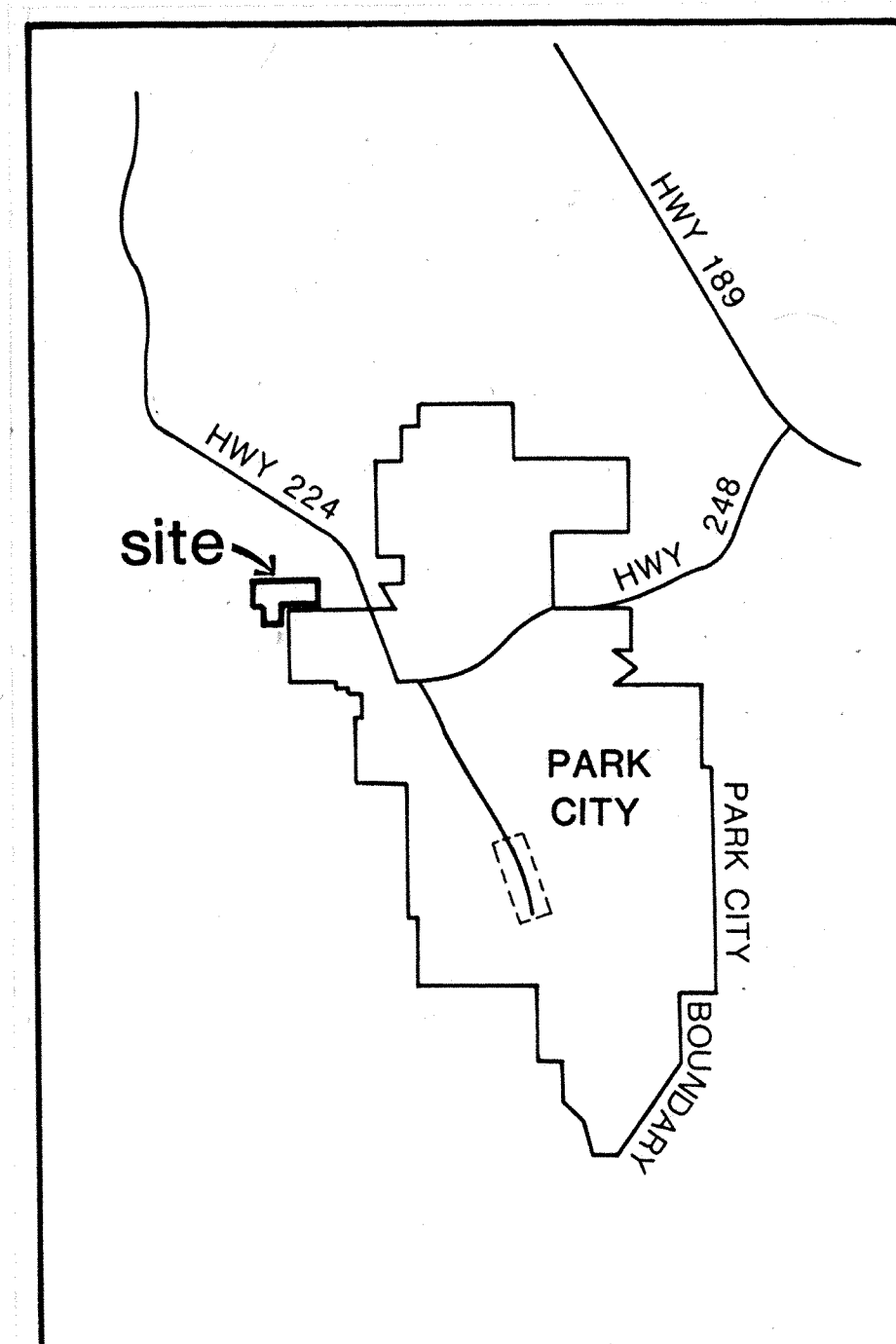


IMAGE 4 - LOOKING SE





INDEX MAP



VICINITY MAP

IRON CANYON

PREPARED FOR

THE BOYER COMPANY
675 EAST 500 SOUTH
SALT LAKE CITY, UTAH

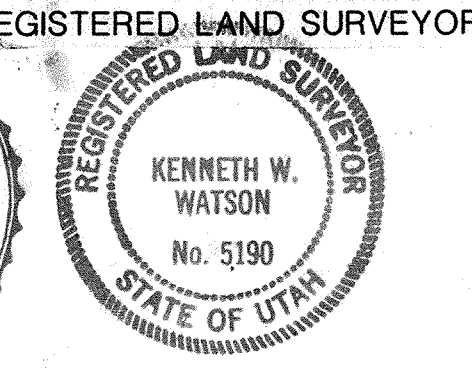
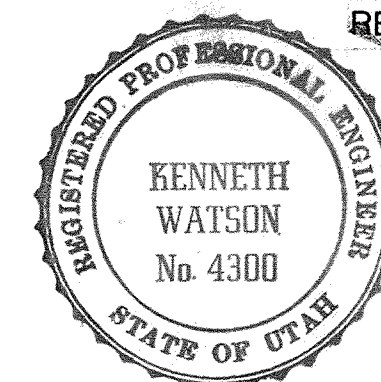
PREPARED BY

ECKHOFF, WATSON & PREATOR
1798 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH

SURVEYOR'S CERTIFICATE

I, KENNETH W. WATSON, A REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR, HOLD CERTIFICATE NO. 5190, AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith, AND HAVE SUB-DIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TO BE HERE-AFTER KNOWN AS IRON CANYON, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

SIGNED ON THIS 29 DAY OF Sept., 1983



NOTE

1. LOTS 12, 14, 15, 27, 33, 34, 40, 42 AND 43 MAY TAKE ADVANTAGE OF SETBACK VARIANCE ALLOWED AS PER SECTION 4-5.5.3 OF THE LAND MANAGEMENT CODE.
2. PARK CITY WILL NOT ACCEPT STREETS FOR DEDICATION UNTIL 24 OF THE 45 LOTS HAVE BEEN OCCUPIED.
3. ALL EXTERIOR BUILDING MATERIALS SHALL BE CLASS 1-RATED FLAME-SPREAD MATERIALS IN ACCORDANCE WITH UBC 4202. ALL RESIDENCES SHALL BE FIRE SPRINKLED IN ACCORDANCE WITH UBC 38-1-82.

LEGAL DESCRIPTION

IRON CANYON LEGAL DESCRIPTION

A parcel of land located in the S.W. 1/4 of Section 5 and the N.W. 1/4 of Section 8, T2S, R4E, Salt Lake Base and Meridian being further described as follows:

Beginning at a point on the south line of the S.W. 1/4 of said Section 5, said point being South 89°21'00" West 246.55 feet from the South 1/4 corner of said Section 5 to the prolongation of an existing wood rail fence running northerly; thence along the prolongation of said fence South 0°04'12" West 11.37 feet to the northerly line of the Quitclaim deed exhibit "B" as stated in book M 58 page 60 of recorded document in the Summit County recorder's office; thence West 244.02 feet; thence North 44.00 feet to the Northeast corner parcel of land described in Book F page 389 as recorded in the Summit County recorder's office; thence West 840.00 feet to the N.W. corner of Thayne Canyon subdivision No. 3 as shown on said subdivision plat; thence South 600.00 feet; thence West 1020.00 feet; thence North 543.50 feet to the South line of said Section 5; thence South 89°21'00" West 278.64 feet to the S.W. corner of said Section 5; thence North 0°12'32" West along said section line 842.84 feet, to a point on the boundary line agreement as stated in book M 230 page 626 and recorded in the Summit County recorder's office; thence North 88°50'23" East 376.77 feet; thence North 89°19'58" East 395.03 feet; thence South 88°50'22" East 1350.28 feet to a point that is defined in the boundary line agreement recorded in book M 230 page 626 in the Summit County recorder's office, the South 1/4 corner of said Section 5 as referenced in said boundary line agreement is located West 2639.77 feet from the S.E. corner of said Section 5; thence South 222.96 feet to the prolongation of an existing fence running easterly; thence along said fence and the prolongation of said fence North 89°34'50" East 264.75 feet to the prolongation of an existing rail fence running southerly; thence along said prolongation and said fence line South 0°04'12" West 579.66 feet to the point of beginning. Containing 56.21 acres more or less.

Basis of bearings being the south line of Section 4, T2S, R4E, Salt Lake Base and Meridian which has a bearing of South 89°49'21" West.

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND BELOW, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS IRON CANYON, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER INCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF October, 1983.

SIGNED Alfred Boyer, Gerald Boyer, The Boyer Company SIGNED _____

SIGNED _____ SIGNED _____

SIGNED _____ SIGNED _____

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF Salt Lake } : s.s.

ON THE 13th DAY OF October A.D. 1983, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Salt Lake, IN THE STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, one IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

DeAnn D. Balli
NOTARY PUBLIC
RESIDING AT Salt Lake City
MY COMMISSION EXPIRES: 4-28-85

CITY COUNCIL APPROVAL

PRESENTED TO PARK CITY
CITY COUNCIL THIS 27th DAY OF OCTOBER
A.D. 1983, John C. Price Sr., Mayor
ATTEST William R. Gathorn, Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK
CITY CITY ENGINEERING DEPARTMENT ON
THIS 20th DAY OF OCTOBER A.D. 1983.
Eric W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE 22nd
CITY PLANNING COMMISSION ON THIS 27th DAY
OF October A.D. 1983.

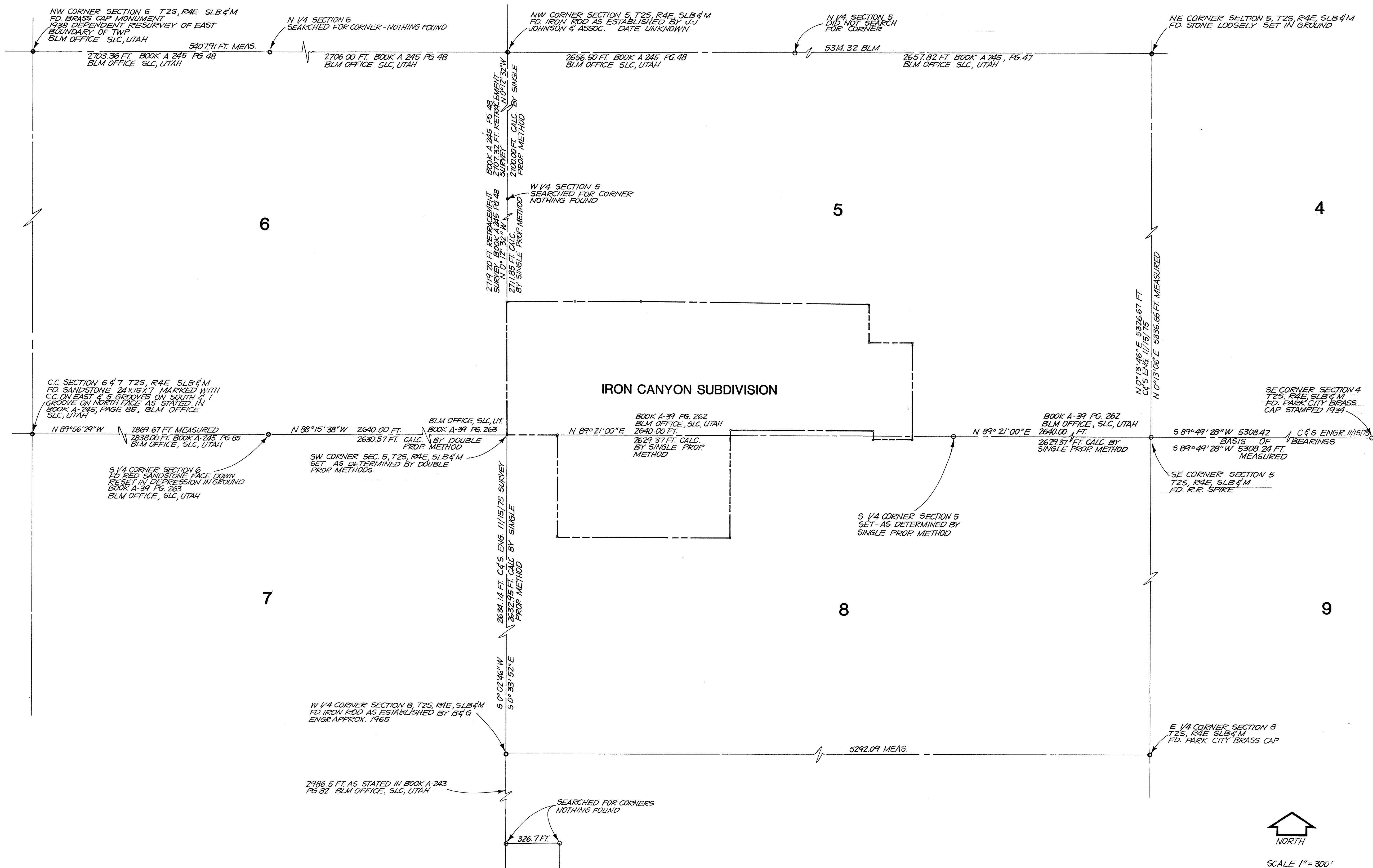
APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 27
DAY OF October A.D. 1983.
Thomas E. Doyle
CITY ATTORNEY

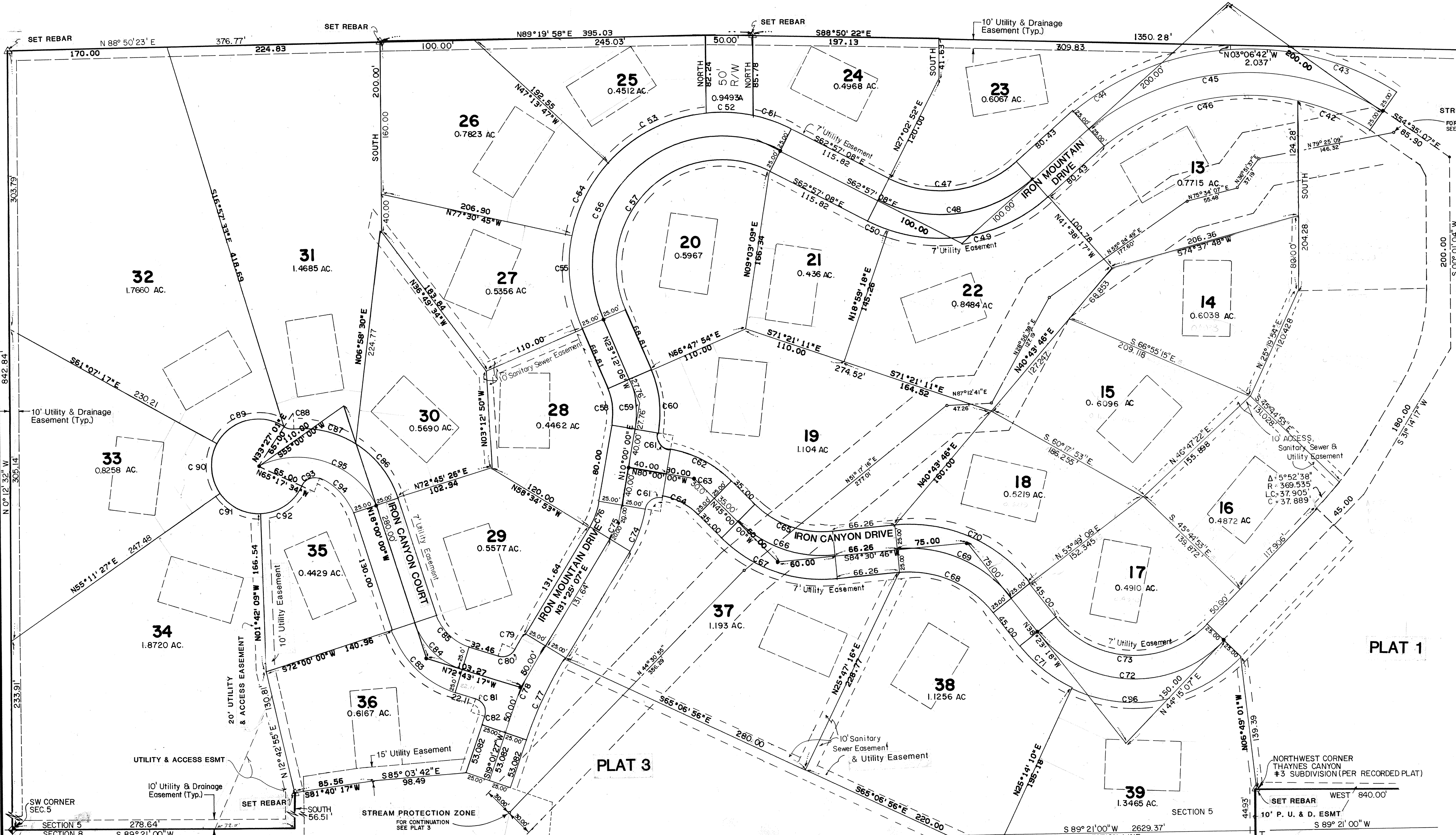
RECORDED

No. 212520 Date: 10-28-83
STATE OF Utah At: 4:09
COUNTY OF Summit Fee: 897.00
RECORDED AND FILED AT THE REQUEST OF
Western States Title Co. Alan Springs
COUNTY RECORDER

EWP ECKHOFF, WATSON and
PREATOR ENGINEERING
ENGINEERS
PLANNERS
SURVEYORS



Project Number		Sheet Number		SHEET 2 OF 5	
The Boyer Company		675 East 500 South Salt Lake City, Utah 84102		IRON CANYON SECTION CONTROL	
Eckhoff, Watson and Preator Engineering		ENGINEERS • PLANNERS • SURVEYORS		DATE: 9/5/83	
Drawn		Checked		By	
JWW		JWW		JWW	
Date		Date		Date	
9/5/83		9/5/83		9/5/83	
Scale		Scale		Scale	



PLAT 1

PLAT 1

PLAT 3

CURVE DATA

	Δ	R	L	C	CHORD BRG.
C44	38° 31' 35"	276.197	185.718	182.239	N 67° 37' 31" E
C45	77° 03' 10"	251.197	337.816	312.929	N 86° 53' 18" E
C46	55° 51' 07"	226.197	220.497	211.870	N 76° 17' 17" E
C47	68° 41' 09"	121.359	145.485	136.928	N 82° 42' 18" E
C48	68° 41' 09"	146.359	175.454	165.135	N 82° 42' 18" E
C49	60° 37' 35"	171.359	181.320	172.979	N 78° 40' 30" E
C50	8° 03' 34"	171.359	24.104	24.084	S 66° 58' 55" E
C51	14° 47' 29"	162.373	41.918	41.802	S 70° 20' 53" E
C52	17° 44' 37"	162.373	50.285	50.084	S 86° 36' 56" E
C53	41° 44' 33"	162.373	118.296	115.497	N 63° 38' 29" E
C54	30° 16' 57"	162.373	85.819	84.924	N 27° 37' 44" E
C55	35° 41' 22"	162.373	101.142	99.514	N 05° 21' 25" W
C56	140° 55' 23"	137.373	336.264	258.381	N 46° 55' 23" E
C57	140° 14' 58"	112.373	275.069	211.359	N 46° 55' 23" E
C58	33° 12' 06"	68.121	39.475	38.925	N 06° 36' 03" W

CURVE DATA

	Δ	R	L	C	CHORD BRG.
C59	33° 12' 06"	93.121	53.962	53.210	N 06° 36' 03" W
C60	33° 12' 06"	118.121	68.448	67.495	N 06° 36' 03" W
C61	90° 00' 00"	15.00	23.56	21.21	N 34° 59' 57" W
C62	35° 00' 00"	120.148	73.394	72.258	S 62° 30' 00" E
C63	35° 00' 00"	95.148	58.123	57.223	S 62° 30' 00" E
C64	35° 00' 00"	70.148	42.851	42.188	S 62° 30' 00" E
C65	50° 29' 14"	102.255	90.104	87.217	N 70° 14' 37" W
C66	50° 29' 14"	127.255	112.133	108.540	S 70° 14' 37" E
C67	50° 29' 14"	152.255	134.162	129.864	S 70° 14' 37" E
C68	57° 05' 56"	112.849	112.461	107.865	S 66° 56' 16" E
C69	57° 05' 56"	137.849	137.375	131.761	S 66° 56' 16" E
C70	57° 05' 56"	162.849	162.849	155.656	S 66° 56' 16" E
C71	26° 22' 32"	156.872	72.214	71.578	S 51° 34' 34" E
C72	97° 21' 35"	131.872	224.083	198.080	S 87° 04' 05" E

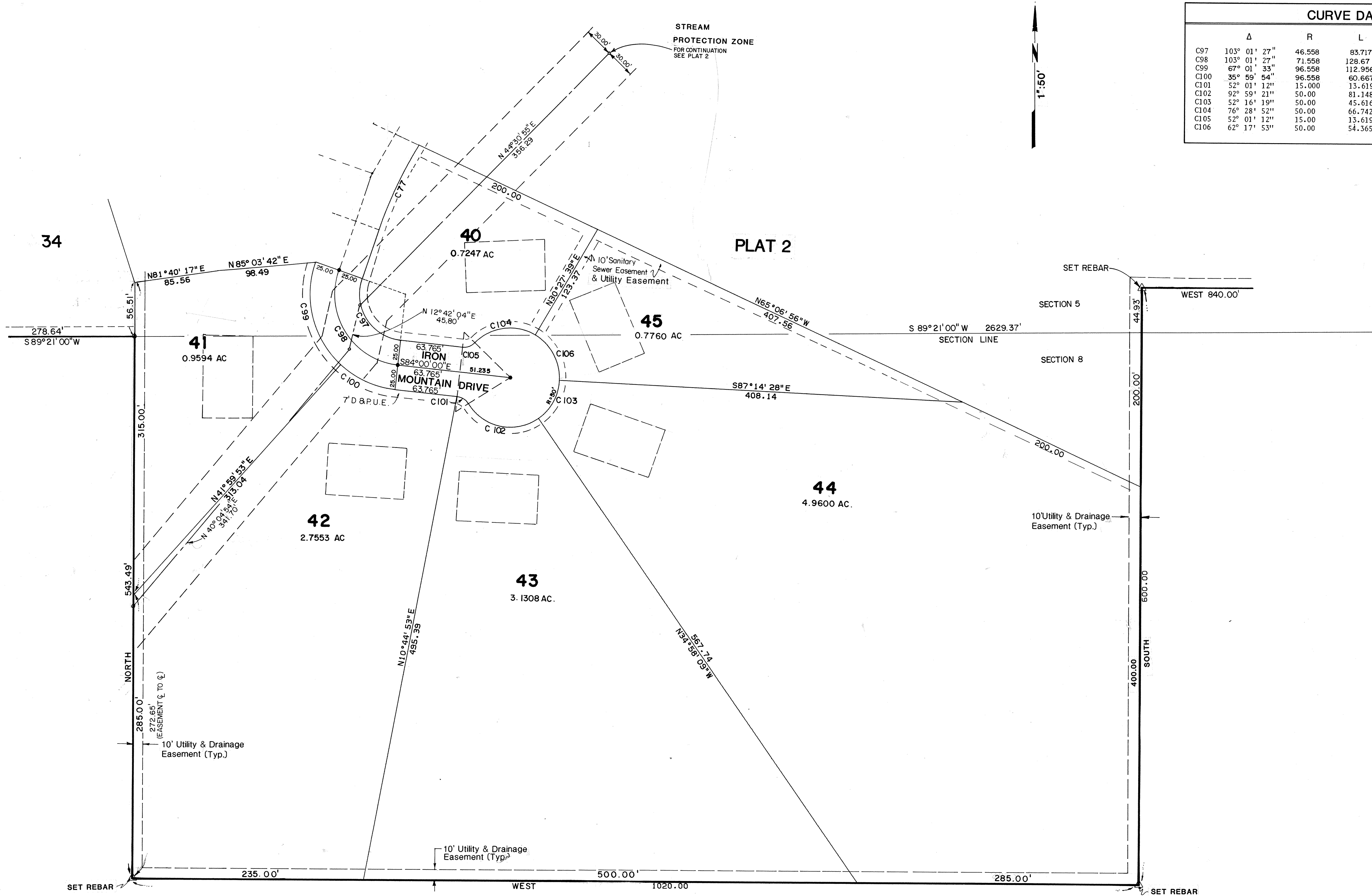
CURVE DATA

	Δ	R	L	C	CHORD BRG.
C73	97° 21' 35"	106.872	181.601	160.528	S 87° 04' 05" E
C74	21° 25' 07"	130.753	48.879	48.595	N 20° 42' 34" E
C75	21° 25' 07"	105.753	39.533	39.303	N 20° 42' 34" E
C76	21° 25' 07"	80.753	30.187	30.012	N 20° 42' 34" E
C77	12° 23' 40"	435.466	94.202	94.018	N 25° 13' 17" E
C78	12° 23' 40"	460.466	99.61	99.416	S 32° 29' 17" E
C79	02° 08' 45"	485.466	18.181	18.18	N 30° 20' 44" E
C80	78° 00' 21"	15.00	20.422	18.881	N 68° 16' 32" E
C81	92° 44' 57"	15.00	24.282	21.716	S 26° 20' 49" E
C82	01° 00' 13"	485.466	8.502	8.502	S 19° 31' 33" W
C83	54° 43' 16"	102.298	97.701	94.030	S 45° 21' 39" E
C84	54° 43' 16"	77.298	73.824	71.050	S 45° 21' 39" W
C85	54° 43' 16"	52.298	49.948	48.071	S 45° 21' 39" E
C86	40° 05' 26"	74.446	72.937	72.937	N 38° 02' 43" W
C87	37° 02' 28"	106.396	68.783	67.592	N 76° 36' 40" W
C88	38° 34' 54"	15.00	10.101	9.911	N 75° 50' 26" W

CURVE DATA

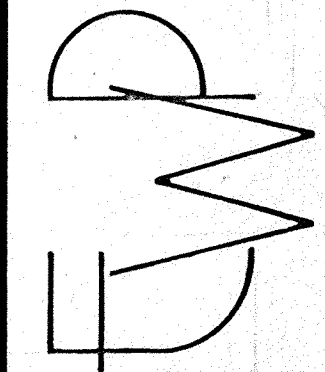
	Δ	R	L	C	CHORD BRG.
C89	94° 34' 18"	50.00	82.529	73.475	S 76° 09' 52" E
C90	63° 41' 15"	50.00	55.578	52.761	S 02° 57' 55" E
C91	56° 53' 36"	50.00	49.649	47.634	S 63° 15' 21" E
C92	63° 35' 25"	50.00	55.493	52.688	N 56° 30' 08" E
C93	82° 40' 10"	15.00	21.643	19.814	N 66° 02' 31" E
C94	54° 37' 24"	56.396	53.766	51.752	S 45° 18' 41" E
C95	107° 00' 00"	81.396	152.007	130.861	N 71° 30' 00" E
C96	70° 59' 03"	156.872	194.350	182.157	N 44° 39' 00" E

</



CURVE DATA					
	Δ	R	L	C	CHORD BRG.
C97	103° 01' 27"	46.558	83.717	72.886	S 32° 29' 17" E
C98	103° 01' 27"	71.558	128.67	112.023	S 32° 29' 17" E
C99	67° 01' 33"	96.558	112.956	106.625	S 14° 29' 20" E
C100	35° 59' 54"	96.558	60.667	59.674	S 56° 00' 03" E
C101	52° 01' 12"	15.000	13.619	13.156	S 57° 59' 24" E
C102	92° 59' 21"	50.00	81.148	72.531	S 78° 28' 28" E
C103	52° 16' 19"	50.00	45.616	44.050	N 28° 53' 42" E
C104	76° 28' 52"	50.00	66.742	61.896	S 82° 13' 13" W
C105	52° 01' 12"	15.00	13.619	13.156	S 57° 59' 24" E
C106	62° 17' 53"	50.00	54.365	51.727	N 28° 23' 24" W

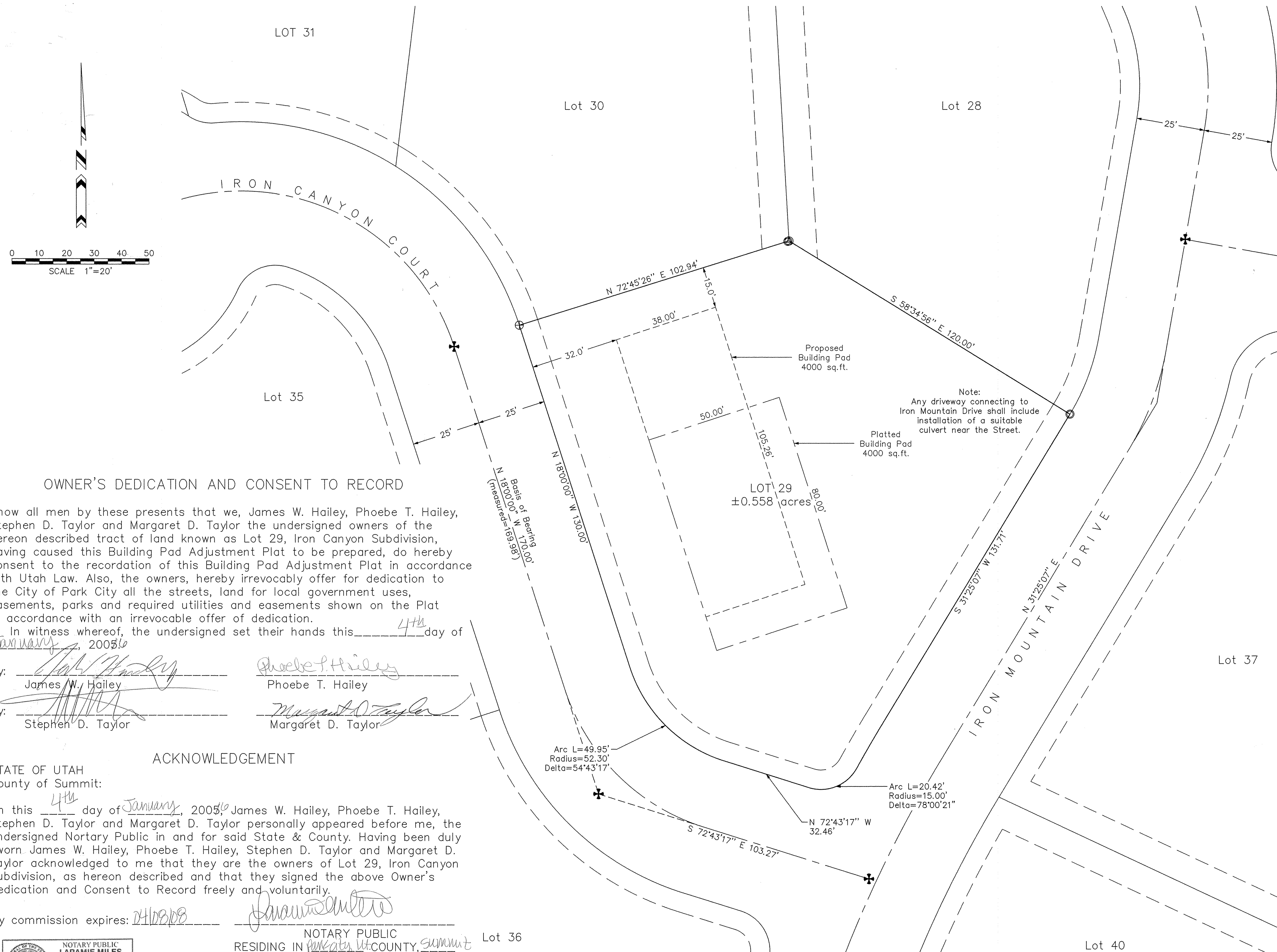
ECKHOFF, WATSON and
PREATOR ENGINEERING
1788 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115
ENGINEERS • PLANNERS • SURVEYORS



The Boyer Company 675 East 500 South Salt Lake City, Utah 84102

IRON CANYON

Iron Canyon Subdivision Lot 29 Building Pad Adjustment



NARRATIVE

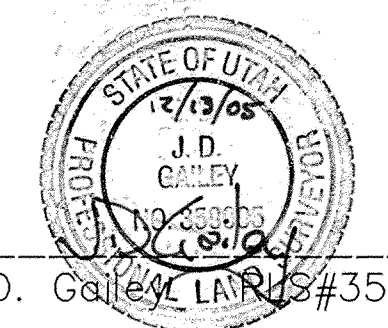
1. Survey requested by: James W. Hailey, et al.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of the Lot is 2451 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 29, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.558 acres, more or less.

SURVEYOR'S CERTIFICATE

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



Dec. 13, 2005
Date

J.D. Gailey, LARS#359005

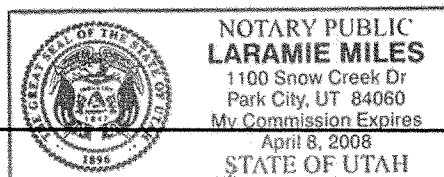
ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 4th day of January, 2005, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor personally appeared before me, the undersigned Notary Public in and for said State & County. Having been duly sworn, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor acknowledged to me that they are the owners of Lot 29, Iron Canyon Subdivision, as hereon described and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 2/10/2008

NOTARY PUBLIC
RESIDING IN Park City, Utah, Summit Lot 36



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

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 4th DAY OF Jan, 2006

BY: [Signature]
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 12
DAY OF January, 2006 A.D.

BY: [Signature]
SUMMIT

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 5th
DAY OF JANUARY, 2005 A.D.
BY: [Signature] PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 17
DAY OF January, 2006 A.D.
BY: [Signature]
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 10 DAY
OF NOVEMBER, 2005 A.D.
BY: [Signature]
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 10th DAY OF November,
2005 A.D.
BY: [Signature]
MAYOR

#767452 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF FIRST AMERICAN TITLE
DATE 2/2/06 TIME 12:37 PM BOOK --- PAGE ---
FEE 31.00 [Signature] RECORDER

LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 11 IRON CANYON SUBDIVISION PLAT AMENDMENT.

Known all men by these presents: That the undersigned are the owners of the herein described tract of land, hereafter to be known as the Lot 11 Iron Canyon Subdivision Plat Amendment. In witness to thereof we have here into set our hands this ____ day of ____ 2006.


Michael E. Corcoran


Gail B. Corcoran

ACKNOWLEDGMENT

State of ~~Utah~~ Connecticut
County of ~~Summit~~ FAIRFIELD
23 June

On this 23 day of June, 2006, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Michael G. Corcoran and Gail B. Corcoran, being duly sworn acknowledged to me that they are the owner of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

 My commission expires: October 21, 2009

Notary Public State of Connecticut My Commission Expires

LEGAL DESCRIPTION

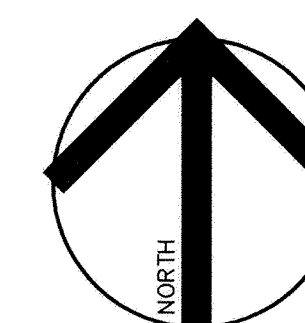
ALL OF LOT 11 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE BUILDING PAD TO BETTER REFLECT THE LOCATION OF THE CURRENT AND PROPOSED STRUCTURE ON THE LOT.

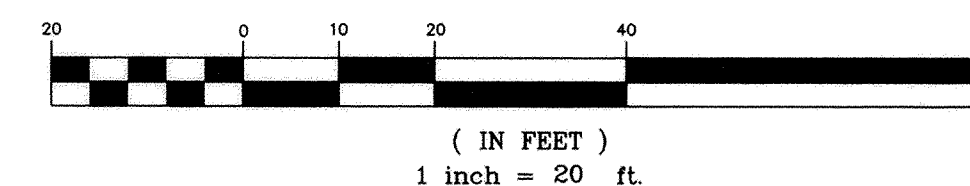
ORIGINAL BUILDING PAD AREA	PROPOSED BUILDING PAD AREA
4,000 SQUARE FEET	3983.3 SQUARE FEET

BUILDING PAD AREA DECREASE
16.7 SQUARE FEET

2425 ADDRESS ON IRON CANYON DRIVE



GRAPHIC SCALE

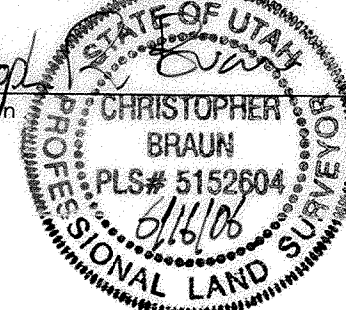


SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Park City Municipal Corporation. I further certify that the property boundaries shown are correct.


 Christopher R. Braun
 PLS 5152604

Date 6/16/06



6/16/0
Date

PRESENTED TO THE BOARD OF PARK CITY
CITY COUNCIL THIS 1st DAY OF JUNE
A.D. 2006. AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.

Dana Williams
MAYOR

Joe M. Scott
CITY RECORDER

APPROVED AND ACCEPTED BY THE
PARC CITY CITY ENGINEERING DEPART-
MENT ON THIS 18TH DAY OF JULY
A.D. 2006

Eric W. Coleman PE
CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 24th DAY OF MAY A.D. 2006.

CHAIRMAN

REVIEWED FOR CONFORMANCE TO SNYDERVILLE
BASIN WATER RECLAMATION DISTRICT
STANDARDS THIS 16th DAY OF June
A.D. 2006.

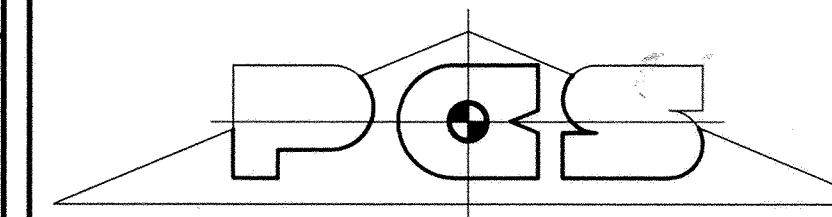
B. D.
S.B.W.R.D

APPROVED AS TO FORM ON THIS 11th
DAY OF August A.D. 2006


CITY ATTORNEY

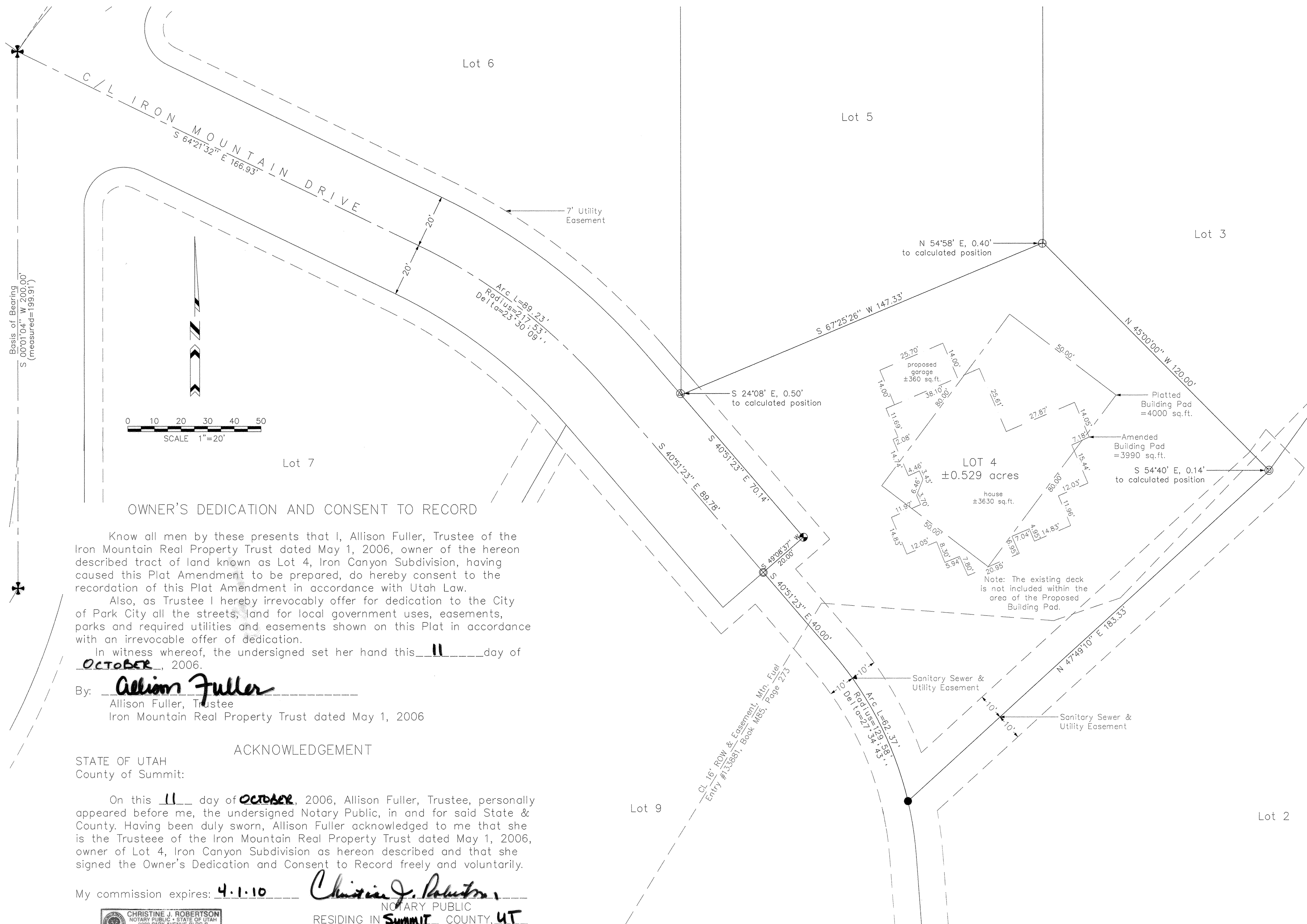
Nº. 788378
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED

RECORDED AND FILED AT THE REQUEST OF:
Equity Title
 Date: 8-24-06 Time: 8:38 A.m.
 Fee: \$ 31.02 *Christy Bowen, Deputy*
 COUNTY RECORDER



PARK CITY SURVEYING
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

Iron Canyon Subdivision Lot 4 Plat Amendment



NARRATIVE

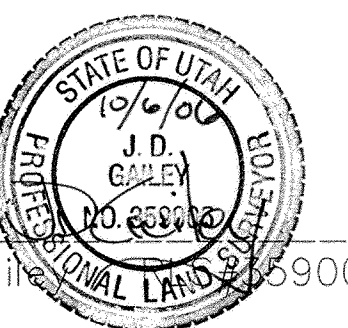
1. Survey requested by: Allison Fuller.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of Lot 4 is 2409 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 4, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.529 acres, more or less.

SURVEYOR'S CERTIFICATE

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



10/6/06
Date

J.D. Gailey, License No. 359005

Legend

- ✦ Found Street Monument
- ⊕ Found rebar & cap-LS 173736
- ⊕ Found rebar & cap-LS 154491
- ⊕ Found rebar & cap-LS 163486
- ⊕ Found rebar & cap-unreadable
- Found 5/8" rebar-no cap
- ⊕ Found rebar & cap-LS 359005
- Utility & Drainage Easement
- Platted Building Pad
- Proposed Building Pad

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that I, Allison Fuller, Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of the hereon described tract of land known as Lot 4, Iron Canyon Subdivision, having caused this Plat Amendment to be prepared, do hereby consent to the recordation of this Plat Amendment in accordance with Utah Law.

Also, as Trustee I hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this 11 day of OCTOBER, 2006.

By: Allison Fuller
Allison Fuller, Trustee
Iron Mountain Real Property Trust dated May 1, 2006

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 11 day of OCTOBER, 2006, Allison Fuller, Trustee, personally appeared before me, the undersigned Notary Public, in and for said State & County. Having been duly sworn, Allison Fuller acknowledged to me that she is the Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of Lot 4, Iron Canyon Subdivision as hereon described and that she signed the Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 4.1.10



Christine J. Robertson
NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY, UT

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

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 11 DAY OF OCTOBER, 2006.
BY: B. D. S.
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 23rd
DAY OF August, 2006 A.D.
BY: M. H. S.
CHAIRMAN

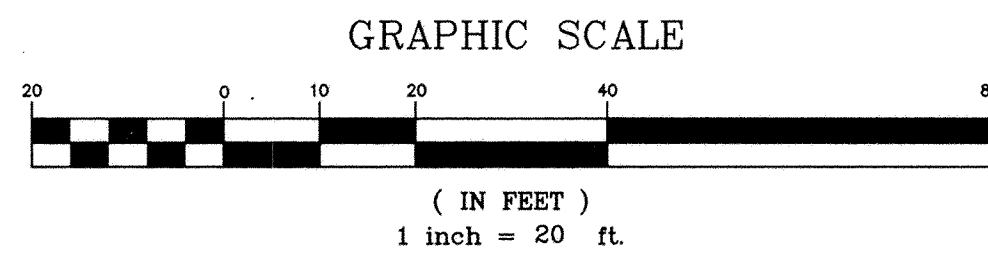
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 17th
DAY OF OCTOBER, 2006 A.D.
BY: Chris W. O'Leary
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 27th
DAY OF OCTOBER, 2006 A.D.
BY: M. H. S.
PARK CITY ATTORNEY

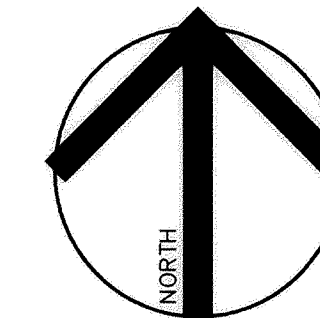
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 14th DAY
OF September, 2006 A.D.
BY: Shirley M. Smith
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 14th DAY OF September,
2006 A.D.
BY: Dana Williams
MAYOR

795864 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Equity Title
DATE 11-6-06 TIME 10:57 AM BOOK --- PAGE ---
FEE \$31.00 RECORDER Daniel A. Brown, Deputy



IRON CANYON LOT 5 AMENDED SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Park City Municipal Corporation. I further certify that the property boundaries as shown are correct.

Christopher R. Braun
PLS # 5152604
11/16/06

10/16/06
Date

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 5 IRON CANYON SUBDIVISION PLAT AMENDMENT.

Known all men by these presents: That the undersigned is the owner of the herein described tract of land, hereafter to be known as IRON CANYON LOT 5 AMENDED SUBDIVISION. In witness to thereof we have here into set our hands this ____ day of ____ 2006.

Keith C. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004
SCOTT L. JAFFA NOVEMBER 30, 2006

Connie R. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004

ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this 30 day of November, 2006, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Keith C. Barnhart and Connie R. Barnhart, Trustees of The Barnhart Family Trust dated February 28, 2004, being duly sworn acknowledged to me that they are the owner of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Sharon C. Bauman My commission expires: 7-13-2010
Notary Public



LEGAL DESCRIPTION

ALL OF LOT 5 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES SHOWN ON THE RECORDED IRON CANYON SUBDIVISION PLAT AND MUST MAINTAIN A MAXIMUM AREA EQUAL TO OR LESS THAN THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.

PROPOSED BUILDING PAD SIZE: 3824 SQ. FEET

ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.

THE STREET ADDRESS OF LOT 5 IS 2414 IRON CANYON DRIVE.

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS 28th DAY OF SEPTEMBER A.D. 2006. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

John Williams
Mayor
Justin Satt
City Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 30th DAY OF NOVEMBER A.D. 2006

Eric W. DeHoon PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 13th DAY OF SEPTEMBER A.D. 2006.

Michael Costa
CHAIRMAN

SEWER DISTRICT APPROVAL

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17th DAY OF November A.D. 2006.

B. D. A.
S.W.R.D.

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 12th DAY OF December A.D. 2006

Rob S. Mel
CITY ATTORNEY

RECORDED

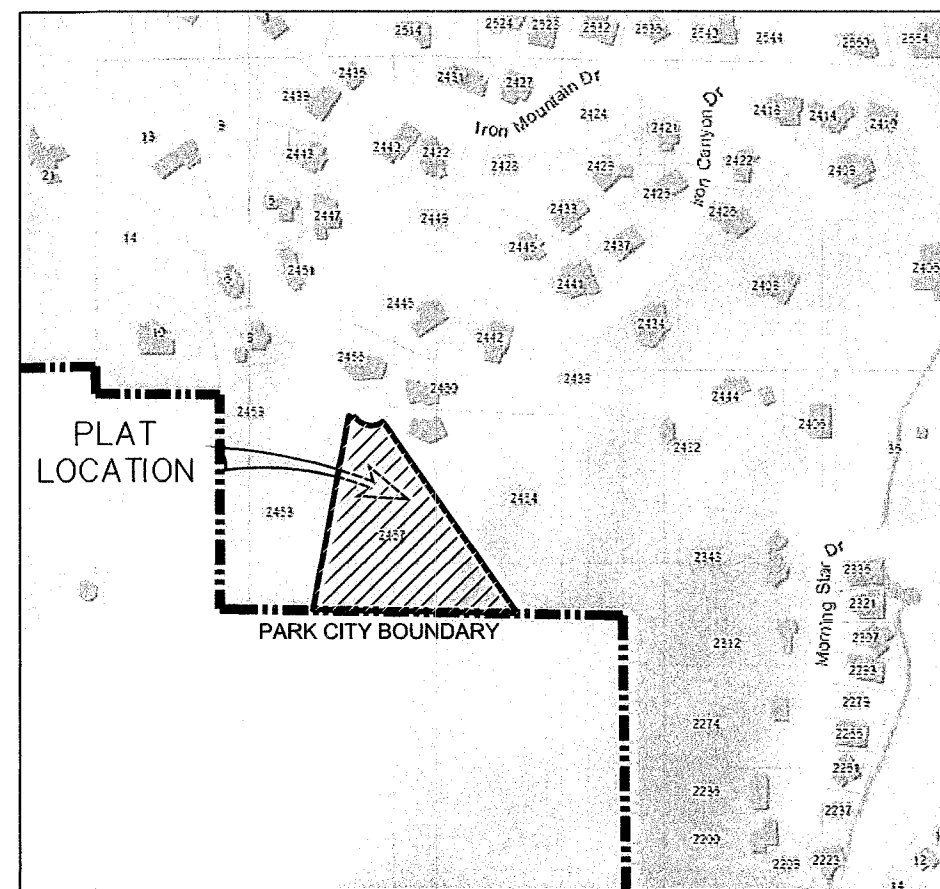
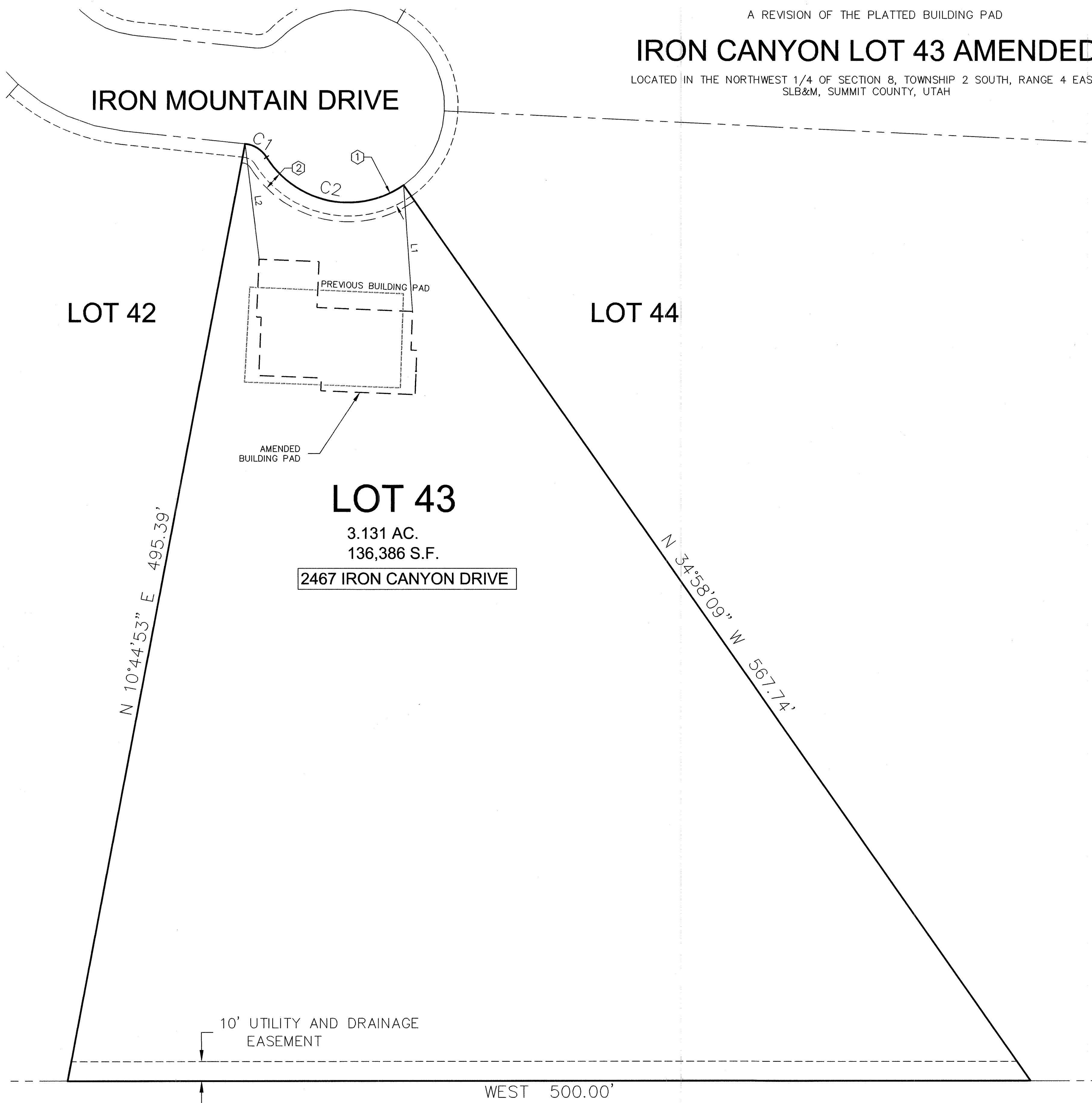
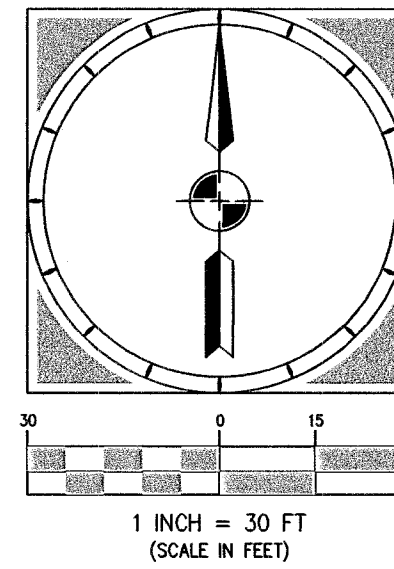
Nº. 799969 DATE 12/22/06 TIME 3:19 PM
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
FIRST AMERICAN TITLE CO OF UTAH
FEE \$ 31.00
Alan Spriggs
COUNTY RECORDER

PCS
PARK CITY SURVEYING, INC.
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

A REVISION OF THE PLATTED BUILDING PAD

IRON CANYON LOT 43 AMENDED

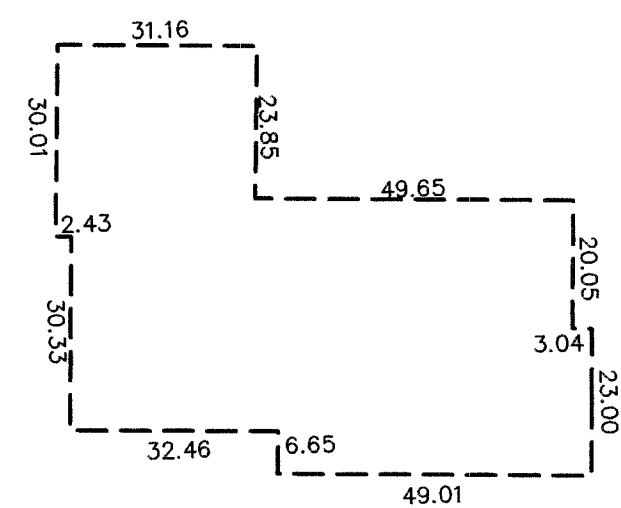
LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SLB&M, SUMMIT COUNTY, UTAH



VICINITY MAP

LINE	BEARING	DISTANCE
L1	S 04°04'42" E	65.77
L2	S 06°55'00" E	60.37

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	13.62	15.00	52°01'12"	S 57°59'24" E	13.16
C2	81.15	50.00	92°59'21"	S 78°28'28" E	72.53



NEW BUILDING PAD DIMENSIONS

LEGEND

———	LOT 43 PROPERTY LINES
———	ADJACENT PROPERTY LINES
- - - - -	7' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LINE
- - - - -	10' WIDE SNOW STORAGE EASEMENT

BOUNDARY DESCRIPTION

ALL OF LOT 43 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

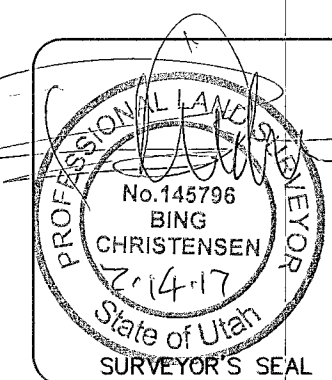
SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

- I HAVE REVIEWED THIS PLAT AS IT RELATES TO AN ADJUSTMENT TO THE BUILDING PAD SIZE AND LOCATION ON LOT 43 OF THE IRON CANYON PLAT.
- THE BOUNDARY OF LOT 43 OF THE IRON CANYON PLAT IS UNCHANGED FROM THE IRON CANYON PLAT ON FILE AND RECORDED WITH THE SUMMIT COUNTY RECORDERS OFFICE.

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

7-14-17
DATE



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HEREAFTER TO BE KNOWN AS IRON CANYON LOT 43 AMENDED HEREBY CONSENTS TO RECORD THIS PLAT AMENDMENT AND HEREBY GRANT EASEMENTS TO PARK CITY SHOWN HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 15 DAY OF JULY, 2017.

KYLE CONTI, A MARRIED MAN

KYLE CONTI
PRINTED NAME

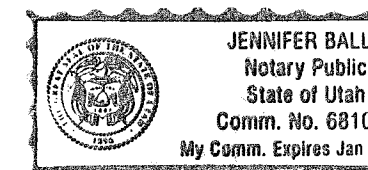
7-15-2017
DATE

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASATCH S.S.

ON THIS 15 DAY OF JULY, 2017, KYLE CONTI PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN/ AFFIRMED THAT HE ACKNOWLEDGED TO ME THAT HE SIGNED THIS PLAT AMENDMENT FOR THE PURPOSES STATED HEREIN.

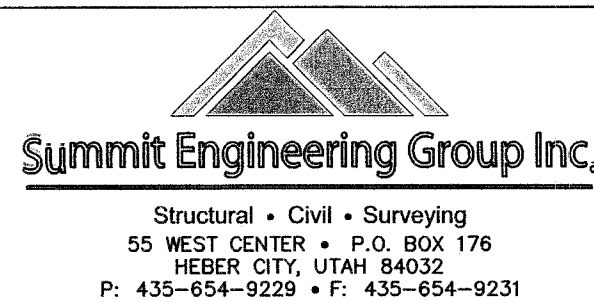
JENNIFER BALLS
NOTARY PUBLIC



PLAT NOTES

- THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES AS PER THE LAND MANAGEMENT CODE, "SECTION 15-2.11-3 LOT AND SITE REQUIREMENTS" UNLESS OTHERWISE NOTED. THE MAXIMUM AREA AREA MUST BE LESS THAN OR EQUAL TO THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.
- THE PREVIOUS BUILDING PAD IS ADJUSTED TO MATCH NEW BUILDING PAD. SIZE OF BUILDING PAD IS 4,000 SQ. FEET
- ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.
- THE STREET ADDRESS OF LOT 43 IS 2467 IRON MOUNTAIN DRIVE.
- MODIFIED 13-D SPRINKLERS ARE REQUIRED BY THE CHIEF BUILDING OFFICIAL FOR NEW CONSTRUCTION AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
- THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2017-18.

JOB NO.: C16-041 FILE: Z:/CURRENT PROJECTS/ C16-041/WORKING FILES/ SURVEY/ LOT 43-PLAT AMENDMENT FINAL.DWG



COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 27TH DAY OF APRIL, 2017.

PAUL THOMAS
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 11 DAY OF July, 2017.

MICHELLE KELLOGG
PARK CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 23rd DAY OF July, 2017.

PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 12TH DAY OF APRIL, 2017.

CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE ON THIS 12 DAY OF July, 2017.

PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17th DAY OF July, 2017.

S.B.W.R.D.

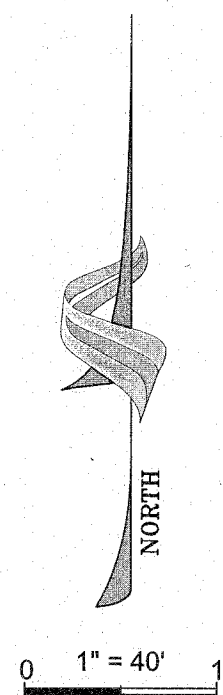
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF: FIRST AMERICAN TITLE CO

DATE 8/16/17 TIME 11:36am BOOK — PAGE —
ENTRY # 1075566 FEE \$31.00 COUNTY RECORDER C. Willmally-deputy

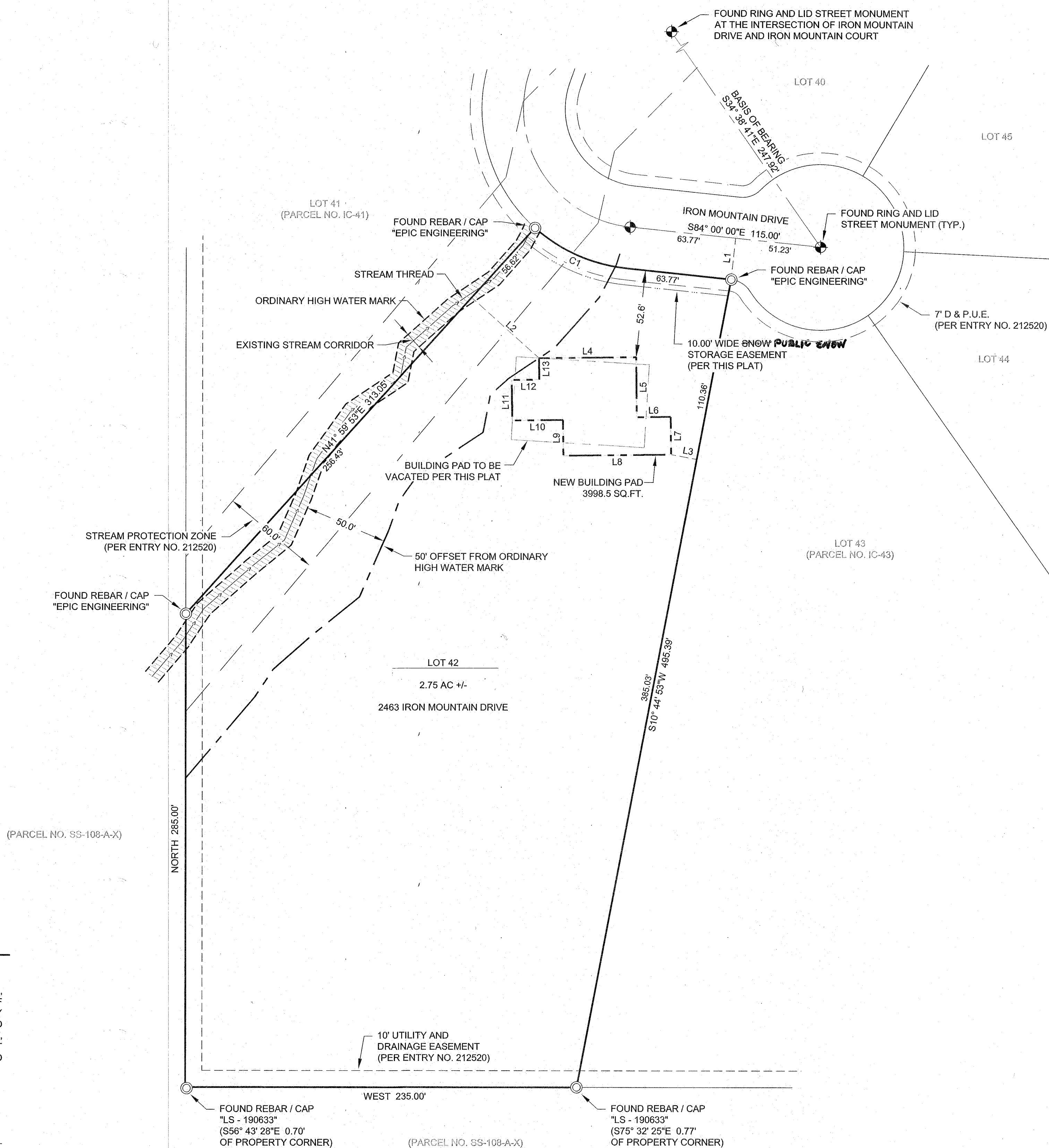
IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

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



Parcel Line Table		
Line #	Length	Direction
L1	25.00	S06°00'00"W
L2	54.43	S48°00'07"E
L3	15.64	S79°15'07"E
L4	58.35	N89°20'34"E
L5	36.07	S00°39'26"E
L6	20.39	N89°20'34"E
L7	22.80	S00°39'26"E
L8	64.73	S89°20'34"W
L9	21.56	N00°39'26"W
L10	30.46	S89°20'34"W
L11	24.35	N00°39'26"W
L12	16.46	N89°20'34"E
L13	12.95	N00°39'26"W

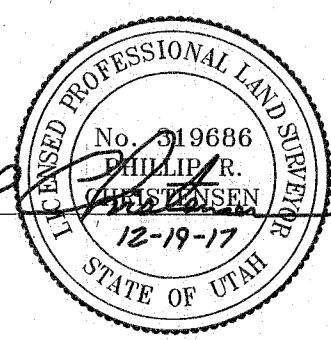
Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	60.66	96.59	35°58'54" S65°59'03"E	59.67



SURVEYOR'S CERTIFICATE

I, PHILLIP R. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 319686, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE ADJUSTED THE BUILDING PAD LOCATION AND SIZE, TOGETHER WITH A SNOW STORAGE EASEMENT, HEREAFTER TO BE KNOWN AS IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PHILLIP R. CHRISTENSEN
P.L.S. 319686



DATE DECEMBER 19, 2017

PARK CITY COUNCIL - APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: Andy B...
PARK CITY MAYOR

PARK CITY RECORDER - CERTIFICATE OF ATTEST

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: Michael Kelly
PARK CITY RECORDER

PARK CITY ATTORNEY - APPROVAL AS TO FORM

APPROVED AS TO FORM

THIS 2nd DAY OF February, 2018 A.D.

BY: Robert G...
PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

ON BEHALF OF THE PARK CITY PLANNING COMMISSION, THIS 27 DAY OF SEPTEMBER, 2017 A.D., AT WHICH TIME THIS SUBDIVISION WAS APPROVED.

BY: Steve...
CHAIR - PARK CITY PLANNING COMMISSION

PARK CITY - ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE, ON THIS 1ST DAY OF February, 2018 A.D.

BY: Mark...
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 5th DAY OF January, 2018 A.D.

BY: B. D. G...
S.B.W.R.D. REVIEWER

SUMMIT COUNTY RECORDER

STATE OF UTAH COUNTY OF SUMMIT

RECORDED AND FILED AT THE REQUEST OF:

HOWARD R. ROTHWELL

DATE 2/19/18 TIME 11:20 AM ENTRY NO. 1086169

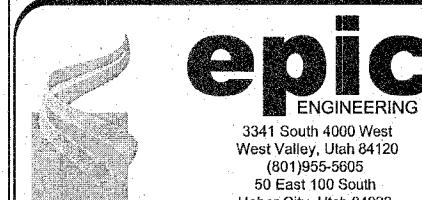
BOOK 1086169 PAGE 1 FEE \$ 31.00

BY: C. Willoughby-Deputy

SUMMIT COUNTY RECORDER

IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

NW1/4 SEC. 8, T.2S, R.4E., SLB&M,
PARK CITY, SUMMIT COUNTY, UTAH



PROJECT #: 17SM1891.25
DATE: 12/19/2017
SHEET NO: 1 OF 1

Planning Commission Agenda Item Report

Meeting Date: July 13, 2022

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: REGULAR AGENDA

Subject:

8200 Royal Street Stag Lodge Unit 50 – Condominium Plat Amendment – The Applicant Proposes to Increase the Private Ownership Area by 612 Square Feet. PL-22-05267. (10 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 1, 2022

Suggested Action:

Attachments:

[Staff Report Stag Lodges](#)

[Exhibit A: Ordinance No 2022-Xx Unit 50](#)

[Exhibit B: HOA Approval](#)

[Exhibit C: Stag Unit 50 Project Intent](#)



Planning Department

Planning Commission Staff Report

Subject: Stag Lodge Condominiums Amendments
Application: PL-22-05267 & PL-22-05268
Author: Alexandra Ananth, Sr. Planner
Date: July 13, 2022
Type of Item: Administrative – Condominium Amendments

Recommendation

(1) Review the following two Condominium Plat Amendments: Stag Lodge Phase 1 Fourth Amended Amending Unit 7, and Stag Lodge Phase 4 Third Amended Amending Unit 50; (2) hold public hearings; and (3) consider forwarding positive recommendations for City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinances (Exhibit A and Exhibit B).

Description

Applicant: Pete and Nicole Thomas (Unit 7), and Jason Andres Manasse and Hava Michelle Manasse (Unit 50), both represented by Alliance Engineering, Inc.
Location: Stag Lodge Condominiums, 8200 Royal Street East
Zoning District: Residential Development (RD), Deer Valley MPD, and inside the Sensitive Land Overlay (SLO)
Adjacent Land Uses: Residential, Resort Open Space
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council action¹

Abbreviations

MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

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

Summary

Stag Lodge Phase 1 Unit 7 is proposing to increase the private ownership of the condominium from 2,385 square feet to 3,172 square feet in three ways:

1. Enclosing the deck on the Upper Level currently shown as Limited Common which adds 45 square feet;

¹ [LMC § 15-7.1-2, Procedure.](#)

2. Adding floor space in the area designated as “OPEN” as shown on Page 2 of 6 of the First Amended Stag Lodge Phase 1 which adds 132 square feet; and
3. Adding a Loft Level which will add 610 square feet. The applicant notes that the Loft Level was part of the original construction of Unit 7 but was never incorporated into the original plat of Stag Lodge Phase 1 Unit 7.

Stag Lodge Phase 4 Unit 50 is proposing to increase the private ownership of the condominium by expanding the Lower Level indicated as Crawl Space shown on Page 2 of 3, First Amended Stag Lodge Phase 4, increasing the floor area from 3,180 square feet to 3,550 square feet.

The HOA has approved both proposed expansions (Exhibit C & D)

Background

Stag Lodge Phase 1 was originally recorded March 4, 1985, as Entry No. 321328, and includes 24 units in the Silver Lake area of Deer Valley. The Phase 1 Plat has been amended three times before:

- First Amendment Unit 13, [Ordinance 1998-41](#) (beginning on page 46), to enclose a deck as private floor area and to construct a new deck as Limited Common Area.
- Second Amendment Units 3, 4, 25 and 26, [Ordinance 2004-29](#) (beginning on page 193), to combine Units 3 and 4, and to combine Units 25 and 26.
- Third Amendment Unit 10, [Ordinance 2017-01](#), to extend a deck.

Stag Lodge Phase 4 was originally recorded July 30, 1992, as Entry No. 363084, and includes 6 units. The Phase 4 Plat has been amended three times before including:

- First Amendment Units 45, 46, 50, 51, and 52, [Ordinance 2002-18](#) (beginning on page 278), to extend Limited Common decks as Private Area.
- Second Amendment Unit 52, [Ordinance 2013-40](#), to expand Limited Common basement area as Private Area.
- Third Amendment Unit 46, [Ordinance 2019-27](#), to convert unexcavated Common Ownership to Private Area.

The property is subject to the [12th Amended Deer Valley Master Plan Development](#) as a part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD and was zoned RD-MPD at the time of the MPD approval. The Stag Lodge Condominium development is limited to a maximum of 52 units with no unit size restrictions but must continue to meet a minimum open space requirement of 60%. There are currently 52 Stag Lodge units, and the proposed amendments do not change the number of units or the footprint of the buildings.

Analysis

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC § [15-2.13](#) and the [Deer Valley MPD](#).

Both applicants are proposing to expand their units by converting common area to

private ownership, as has been done in the past by multiple other unit owners. The proposed changes to Unit 7 will enclose a deck on the Upper Level plus other internal changes. Proposed changes to Unit 50 are internal only and do not alter the footprint of the building in any way.

Both Units have two-car garages, which meets the parking requirements of LMC § [15-3-6\(A\)](#), *Parking Ratio Requirements for Residential Uses*, for Condominiums of 2,000 square feet of floor area or more.

The proposals comply with the Deer Valley MPD and Conditions of Approval of the Stag Lodge Condominiums.

Zoning Requirement	Analysis of Proposal
Setbacks	No changes
Building Height	No changes
UE's	52 Units, No changes
Parking	2 spaces, No changes
Open Space	60%, No Changes

Although the subject property is within the Sensitive Lands Overlay the Deer Valley MPD notes the following:

E. **Applicability of Sensitive Area Overlay Zone.** For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the 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.

(II) Staff Recommends Conditions of Approval to comply with the Residential Development (RD) Zoning District Requirements, the [Deer Valley MPD](#), and the Stag Lodge Condominium Plats as amended.

Staff recommends Condition of Approval #3, "All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply."

(III) There is Good Cause for the proposed Condominium Plat Amendments.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing

² LMC [§ 15-7.1-6\(C\)](#)

issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the proposed Condominium Plat Amendments to both Unit 7 and Unit 50 as the changes do not change the footprint of the buildings, will have no negative impacts to the public, do not create any non-conformities, and are consistent with previously approved Plat Amendments for the Stag Lodge Condominiums.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 28, 2022.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Alternatives

- The Planning Commission may approve the Condominium Plat Amendments;
- The Planning Commission may deny the Condominium Plat Amendments and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion.

Exhibits

Exhibit A: Draft Ordinance No. 2022-Xx (Unit 50)

Exhibit B: HOA Approval Unit 50

Exhibit C: Project Intent Unit 50

Ordinance No. 2022-XX

AN ORDINANCE APPROVING THE STAG LODGE PHASE IV THIRD AMENDED PLAT, AMENDING UNIT 50, LOCATED AT 8200 ROYAL STREET #50, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 8200 Royal Street #50 have petitioned the City Council for approval of a Plat Amendment; and

WHEREAS, on June 29, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on July 13, 2022, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on April 24, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on September 1, 2022, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Stag Lodge Phase IV Third Amended Plat, Amending Unit 50 located at 8200 Royal Street #50.

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

SECTION 1. APPROVAL. The Stag Lodge Phase IV Third Amended Plat, Amending Unit 50, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 8200 Royal Street #50.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 50 include the addition of 370 square feet to the lower level to increase the size of the unit to 3,550 square feet of Private Area
4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.
6. All changes proposed are internal and will not alter the exterior appearance of Unit 50.

7. Two parking spaces are required. Unit 50 has an existing attached two car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
10. On July 30, 1992, the original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992.
11. Additionally, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Lands Overlay but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-Xx.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR

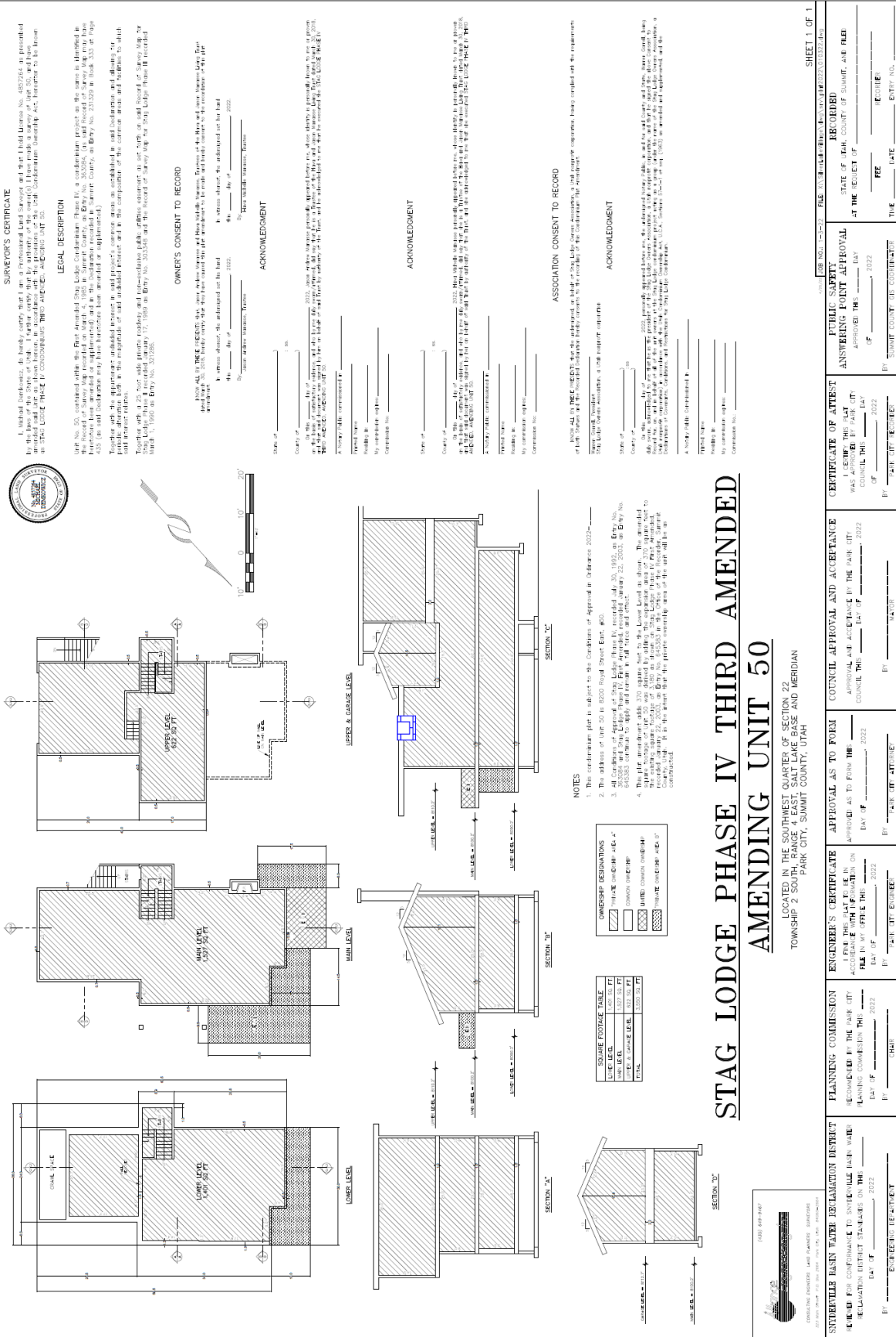
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Stag Lodge Phase IV Third Amended Amending Unit 50



STAG LODGE PHASE IV THIRD AMENDED
AMENDING UNIT 50

April 12, 2022

PROJECT INTENT

Stag Lodge Phase IV, originally recorded July 30, 1992, as Entry No. 363084, created a 6-unit condominium phase within Stag Lodge located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 50 by expanding the Lower Level as shown on Page 2 of 3, First Amended Stag Lodge Phase IV, recorded January 22, 2003, as Entry No. 645383. The area on the Lower Level is currently designated as Common Ownership and is indicated as "Crawl Space". It is proposed this new area be designated as "Private Ownership Area A".

All of the changes taking place on this proposed plat are internal and will not alter the exterior appearance of Unit 50.

Sheet 1 of 2 of Stag Lodge Phase IV, recorded January 30, 1992, as Entry No. 363084 will not be affected, as it is not being proposed to alter the footprint of the building in any way.

STAG LODGE PHASE IV THIRD AMENDED
AMENDING UNIT 50

April 12, 2022

PROJECT INTENT

Stag Lodge Phase IV, originally recorded July 30, 1992, as Entry No. 363084, created a 6-unit condominium phase within Stag Lodge located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 50 by expanding the Lower Level as shown on Page 2 of 3, First Amended Stag Lodge Phase IV, recorded January 22, 2003, as Entry No. 645383. The area on the Lower Level is currently designated as Common Ownership and is indicated as “Crawl Space”. It is proposed this new area be designated as “Private Ownership Area A”.

All of the changes taking place on this proposed plat are internal and will not alter the exterior appearance of Unit 50.

Sheet 1 of 2 of Stag Lodge Phase IV, recorded January 30, 1992, as Entry No. 363084 will not be affected, as it is not being proposed to alter the footprint of the building in any way.



Planning Department

Planning Commission Staff Report

Subject: Stag Lodge Condominiums Amendments
Application: PL-22-05267 & PL-22-05268
Author: Alexandra Ananth, Sr. Planner
Date: July 13, 2022
Type of Item: Administrative – Condominium Amendments

Recommendation

(1) Review the following two Condominium Plat Amendments: Stag Lodge Phase 1 Fourth Amended Amending Unit 7, and Stag Lodge Phase 4 Third Amended Amending Unit 50; (2) hold public hearings; and (3) consider forwarding positive recommendations for City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinances (Exhibit A and Exhibit B).

Description

Applicant: Pete and Nicole Thomas (Unit 7), and Jason Andres Manasse and Hava Michelle Manasse (Unit 50), both represented by Alliance Engineering, Inc.
Location: Stag Lodge Condominiums, 8200 Royal Street East
Zoning District: Residential Development (RD), Deer Valley MPD, and inside the Sensitive Land Overlay (SLO)
Adjacent Land Uses: Residential, Resort Open Space
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council action¹

Abbreviations

MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

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

Summary

Stag Lodge Phase 1 Unit 7 is proposing to increase the private ownership of the condominium from 2,385 square feet to 3,172 square feet in three ways:

1. Enclosing the deck on the Upper Level currently shown as Limited Common which adds 45 square feet;

¹ [LMC § 15-7.1-2, Procedure.](#)

2. Adding floor space in the area designated as “OPEN” as shown on Page 2 of 6 of the First Amended Stag Lodge Phase 1 which adds 132 square feet; and
3. Adding a Loft Level which will add 610 square feet. The applicant notes that the Loft Level was part of the original construction of Unit 7 but was never incorporated into the original plat of Stag Lodge Phase 1 Unit 7.

Stag Lodge Phase 4 Unit 50 is proposing to increase the private ownership of the condominium by expanding the Lower Level indicated as Crawl Space shown on Page 2 of 3, First Amended Stag Lodge Phase 4, increasing the floor area from 3,180 square feet to 3,550 square feet.

The HOA has approved both proposed expansions (Exhibit C & D)

Background

Stag Lodge Phase 1 was originally recorded March 4, 1985, as Entry No. 321328, and includes 24 units in the Silver Lake area of Deer Valley. The Phase 1 Plat has been amended three times before:

- First Amendment Unit 13, [Ordinance 1998-41](#) (beginning on page 46), to enclose a deck as private floor area and to construct a new deck as Limited Common Area.
- Second Amendment Units 3, 4, 25 and 26, [Ordinance 2004-29](#) (beginning on page 193), to combine Units 3 and 4, and to combine Units 25 and 26.
- Third Amendment Unit 10, [Ordinance 2017-01](#), to extend a deck.

Stag Lodge Phase 4 was originally recorded July 30, 1992, as Entry No. 363084, and includes 6 units. The Phase 4 Plat has been amended three times before including:

- First Amendment Units 45, 46, 50, 51, and 52, [Ordinance 2002-18](#) (beginning on page 278), to extend Limited Common decks as Private Area.
- Second Amendment Unit 52, [Ordinance 2013-40](#), to expand Limited Common basement area as Private Area.
- Third Amendment Unit 46, [Ordinance 2019-27](#), to convert unexcavated Common Ownership to Private Area.

The property is subject to the [12th Amended Deer Valley Master Plan Development](#) as a part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD and was zoned RD-MPD at the time of the MPD approval. The Stag Lodge Condominium development is limited to a maximum of 52 units with no unit size restrictions but must continue to meet a minimum open space requirement of 60%. There are currently 52 Stag Lodge units, and the proposed amendments do not change the number of units or the footprint of the buildings.

Analysis

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC § [15-2.13](#) and the [Deer Valley MPD](#).

Both applicants are proposing to expand their units by converting common area to

private ownership, as has been done in the past by multiple other unit owners. The proposed changes to Unit 7 will enclose a deck on the Upper Level plus other internal changes. Proposed changes to Unit 50 are internal only and do not alter the footprint of the building in any way.

Both Units have two-car garages, which meets the parking requirements of LMC § [15-3-6\(A\)](#), *Parking Ratio Requirements for Residential Uses*, for Condominiums of 2,000 square feet of floor area or more.

The proposals comply with the Deer Valley MPD and Conditions of Approval of the Stag Lodge Condominiums.

Zoning Requirement	Analysis of Proposal
Setbacks	No changes
Building Height	No changes
UE's	52 Units, No changes
Parking	2 spaces, No changes
Open Space	60%, No Changes

Although the subject property is within the Sensitive Lands Overlay the Deer Valley MPD notes the following:

E. **Applicability of Sensitive Area Overlay Zone.** For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the 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.

(II) Staff Recommends Conditions of Approval to comply with the Residential Development (RD) Zoning District Requirements, the [Deer Valley MPD](#), and the Stag Lodge Condominium Plats as amended.

Staff recommends Condition of Approval #3, "All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply."

(III) There is Good Cause for the proposed Condominium Plat Amendments.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing

² LMC [§ 15-7.1-6\(C\)](#)

issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the proposed Condominium Plat Amendments to both Unit 7 and Unit 50 as the changes do not change the footprint of the buildings, will have no negative impacts to the public, do not create any non-conformities, and are consistent with previously approved Plat Amendments for the Stag Lodge Condominiums.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 28, 2022.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Alternatives

- The Planning Commission may approve the Condominium Plat Amendments;
- The Planning Commission may deny the Condominium Plat Amendments and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion.

Exhibits

Exhibit A: Draft Ordinance No. 2022-Xx (Unit 7)

Exhibit B: HOA Approval Unit 7

Exhibit C: Project Intent Unit 7

Ordinance No. 2022-XX

AN ORDINANCE APPROVING THE STAG LODGE PHASE I FOURTH AMENDED PLAT, AMENDING UNIT 7, LOCATED AT 8200 ROYAL STREET #7, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 8200 Royal Street #7 have petitioned the City Council for approval of a Plat Amendment; and

WHEREAS, on June 29, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on July 13, 2022, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on April 24, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on September 1, 2022, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Stag Lodge Phase I Fourth Amended Plat, Amending Unit 7 located at 8200 Royal Street #7.

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

SECTION 1. APPROVAL. The Stag Lodge Phase I Fourth Amended Plat, Amending Unit 1, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 8200 Royal Street #7.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 7 include Enclosing the deck on the Upper Level currently shown as Limited Common which adds 45 square feet; Adding floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase 1 which adds 132 square feet; and Adding a Loft Level which will add 610 square feet. The applicant notes that the Loft Level was part of the original

construction of Unit 7 but was never incorporated into the original plat of Stag Lodge Phase 1 Unit 7.

4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.
6. All changes proposed are internal and will not alter the exterior appearance of Unit 7 with the exception of the enclosure of the Upper Level deck.
7. Two parking spaces are required. Unit 7 has an existing attached two car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
10. Stag Lodge Phase 1 was originally recorded March 4, 1985, as Entry No. 321328, and includes 24 units in the Silver Lake area of Deer Valley.
11. Several Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Lands Overlay but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-Xx.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Stag Lodge Phase I Fourth Amended Amending Unit 7

LEGAL DESCRIPTION

[illegible]

PARCEL 2
Together with a 25 foot wide Private Roadway and non-exclusive public utility easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 7, 1989, as Entry No. 203348, and the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990, as Entry No. 327285.

KNOW ALL THE PARTIES PRESENTS that, Nicole Marie R. Thomas and Dece M. Thomas, as Trustees under the Third Amendment and Restatement of the Nicole Marie R. Thomas Revocable Trust Agreement, dated August 26, 2011, hereby certify that they have caused this plan amendment to be made and filed in compliance with the requirements of this trust document.

In witness whereof, the undersigned set her hand
this _____ day of _____, 2022.

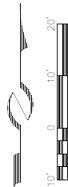
Length of

[illegible]

Step 01

[illegible]

OWNERSHIP DESIGNATIONS	
	PRIVATE OWNERSHIP - E.A. 5
	COMMON OWNERSHIP
	UNITED COMMON OWNERSHIP
	PRIVATE OWNERSHIP - E.A. 5



KNOW ALL BY THESE PRESENTS, that the undersigned, on behalf of Say Lodge Chapter Association, a Utah nonprofit corporation, having complied with the requirements of said Statute and the Recorded Declaration hereby certifies to the recording of this Declaration for the Association.

Steven Correll, President:
Lodge Owners Association, a Utah not-for-profit corporation

State of _____)
County of _____) ss:

On this day of _____, 2022, personally appeared before me, the undersigned Notary Public, in and for said County and State, Warren Grant, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Owners Association, a Utah nonprofit corporation, and that he signed the above Certificate to Recertify me, and a holder of all of the unit owners at the Stag Lodge condominium project, consisting of a group (under the name of the Stag Lodge Owners Association, a Utah nonprofit corporation) in accordance with the Utah Condominium Act, Utah C.A.S. Sections 33-1-1 through 33-1-10, and the Declaration of Condominium, and the Declaration of Condominium, and

- NOTES**
- The confidentializer plan is subject to the Conditions of Approval in Ordinance 2002-_____. The address of the plan is 12020 Royal Street, Suite #2.
- All Confidentializer of the City of Los Angeles, recorded March 4, 1988, as Entry No. 243539 and Stop-Light Plan, Part 1 recorded, recorded January 17, 2003, as Entry No. 243539, otherwise to apply and remain in full force and effect.
- This plan amends all other plans to be filed with the City Clerk by obtaining the Amended Record of Survey Map of Stop-Light Plan, recorded January 17, 2003, as Entry No. 243539, and the Amended Record of Survey Map of Stop-Light Plan, recorded January 17, 2003, as Entry No. 243539.
- The first paragraph shall be the Lot 600 with depth coverage of 600 square feet. It appears that the Lot 600 is part of the titled certificate of map 2 and was once owned by the City of Los Angeles, as evidenced by the recorded Survey Map of Lot 600, No. 243539, in the Office of the Recorder, Survey County, dated 4, 1985, as Entry No. 243539.
- The recorded exchange because of map 2 was done by obtaining the exchange area of 7819 square feet by the existing subdivision 2,285, as shown in Stop-Light Plan, Part 1, as shown in the recorded Survey Map of Stop-Light Plan, Part 1, recorded January 17, 2003, as Entry No. 243539. It is the intent that the private owned part of the map will be a

STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



STEWARTVILLE DRAIN WATER RELATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	JUDICIAL SALES	RECORDED
REVIEWED FOR CONFORMANCE TO STEWARTVILLE DRAIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2022	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THE DAY OF _____, 2022	FILED IN MY OFFICE THIS _____ DAY OF _____, 2022	APPROVED AS TO FORM THIS _____ DAY OF _____, 2022	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022	WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2022	ATTEST	RECORDED
BY _____ ENGINEERING, INC./ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	DATE	FILED NO.
						DATE	FILED NO.

STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7

April 27, 2022

PROJECT INTENT

Stag Lodge Phase I, originally recorded March 4, 1985, as Entry No. 231328, created a 24-unit condominium phase within the Stag Lodge development located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 7 as shown in the First Amended Record of Survey Map of Stag Lodge Phase I, recorded January 17, 2003, as Entry No. 645059 in the Office of the Recorder, Summit County, Utah in three ways: 1) enclosing the deck on the Upper Level currently shown as Limited Common, 2) adding floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase I, and 3) adding a Loft Level. It appears that this Loft Level was part of the original construction of Unit 7 and was never incorporated into the original plat of Stag Lodge Phase I.

The deck area to be enclosed will add 45 square feet, adding floor space in the "OPEN" area will add 132 square feet and the Loft Level will add 610 square feet to the Private Ownership Area A. This will increase the Private Ownership Area A from 2,385 square feet to 3,172 square feet.

02-18

STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7

April 27, 2022

PROJECT INTENT

Stag Lodge Phase I, originally recorded March 4, 1985, as Entry No. 231328, created a 24-unit condominium phase within the Stag Lodge development located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 7 as shown in the First Amended Record of Survey Map of Stag Lodge Phase I, recorded January 17, 2003, as Entry No. 645059 in the Office of the Recorder, Summit County, Utah in three ways: 1) enclosing the deck on the Upper Level currently shown as Limited Common, 2) adding floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase I, and 3) adding a Loft Level. It appears that this Loft Level was part of the original construction of Unit 7 and was never incorporated into the original plat of Stag Lodge Phase I.

The deck area to be enclosed will add 45 square feet, adding floor space in the "OPEN" area will add 132 square feet and the Loft Level will add 610 square feet to the Private Ownership Area A. This will increase the Private Ownership Area A from 2,385 square feet to 3,172 square feet.

Planning Commission Staff Report



Subject: 1115 Aerie Drive
Applications: PL-21-05101
Authors: Browne Sebright, Alex Ananth
Date: July 13, 2022
Type of Item: Administrative -Private Recreation Facility Conditional Use Permit

Recommendation

Review the proposed 1115 Aerie Drive Private Recreation Facility Conditional Use Permit; (II) conduct a public hearing, and (III) consider denying the Private Recreation Facility Conditional Use Permit subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Wade Budge, Snell & Wilmer (Applicant Representative)
Location: 1115 Aerie Drive
Zoning District: Estate
Adjacent Land Uses: Residential, Open Space
Reason for Review: The Planning Commission reviews and takes final action on Conditional Use Permits¹

CUP Conditional Use Permit
ACUP Administrative 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

The applicant proposes to modify an existing sports court (a Private Recreation Facility) that was constructed outside of the existing Building Pad indicated on the Overlook at Old Town Subdivision Plat. The applicant is proposing to modify the as-built sports court by reducing the size. The sports court was built without a building permit and crosses property lines. The applicant also seeks to accommodate already constructed retaining walls, benching, and terracing to mitigate the construction across property lines. Concurrently, the applicant has submitted an Administrative Conditional Use Permit for retaining walls greater than six feet in height which will be heard on July 29, 2022. The Applicant plans to either record an easement or submit a Lot Line Adjustment/Plat

¹ LMC [§ 15-1-8\(G\)](#).

Amendment to address construction across property lines, dependent on the outcome of the CUP and Administrative CUP.

On June 17, 2022, the applicant filed a Request for Final Action, under Utah Code § 10-9a-509.5(2)(b), for Park City's land use authority to take final action on the Administrative CUP for retaining walls greater than six feet in height. Because the proposed relocated retaining wall is located directly adjacent to the resized sports court pad, staff recommends that the Planning Commission review the Private Recreation Facility CUP and provide input prior to the Administrative public hearing on the ACUP for retaining walls.

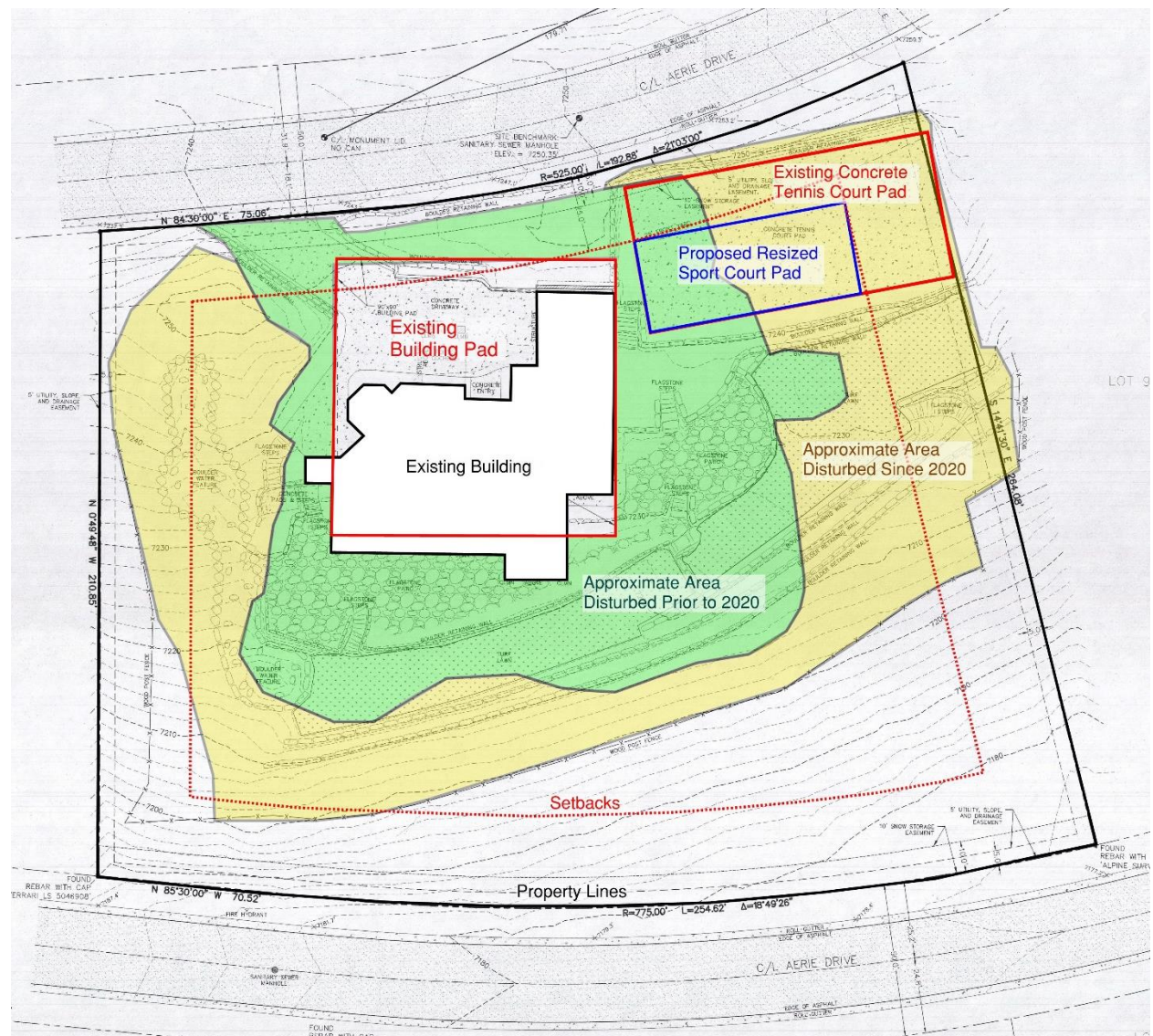


Figure 1. Development Conditions for 1115 Aerie Drive.
Source: Applicant's Existing Condition Survey, Emphasis Added by Staff

Background

1115 Aerie Drive is Lot 8 of the Overlook at Old Town subdivision. The area included in the Overlook at Old Town subdivision has been in Park City Municipal boundaries since 1970.² The subdivision is located on Aerie Drive within the two switchbacks of the road. 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 home. There was some variety in the front setback of each Building Pad. Driveway locations were fixed at the time of the original approval.

The Overlook at Old Town subdivision has a long history. Originally part of the settlement agreement between the City and Nielson/Korthoff, the property was subject to a small-scale MPD. The City Council overturned the Planning Commission's denial of the MPD on June 17, 1993 and approved a 12-lot MPD. A Sketch and Preliminary plat were approved by the Planning Commission on September 8, 1993, with a final plat recommended by the Commission on September 23, 1993. The City Council approved the final plat on October 7, 1993. The plat was amended to a ten-lot subdivision (splitting off the two Korthoff lots) and recommended by the Planning Commission on April 13, 1994 and approved by the City Council on April 21, 1994. The two Korthoff lots were added back by plat amendment in December of 1998. The subdivision has been known by several names: first the Neilson/Korthoff subdivision, then the Hearthstone subdivision, and finally the Overlook at Old Town subdivision.

On November 10, 1998, the City issued Building Permit B98-04301 for the construction of a detached single-family house on the lot (Exhibit M). On May 20, 1999, the City issued Building Permit B99-04788 for the construction of a retaining wall on the property. The permit included a cross-section of the wall showing the maximum height of 4 feet.

On April 14, 1999, the Planning Commission heard a proposed MPD amendment to replat the Hearthstone subdivision to eliminate fixed building pads during a work session. The Planning Commission did not take action, but all Commissioners either could not see a reason to change the Building Pad limitation or would have supported reconfiguring the Building Pad to a different location rather than expanding the pads. The application was not heard again and was either withdrawn or expired due to lack of action.

On October 7, 2016, the City issued Grading Permit GR-16-13414 for work on the existing retaining wall in the front setback immediately adjacent to the driveway.

On January 21, 2021, a landscaping company applied for a Grading/Landscaping permit (Permit #21-122) to replace three retaining walls not to exceed 4' in height on the northeast corner of the property. In the notes approving the permit, Building staff noted that engineering would be required for walls 4' or higher, that no other scope was covered by the permit, and that patios would need a separate permit. Planning staff

² [Park City General Plan, p. 23.](#)

noted that retaining walls would need to be set back 10' from the curb so that they would not encroach into the 10' snow storage easement along Aerie Drive. Planning staff also noted that all disturbed areas must be re-vegetated and that no Significant Vegetation was proposed to be approved or removed.

On September 8, 2021, the Code Enforcement division issued two stop-work orders (CE-21-01142 and CE-01143) for working outside of scope and without a permit for a sports court. At that time, staff identified that construction activity that was done without a permit crossed property lines into the neighboring Lot at 1039 Aerie Drive. On October 1, 2021 (Exhibit O), and February 25, 2022 (Exhibits P and Q), City staff issued letters to the property owner outlining code compliance issues with the property and options for compliance.

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
- A Conditional Use Permit for Private Recreation Facilities

The owner has submitted explanations describing that he was not aware that his landscaper's actions were so out of compliance with existing restrictions and permit requirements. He is now trying to achieve compliance with both his adjacent neighbor and the City.

On March 15, 2022, the applicant submitted a land use application to amend the Plat for the property:

- A Plat Amendment to adjust lot lines and to expand the platted Limits of Disturbance

On June 6, 2022, the applicant indicated that they wished to move forward with the Administrative CUP for retaining walls and CUP for the Private Recreation Facility as soon as possible, without moving forward on the Plat Amendment application at this time.



Figure 1. Pre-Development Conditions for 1115 Aerie Drive.
Source: Summit County Parcel Viewer, Emphasis Added by Staff



Figure 2. Post-Development Conditions for 1115 Aerie Drive.
Source: Summit County Parcel Viewer, Emphasis Added by Staff

Analysis

(I) The proposed Private Recreation Facility Conditional Use Permit does not comply with the Previous MPD Conditions of Approval.

During the MPD process and subsequent sketch, preliminary, and final plat reviews, restrictions were placed on the Hearthstone subdivision regarding visibility of houses built on the lots, maximum house size, driveway locations, turnarounds, and front setbacks. Restrictions were noted on the original plat as typical 90' x 90' building pads, and as a Condition of Approval for the MPD.

In the Notice of City Council Action letter dated August 19, 1993 (Exhibit G), 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.[11](#)

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. 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.

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.

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.

The current definition of Limits of Disturbance is, "the designated Area in which all Construction Activity must be contained".³ Staff's interpretation is that the original plat restrictions intended for there to be limitations placed on each lot to minimize the impact of Construction Activity on lots containing steep slopes and significant vegetation. 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 was constructed outside of the scope of the Grading/Landscaping Permit #21-122. Also, limits of disturbance were not addressed in the final plat approval for the whole subdivision.

³ LMC § [15-15-1](#)

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. On April 1, 2022, Planning staff communicated that it would be appropriate for the Applicant to proceed with the Private Recreation Facility CUP application should the applicant also proceed with a Plat Amendment application that establishes separate Limits of Disturbance for landscaping, as outlined in the 1993 MPD Conditions of Approval. The applicant has submitted a Plat Amendment application with proposed limits of disturbance but has chosen not to move forward with that application at this time.

Staff indicated that we would support the Applicant's proposal for adding landscaping Limits of Disturbance (LOD) on the plat, as it would address several existing issues on the property, such as the existing building partially located outside of the Building Pad. However, due to the significant impacts to sensitive lands, as outlined in Analysis III, Planning staff found that enlarging the size and scope of the landscaping LOD inclusive of areas that were formerly Steep Slopes and Very Steep Slopes would not encourage the preservation of environmentally sensitive lands or be a good precedent for sustainable development in the subdivision. Therefore, the owner chose to move forward seeking a decision on the sports court CUP only at this time.

(II) The proposal complies with the Estate Zoning District Requirements outlined in LMC Section [15-2.10-3](#).

1115 Aerie Drive is in the Estate Zoning District. LMC Section [15-2.10-2\(B\)](#) requires a Conditional Use Permit for Private Recreation Facilities in the Estate Zoning District and LMC Section [15-4-2\(A\)\(1\)](#) requires an Administrative Conditional Use Permit for retaining walls that exceed four feet in height in the Front Setback and six feet in height in the Side and Rear Setbacks.

The owner has submitted two additional applications in conjunction with the Plat Amendment. First, is a Conditional Use Permit for a Private Recreation Facility, and second is an Administrative Conditional Use Permit for retaining walls that exceed four feet in height within a Front Setback, pursuant to LMC Section [15-4-2\(A\)\(1\)](#), *Fences and Retaining Walls*.

In the Private Recreation Facility Conditional Use Permit, the applicant has proposed to reduce the size of the already-constructed sports court, and to change the location of the retaining walls to be outside of the required setbacks:

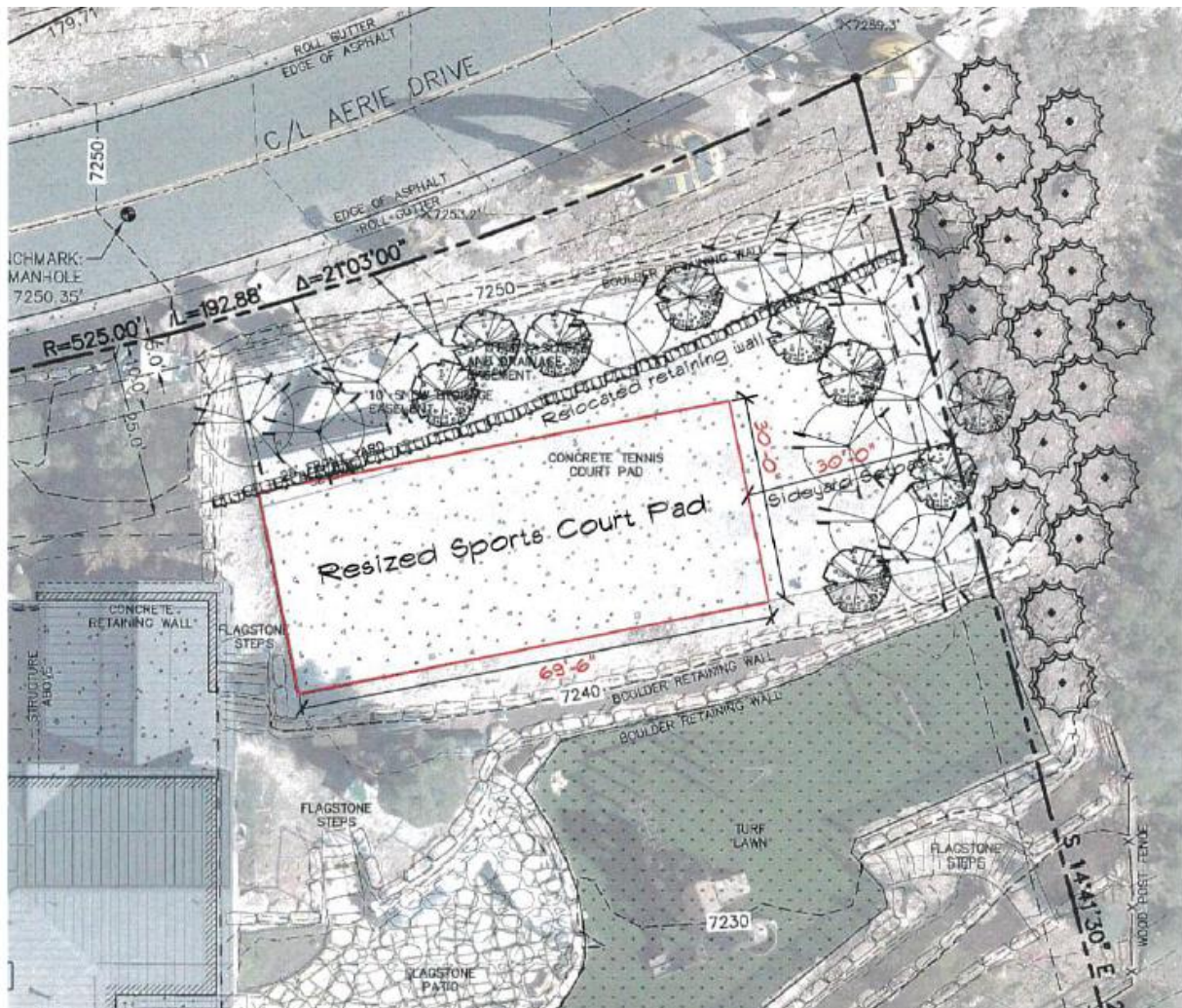


Figure 5. Proposed Resized Sports Court Pad
Source: Applicant's Submittal (Exhibit C)

LMC Section [15-2.10-3](#) requires the following Lot and Site Requirements in the Estate Zoning District:

Zoning Requirement	Analysis of Proposal
Lot Size and Density The minimum Lot size for all Uses is three (3) acres, except that a duplex requires a minimum Lot size of six (6) acres. The Planning Commission may reduce the minimum Lot size during review of a Master Planned Development or Subdivision Plat to encourage clustering of Density. The maximum Density is one (1) unit per three (3) acres.	Complies Lot 8 Current Size: 70,131 SF (1.61 Acres) Lot sizes are compliant due to previous MPD approval, where the owner donated 16.18 acres to Park City Municipal Corporation and allowed the acreage to be credited to Lots 1-11 to satisfy the Estate Zoning Lot Size requirement. The subdivision density remains unchanged.

Lot Width - 100 feet	Complies Lot 8 Current: 271 Feet
Setbacks – All setbacks are 30 feet, per the Estate Zoning District⁴ Per the Plat Notes, the Front Setback for Lots 8 and 9 are 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 driveways 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.⁵	Lot 8 Front (N): 25 Feet Rear (S): 50 Feet Side (E): 30 Feet Side (W): 66 Feet Although the house complies, the applicant must apply for an ACUP for retaining walls in the front and side setbacks.

(III) The proposal does not comply with the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#).

The Applicant proposes Conditional Use Permit approval for a 2,085-square-foot Private Recreation Facility. The Applicant has not yet identified the proposed use for the already-constructed 2,085-square-foot concrete pad but has inquired about using it as a pickleball court or a basketball court.

LMC § [15-2.10-2\(B\)](#) establishes a Private Recreation Facility as a Conditional Use in the Estate Zoning District. 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. Private Recreation Facility was designated a Conditional Use in the Estate Zoning District prior to the 2022 LMC Amendments specific to Pickleball Courts. Prior to these 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, and similar facilities for the Use by

⁴ LMC Section [15-2.10-3](#)

⁵ LMC Section [15-2.10-3\(D, E & F\)](#)

Owners and guests.”

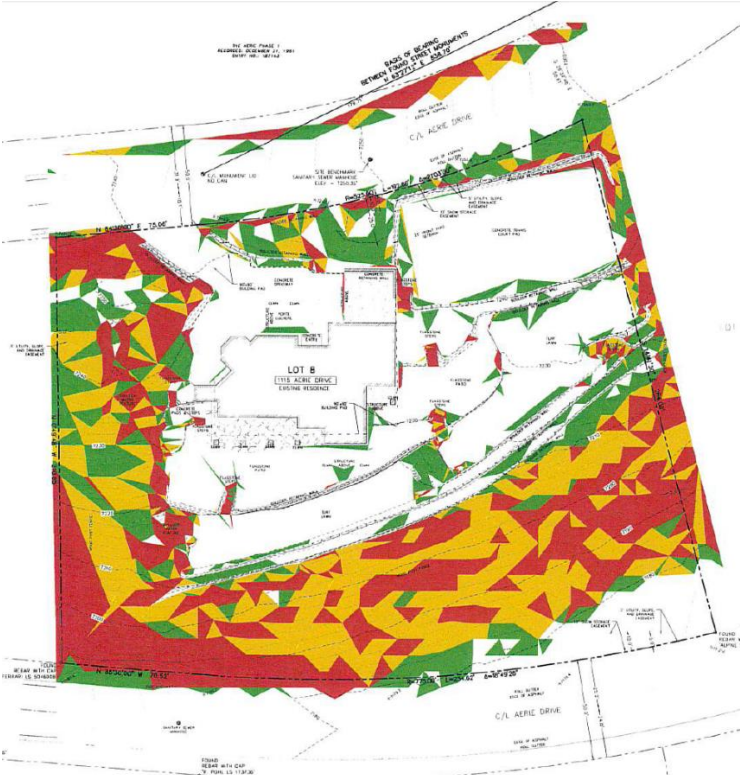
There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

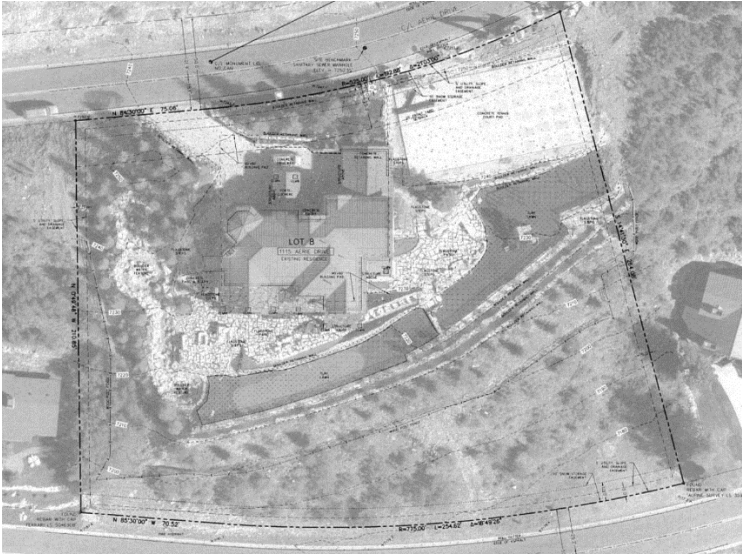
The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed 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	The area that has been disturbed on the lot constitutes approximately 55% of the total lot area, or 39,766 square feet. This significantly exceeds the original intent of the MPD which limited construction activity to an 8,100 square foot Building Pad.
Traffic considerations including capacity of the existing Streets in the Area	No change.
Utility capacity, including Storm Water run-off	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 current 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. No drainage analysis has been provided by the applicant.
Emergency vehicle Access	No change.
Location and amount of off-Street parking	A Private Recreation Facility generates a parking demand of 1 space per 4 persons maximum rated capacity. ⁶ This in addition to the 2 spaces required for a Single-Family Dwelling generates a parking requirement of 3 spaces. The capacity of the existing garage is 3 vehicles, with additional parking space in the driveway, outside of the setbacks of 7 vehicles (Exhibit N).
Internal vehicular and pedestrian circulation system	The project introduces extensive external circulation in the newly terraced rear and side yards, which are

⁶ LMC Section [15-3-6](#)

	visible from the south and west outside of the established Building Pad.
Fencing, Screening, and landscaping to separate the Use from adjoining Uses	The applicant proposes 11 quaking aspen trees, 9 Austrian pine trees, and 19 gamble oak trees to provide screening to the sports court from the northeast. The rest of the development on the site will remain visible from the south and west, which is not in keeping with other lots in the subdivision. The Applicant's submitted vegetative cover map (Exhibit K) is a black-and-white aerial photo that does not identify specific vegetation. 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 (1) 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 1115 Aerie Drive contains 70,131 SF (1.61 Acres). Because landscaping Limits of Disturbance have not been established for this Lot, staff are unable to calculate the Maximum Turf or Lawn Area pursuant to the Land Management Code. Based on the submitted Record of Survey (Exhibit B), approximately 5,773 SF of the Lot is Turf or Lawn Area.
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	No change to building mass.
Usable Open Space	See Analysis II above.
Signs and lighting	No new signs or lighting are proposed or approved. The applicant has not submitted a lighting plan.
Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing	Staff has noted that at least three other properties in the Overlook at Old Town subdivision have landscaped portions of their property outside of the designated Building Pads. Staff estimates that the area disturbed on those properties ranges from approximately 15,000 SF to 25,000 SF. The proposed disturbance to be retained at 1115 Aerie Drive is approximately 39,766 SF.

Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site	The applicant has not identified the intended use of the sports court. Depending on the use, there may be additional noise considerations that would need to be studied and mitigation measures proposed.
Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas	No changes proposed.
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	No changes in ownership for Lot 8 proposed. The Applicant has stated that there is an agreement between the property owners that either an easement or a “sale” of the property will happen, in accordance with the approval from the city. The Applicant states that this would be finalized in conjunction with approvals from the city.
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	The project is not located in the Soil Ordinance area. The applicant has provided the slope map, below, that depicts the slope of post-development conditions for Lot 8. Steep Slopes are shown in green and yellow, and Very Steep Slopes are shown in red.  Figure 6. Slope Map Post Recent Development

	Source: Applicant's Submittal (Exhibit J)  Figure 7. Vegetative Cover Map Post Recent Development Source: Applicant's Submittal (Exhibit K) Both the 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 Vegetative 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 most 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 (see Figure 1). The proposed Recreation Facility is not located within any protected Ridge Line Areas. The property is also not visible from any designated Vantage Points. The closest Vantage Points are the intersection of Main Street and Heber Avenue, and the Park City Ski Area Base. From both locations, the property is located behind intermediate hills. The lot contains protected wetlands, stream corridors, irrigation ditches, or Waters of the United States.
Reviewed for consistency with	The property is located in the Masonic Hill

the goals and objectives of the Park City General Plan	neighborhood of the General Plan.⁷ 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”. These elements are described in Goal 4⁸ of the General Plan, <i>Open Space</i>, and Objective 4D emphasizes to minimize further land disturbance and conservation or remaining undisturbed land areas to development to minimize the effects on neighborhoods.
--	---

(IV) The Development Review Committee identified Engineering issues that may require Conditions of Approval.

On January 11, 2022, the Development Review Committee reviewed the Conditional Use Permit application for a Private Recreation Facility and the Administrative CUP application for retaining walls exceeding 4’ within the Front Setback. The Engineering Division noted that the applicant needed to identify any encroachments into Snow Storage Easement and how they would be resolved, and that the applicant would need to provide a series of engineering reports. These reports include a geotechnical report, structural calculations, and slope stability analysis. The Applicant provided these documents, included in Exhibit H and Exhibit I.

These documents have been reviewed by the Engineering Division and have been determined to be sufficient for review. Engineering staff communicated that approval of the Administrative CUP for retaining walls is appropriate because it provides additional stabilization for Aerie Drive, which was a concern at the time of the stop-work orders. The applicant has not provided additional drainage or stormwater runoff calculations for Engineering review. Therefore, it is undetermined if the addition of impervious surfaces has been adequately mitigated in the applicant’s proposal.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Staff recommends denial of the CUP for a Private Recreation Facility due to a lack of submitted information to date.

⁷ [General Plan](#), p. 223-231

⁸ [General Plan](#), p. 52-53

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

Public Input

Staff has received three public comments from neighbors of the project, included in Exhibit R. The comments raised concerns with how close the sports court is to Aerie Drive, and that the construction appears to extend into setbacks. The comments also raised concerns regarding whether the lighting of the court and landscaping at night is compliant with the Land Management Code. The applicant has not provided a lighting plan as part of this application. The comments also addressed the impact of the construction activity on the neighborhood.

Exhibits

Attachment 1: Draft Final Action Letter

Exhibit A: Letter of Intent

Exhibit B: Record of Survey

Exhibit C: Sport Court Plans

Exhibit D: Approved Site Plan (Permit #21-122)

Exhibit E: Hearthstone Subdivision Plat

Exhibit F: Nielsen Korthoff Properties Small Scale MPD Final Action Letter

Exhibit G: Construction Photos

Exhibit H: Focus Engineering Boulder Wall Technical Report

Exhibit I: Alliance Engineering Rock Wall Inspection

Exhibit J: Slope Map

Exhibit K: Vegetative Cover Map

Exhibit L: Visual Analysis

Exhibit M: 1998 Building Plan Set

Exhibit N: Parking Plan

Exhibit O: 10.01.2021 Letter Outlining Code Compliance Issues

Exhibit P: 2.22.22 Letter Outlining Land Management Code Compliance Issues

Exhibit Q: 2.25.22 Addendum Letter

Exhibit R: Public Comments



Planning Department

July 13, 2022

Wade Budge
6706 Norway Rd
Dallas, TX 75230
801-257-1909

CC: Gary Sutton (1115 Aerie LLC)

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:



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.



Planning Department

- 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 Vegetative 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 most 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



Planning Department

- 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*



Planning Department

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 Browne Sebright or email browne.sebright@parkcity.org

Sincerely,

John Phillips, Planning Commission Chair

CC: Browne Sebright



Planning Department

DRAFT

Snell & Wilmer

15 WEST SOUTH TEMPLE
SUITE 1200
GATEWAY TOWER WEST
SALT LAKE CITY, UT 84101
801.257.1900 P
801.257.1800 F

Wade R. Budge, P.C.
wbudge@swlaw.com

December 20, 2021

Gretchen Milliken
Planning Director
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Re: Land Management Code Compliance – 1115 Aerie Dr.; Lot 8, The
Overlook at Old Town

Dear Ms. Milliken,

On behalf of 1115 Aerie, LLC, the property owner of Lot 8, the Overlook at Old Town, parcel number – OOOT-HSTONE - 8, we would like to submit the attached applications for: a) an administrative conditional use permit for the landscaping walls over six feet (6') and c) a conditional use permit for private recreation facilities, while simultaneously submitting the c) building permit for landscaping site work via the online portal (submitted via Don Sargent). These applications are being made in response to the letter the property owner received regarding work that was commenced without a permit and dated October 1, 2021 and Park City's Land Management Codes: a) § 15-4-2 (Building permit for landscaping/retaining walls), b) § 15-2.10-2.B (Administrative conditional use permit for retaining walls over 6'), and c) § 15-2.10-2.B (Conditional use permit for private recreation facilities).

We are seeking to bring the site work that was done at 1115 Aerie Drive into compliance with Park City regulations. Since receiving the letter identified above, we have negotiated and obtained an easement from the neighbor to the east, parcel OOOT-HSTONE - 9. This easement allows the retaining walls and landscaping features that encroach on their property to remain. We have also worked with city staff, engineers and landscape architects to revise the plans and scope of work to be completed. This includes, removing the previously installed sports court from the front setback, reducing the size of the sports court, and increasing the amount of vegetative cover/screening in the front of the house.

As stated above, our sole desire is to bring the improvements that were started into compliance. We hope the timeliness of our response and completeness of our application shows

Gretchen Milliken
December 20, 2021
Page 2

our willingness to work with the City. It is unfortunate that the property owner was provided false information, that the permits were obtained for the work and that the improvements met Park City regulations. However, the property owner takes responsibility for the oversight and has been diligent in resolving the issues identified by the City.

As required by Park City Land Management Code, we have included the following as attachments to this letter:

1. Completed application forms for the administrative conditional use permit, and the conditional use permit. (Exhibits A & B)
2. Verification of ownership and authority to act on behalf of Aerie Dr. LLC. (Exhibits C & D)
3. A detailed and dimensioned as-built site plan identifying the landscaping, private recreation facilities and retaining walls. Including, a sports court exhibit showing the proposed modification of the tennis court pad, relocation of the front boulder rock retaining wall and landscaping screening. (Exhibits E & G)
4. Engineering report of the rock wall installations. (Exhibits F)
5. A vegetative cover map. (Exhibits H)
6. A slope and topographic map. (Exhibits I)
7. Visual assessment showing the property and improvements from the identified vantage points. (Exhibits J)
8. The names and addresses of property owners within 300 feet of this parcel. (Exhibits K)

As you review the application materials you will note that, with the proposed modifications of the work that has been completed, the improvements meet the standards found in Park City LMC for conditional use permits, § 15-1-10.D. The improvements comply with the setback, applicable Sensitive Land Ordinance requirements and design requirements. The use, specifically recreation facilities including, a playground, sports court, hot tub (this replacing one that was already there), putting green and picnic area are all private residential uses that are compatible with the neighboring structures and uses. Additionally, the impacts of the development are being heavily mitigated through increased vegetative plantings and the modification of the installed improvements. We have provided a slope analysis that shows only the southwest corner of the lot would meet the “prohibitions” standard of the code for a very steep slope (an area with a rise of at least twenty-five feet (25') vertically and a run of at least fifty feet (50') horizontally) per Park City LMC § 15-2.21-3 (See Exhibit I). Finally, we have prepared a visual analysis that shows the proposed improvements on this lot are not visible from any of the Vantage Points identified in Park City LMC § 15-2.21-3.A.4.

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

Snell & Wilmer

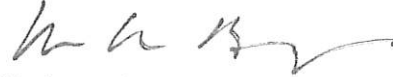
Gretchen Milliken
December 20, 2021
Page 3

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 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.

We look forward to working with Park City Staff and Planning Commission as we continue through the application process. We welcome any opportunity to meet with staff or the Planning Commission in a work meeting in order discuss the details of our application, before holding the public hearing.

If you have any questions or concerns, please feel free to reach out to me or Jason Boal at 801-257-1917.

Very Truly Yours,
SNELL & WILMER



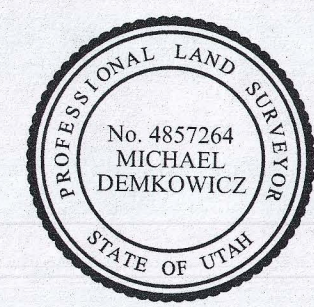
Wade Budge, P.C.

cc. Gary Sutton
Don Sargent

LOT 8

THE OVERLOOK AT OLD TOWN

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

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

LEGAL DESCRIPTION

All of Lot 8, THE OVERLOOK AT OLD TOWN (FORMERLY KNOWN AS HEARTHSTONE SUBDIVISION); according to the official plat thereof, on file and of record in the Summit County Records Office

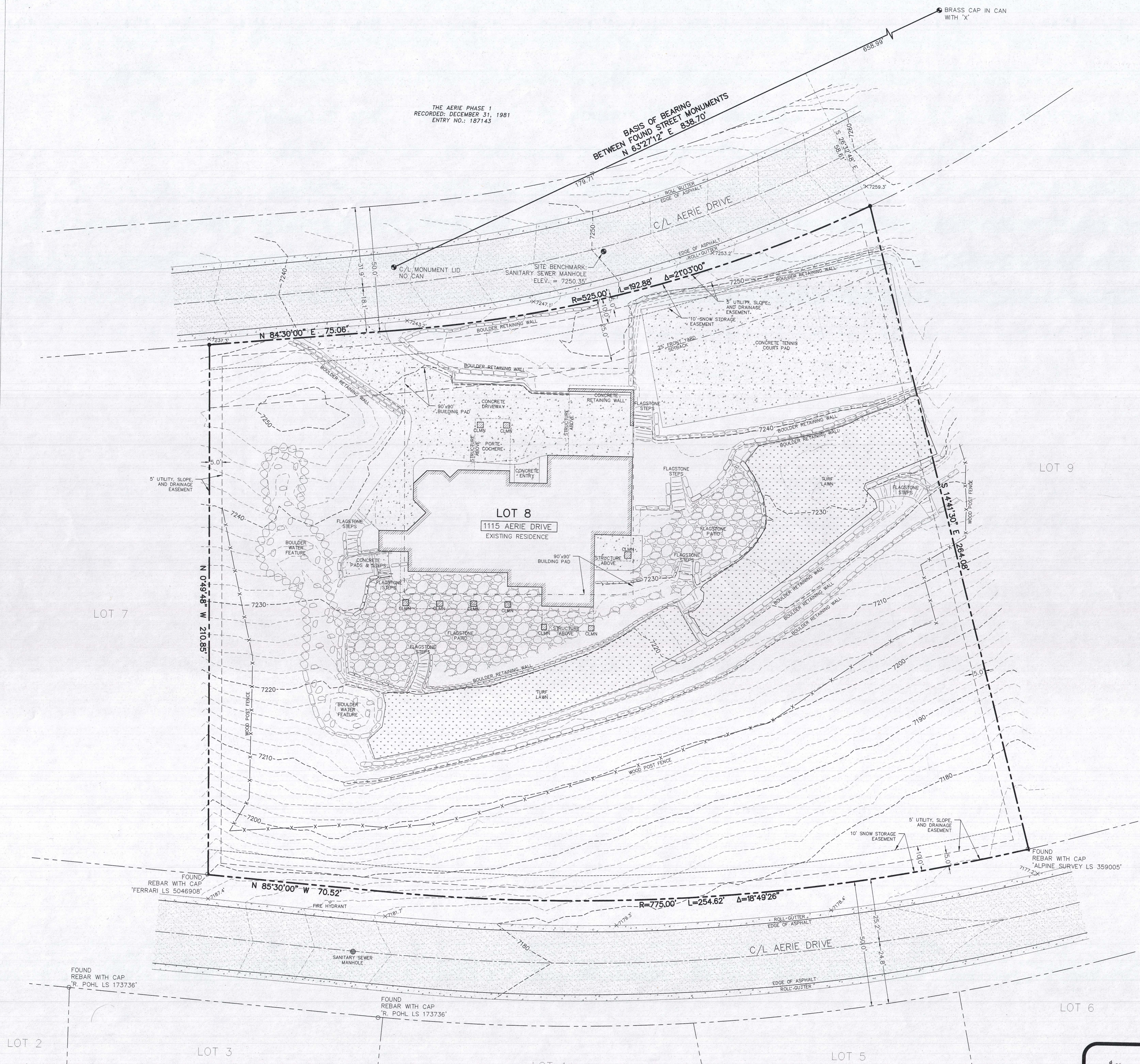
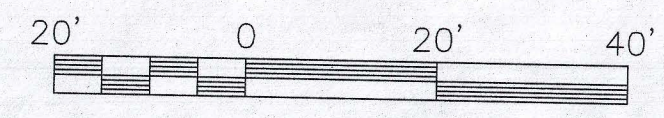
NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was performed September 14, 2021, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the purpose of improvements encroaching outside of the property.
4. A Title Report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Records of Survey S-7553, S-8421 and S-10314, The Overlook at Old Town (formerly known as Hearthstone Subdivision) Entry No. 406518, (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: sanitary sewer manhole, Elevation=7250.35' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found and set as shown.

DRAFT
FOR
REVIEW

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)
- ◆ Found Section monument (As-Noted)
- ◇ Not-Found Section monument (As-Noted)



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: MICHAEL DEMKOWICZ DUSTIN CARRISH BRANDON HOXER	EXISTING CONDITIONS & TOPOGRAPHIC MAP 1115 AERIE DRIVE PARK CITY, UTAH	SHEET 1 OF 1
			FOR: GARY SUTTON	
			JOB NO.: 3-9-21	
	DATE: 9/22/21	FILE: X:\Aerie\dwg\sr\svy2021\030921-Aerie Lot 8\030921-ros.dwg		

Exhibit E

Modified Sports Court Plans



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.

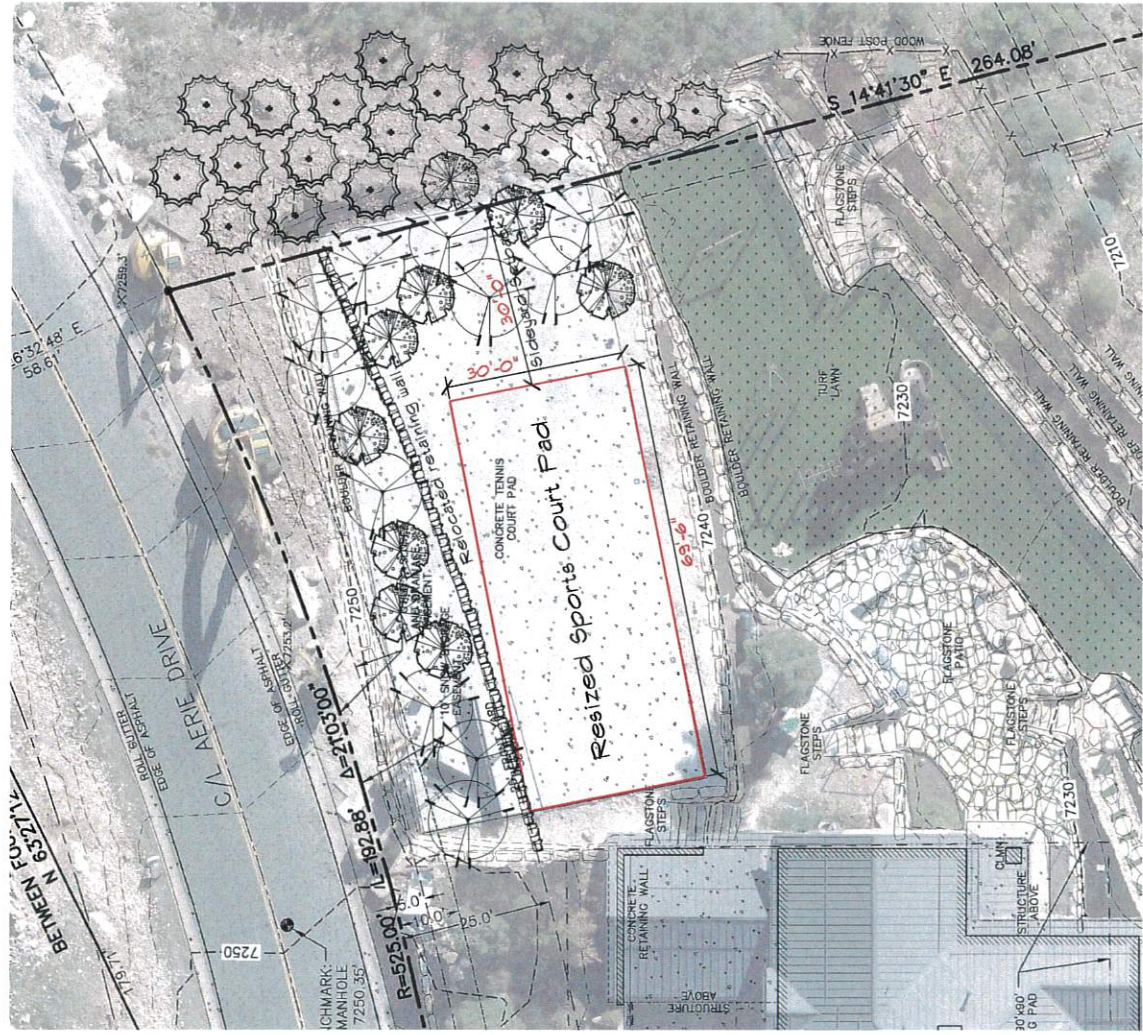
PROPOSED PLANT MATERIALS:

- 9 - Austrian Pine (or equivalent)

19 - Gamble Oak (or equivalent)

11 - Quaking Aspen (or equivalent)

SPORTS COURT EXHIBIT
SCALE: 1" = 20'-0"



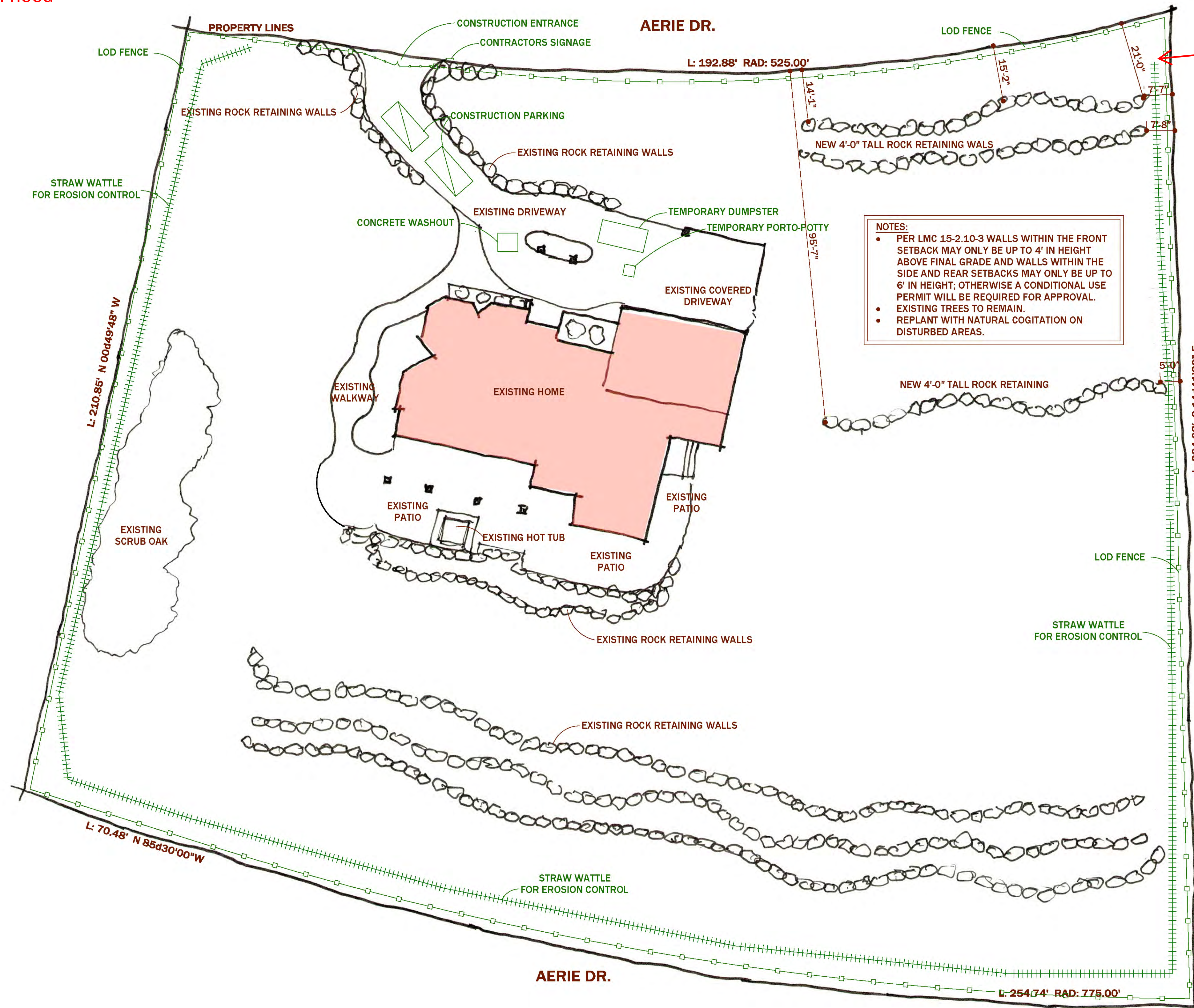


APPROVED
PARK CITY BUILDING DEPT.
Plan Check Coordinator- Cooper Wade
02/02/2021

Permit for 4' walls or less. Higher then 4' engineering is required. No other scope covered. Patios will need a separate permit at starting time.



APPROVED
PARK CITY
ENGINEERING DEPT.
Melanie Jackson
2/8/2021



Retaining Walls may not exceed 4'

If walls exceed 4' and Engineering detail is required.

New retaining walls need to be set back 10' from curb in gutter so they do not encroach into 10' snow storage easement along Aerie Dr



APPROVED
PARK CITY PLANNING DEPT.
Planner - Heather Wasden
02/17/2021

02/17/2021

Validity of Permit: The issuance of a permit or approval of plans, specifications and computations shall not be a permit for, or an approval of, any violation to any of the provisions of the Building Code, Fire Code, or any of the City's Ordinances. Permits presuming to give authority to violate or cancel the provisions of these Codes and Ordinances of the Park City Municipal Corporation shall not be valid. All plans approved are subject to field inspection and interpretation of the field inspectors or the Planning Director.

All disturbed areas must be re-vegetated, seeded areas must be 80% or more germinated prior to site completion, mulched areas must have 50% or more plants installed; no Significant Vegetation is proposed or approved to be removed; no other scope is covered with this permit other than the retaining walls shown

SUTTON RESIDENCE
1115 AERIE DRIVE
PARK CITY, UT 84060

STUDIO MOXIE

Curtis Sorenson
801.688.9408
Curtis@StudioMoxieArchitects.com



SHEET TITLE

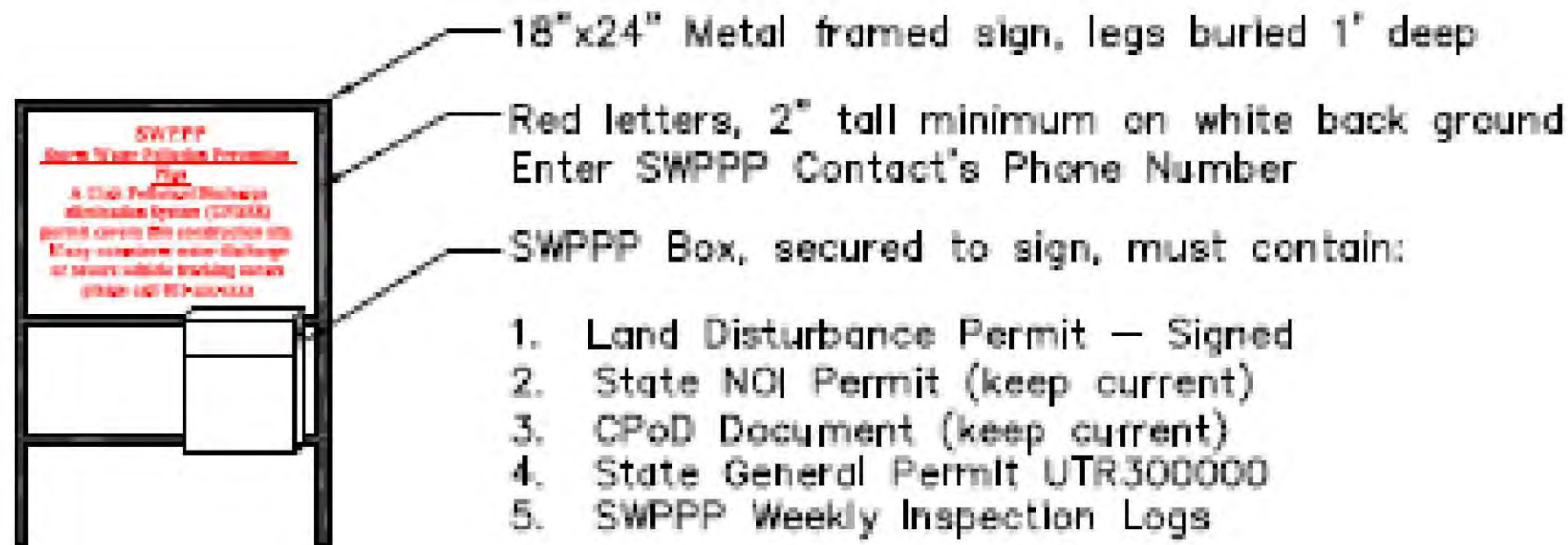
SITE PLAN

REVISION DATE
Feb 05, 2021

SHEET#

A1.0

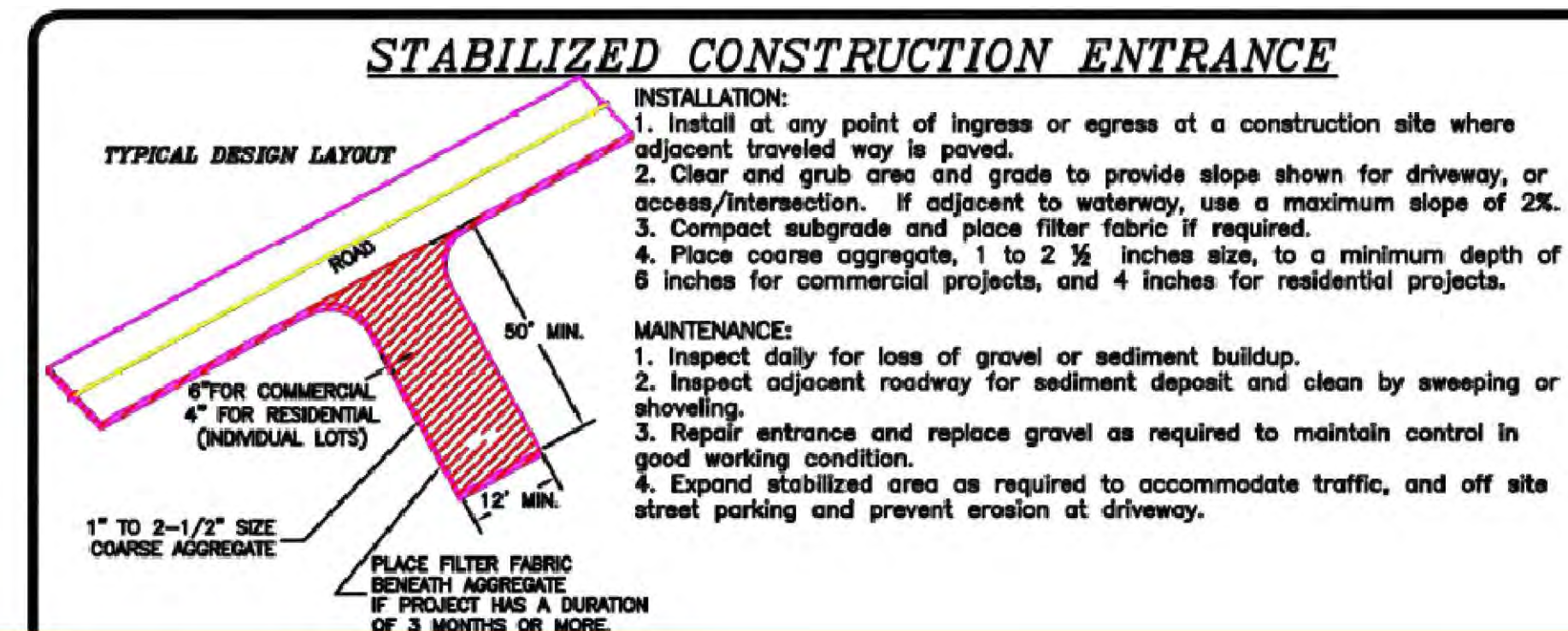
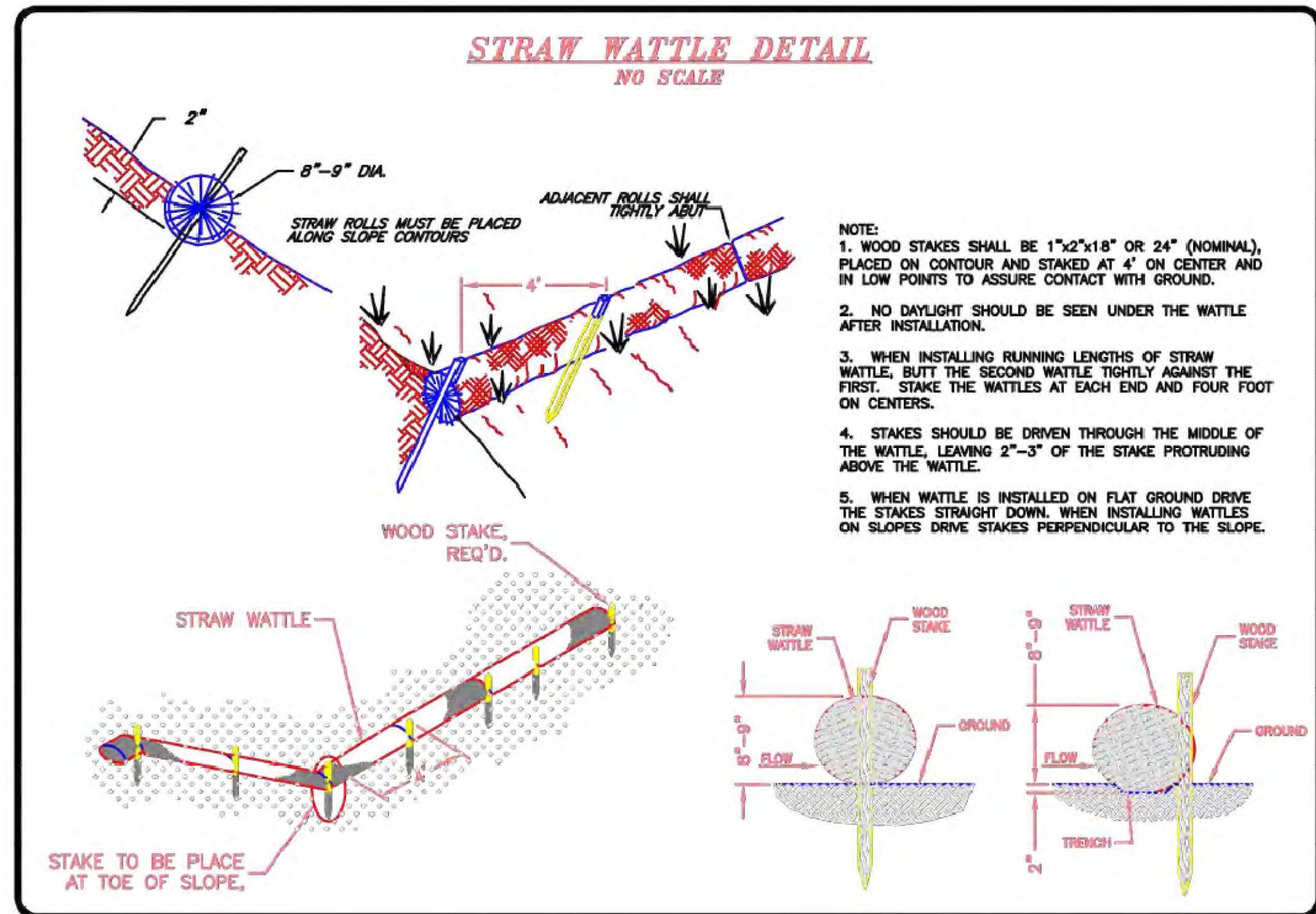
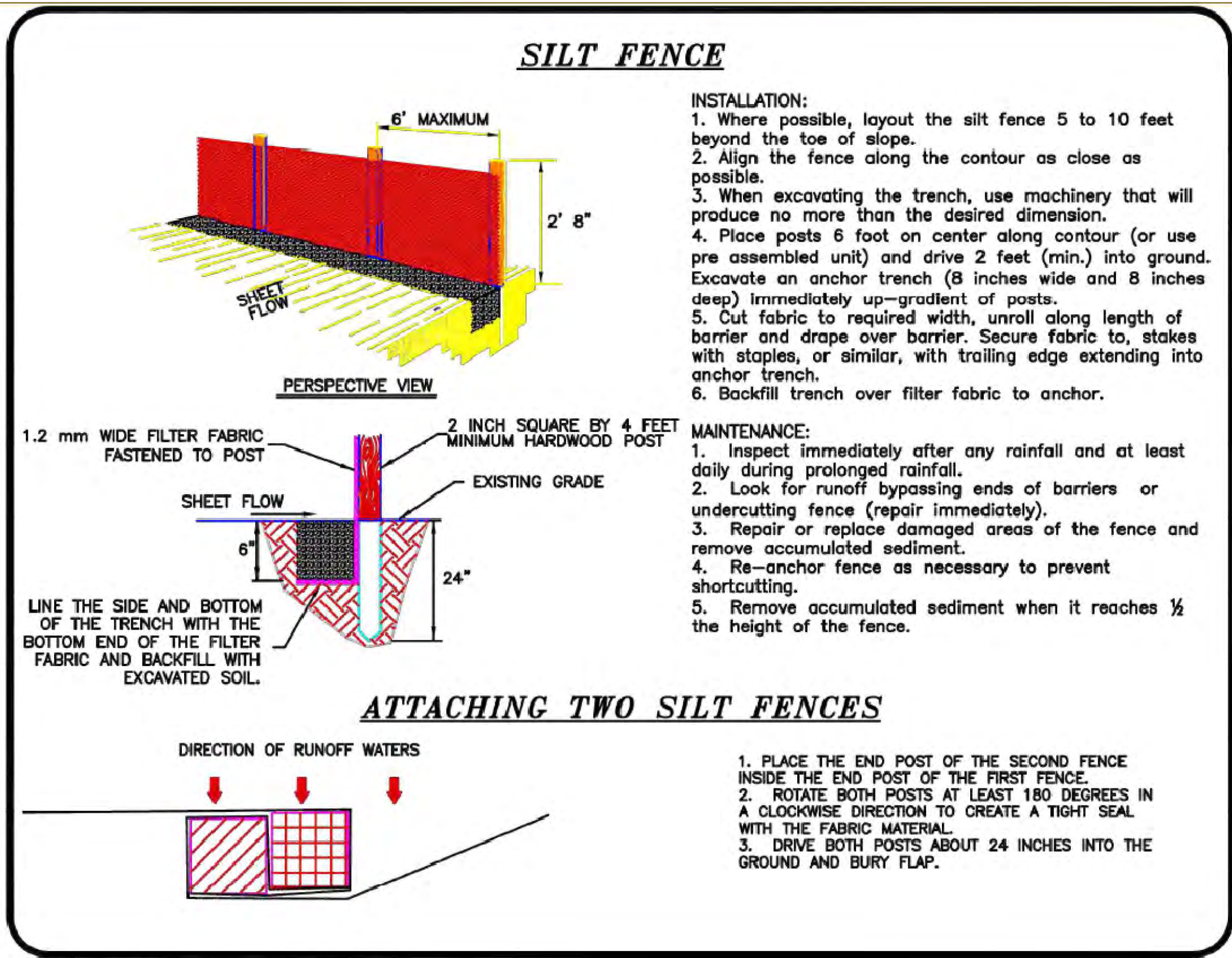
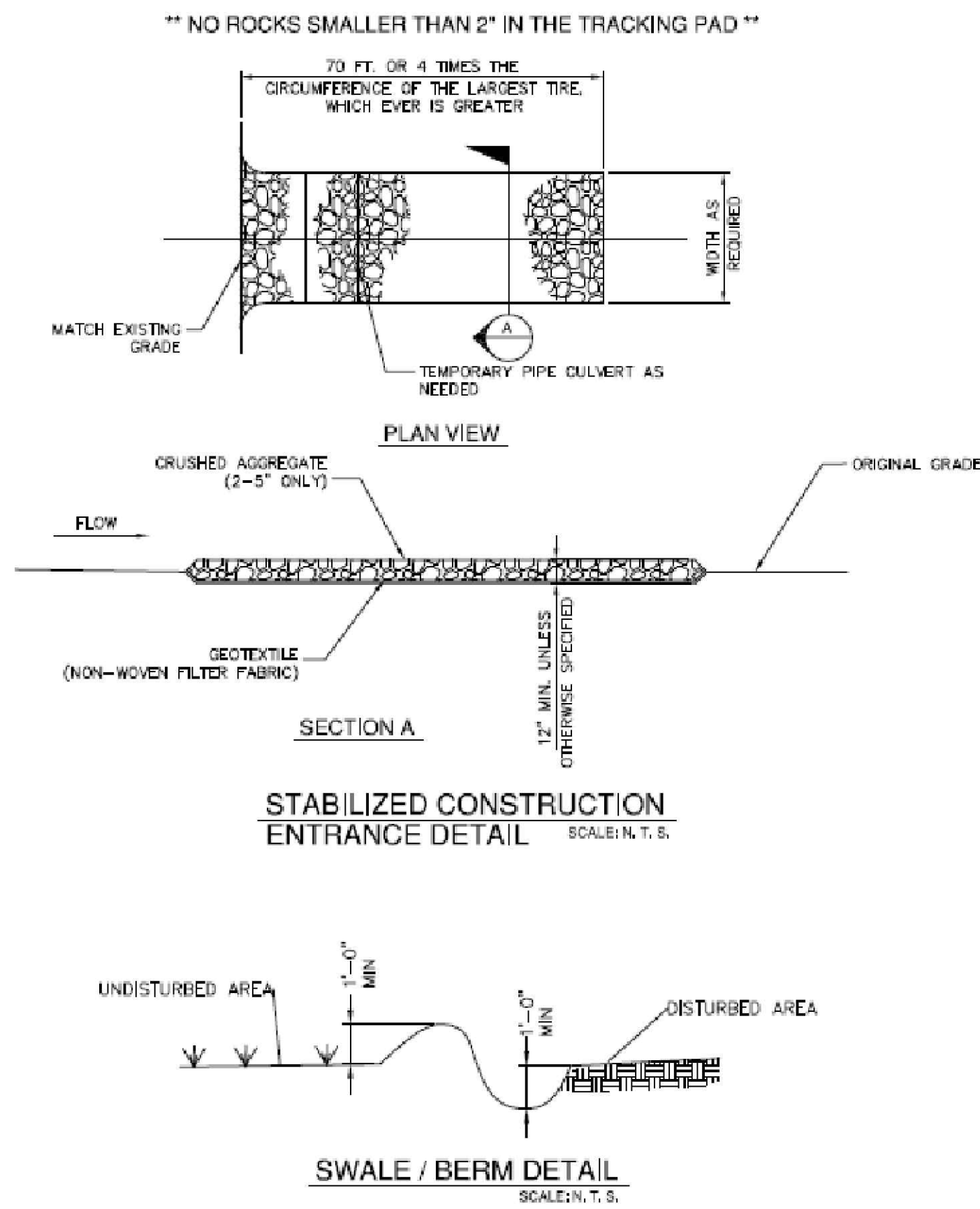
NOTE:
CONTRACTOR AND ALL SUBCONTRACTORS WORKING ON THIS PROJECT SHALL THOROUGHLY REVIEW AND VERIFY ALL DIMENSIONS, LOCATIONS, NOTES, ETC. AND ADDRESS ANY DISCREPANCIES OR CONCERNS WITH OWNER, GENERAL CONTRACTOR, & SUB CONTRACTOR, BEFORE CONSTRUCTION COMMENCES. DIMENSIONS ON PLAN TAKE PRECEDENCE OVER SCALE.



SWPPP SIGN - Under 1 Acre Projects Project Type B Signage

Construction Mitigation Plan Notes

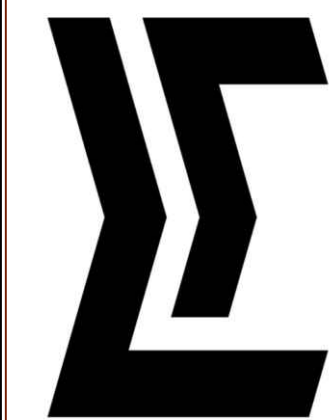
- Show location for dumpster, portable toilets, materials storage, parking
- Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
- Mud tracked out onto the street must be cleaned prior to the end of the work day
- The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
- Roadside parking is not allowed from November 1st to April 1st



CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND LOCATIONS SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES SHOWN ON THESE DRAWINGS.

SUTTON RESIDENCE
1115 AERIE DRIVE
PARK CITY, UT 84060

STUDIO MOXIE
Curtis Sorenson
801.688.9408
Curtis@StudioMoxieArchitects.com



SHEET TITLE

REVISION DATE
Feb 05, 2021

SHEET#

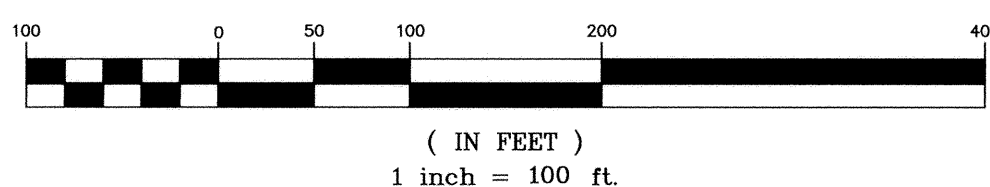
A1.1

SITE DETAILS

HEARTHSTONE SUBDIVISION

LOCATED WITHIN SECTIONS 10, 16 & 15, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

GRAPHIC SCALE



DESCRIPTION OF BLOCK 1

A parcel of land lying within Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah, more particularly described as follows:

Commence at the Northeast Corner of said Section 16, (Basis of Bearing being North 00°30'42" West from the Southwest Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian to the Northeast Corner of said Section 16); thence South, a distance of 970.09 feet; thence South, a distance of 468.42 feet to the Northern right-of-way line of Aerie Drive and the POINT OF BEGINNING; thence continuing along said right-of-way South 84°30'00" West, a distance of 153.17 feet; to the beginning of a curve, concave Easterly, having a radius of 145.00 feet and a central angle of 170°00'00"; thence Easterly along the arc of said curve to the left, a distance of 430.22 feet; to the curve's end; thence South 85°30'00" East, a distance of 196.92 feet; to the beginning of a curve, concave Northerly, having a radius of 825.00 feet and a central angle of 20°26'20"; thence Easterly along the arc of said curve to the left, a distance of 284.30 feet; to the curve's end; thence North 74°03'40" East, a distance of 42.64 feet; to the beginning of a curve, concave Southwesterly, having a radius of 86.88 feet and a central angle of 153°16'12"; thence Easterly along the arc of said curve to the right, a distance of 218.41 feet; to a point of compound curve with a curve, concave Northwesterly, having a radius of 88.88 feet and a central angle of 54°59'02"; thence Southwesterly along the arc of said curve to the right, a distance of 66.10 feet; to the curve's end; thence South 78°18'54" West, a distance of 155.60 feet; to the beginning of a curve, concave Southerly, having a radius of 825.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the left, a distance of 76.59 feet; to a point of reverse curve with a curve, concave Northerly, having a radius of 575.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the right, a distance of 70.47 feet; to a point of reverse curve with a curve, concave Southerly, having a radius of 418.83 feet and a central angle of 19°31'40"; thence Easterly along the arc of said curve to the left, a distance of 124.33 feet; to the curve's end; thence North 81°25'43" West, a distance of 84.71 feet; to the beginning of a curve, concave Northerly, having a radius of 201.35 feet and a central angle of 36°25'04"; thence Easterly along the arc of said curve to the right, a distance of 136.29 feet; to the curve's end; thence North 81°25'43" West, a distance of 84.71 feet; to the beginning of a curve, concave Northerly, having a radius of 175.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the left, a distance of 85.60 feet; to the point of intersection with a non-exclusive easement for utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for the non-exclusive general access by the public, and snow storage easements as shown hereon. Containing 6.18 acres of land, more or less.

DESCRIPTION OF BLOCK 2

A parcel of land lying within Sections 16 and 15, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah, more particularly described as follows:

Commence at the Northeast Corner of said Section 16, (Basis of Bearing being North 00°30'42" West from the Southwest Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian to the Northeast Corner of said Section 16); thence South, a distance of 970.09 feet; thence South, a distance of 468.42 feet to the Northern right-of-way line of Aerie Drive and the POINT OF BEGINNING; thence continuing along said right-of-way South 84°30'00" West, a distance of 153.17 feet; to the beginning of a curve, concave Easterly, having a radius of 145.00 feet and a central angle of 170°00'00"; thence Easterly along the arc of said curve to the left, a distance of 430.22 feet; to the curve's end; thence South 85°30'00" East, a distance of 196.92 feet; to the beginning of a curve, concave Northerly, having a radius of 825.00 feet and a central angle of 20°26'20"; thence Easterly along the arc of said curve to the left, a distance of 284.30 feet; to the curve's end; thence North 74°03'40" East, a distance of 42.64 feet; to the beginning of a curve, concave Southwesterly, having a radius of 86.88 feet and a central angle of 153°16'12"; thence Easterly along the arc of said curve to the right, a distance of 218.41 feet; to a point of compound curve with a curve, concave Northwesterly, having a radius of 88.88 feet and a central angle of 54°59'02"; thence Southwesterly along the arc of said curve to the right, a distance of 66.10 feet; to the curve's end; thence South 78°18'54" West, a distance of 155.60 feet; to the beginning of a curve, concave Southerly, having a radius of 825.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the left, a distance of 76.59 feet; to a point of reverse curve with a curve, concave Northerly, having a radius of 575.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the right, a distance of 70.47 feet; to a point of reverse curve with a curve, concave Southerly, having a radius of 418.83 feet and a central angle of 19°31'40"; thence Easterly along the arc of said curve to the left, a distance of 124.33 feet; to the curve's end; thence North 81°25'43" West, a distance of 84.71 feet; to the beginning of a curve, concave Northerly, having a radius of 201.35 feet and a central angle of 36°25'04"; thence Easterly along the arc of said curve to the right, a distance of 136.29 feet; to the curve's end; thence North 81°25'43" West, a distance of 84.71 feet; to the beginning of a curve, concave Northerly, having a radius of 175.00 feet and a central angle of 07°01'18"; thence Easterly along the arc of said curve to the left, a distance of 85.60 feet; to the point of intersection with a non-exclusive easement for utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for the non-exclusive general access by the public, and snow storage easements as shown hereon. Containing 6.18 acres of land, more or less.

MAXIMUM HOUSE SIZES

LOT #	MAX. HOUSE SIZE
1	5000 SQ. FT.
2	5000 SQ. FT.
3	4000 SQ. FT.
4	3500 SQ. FT.
5	3500 SQ. FT.
6	4000 SQ. FT.
7	6000 SQ. FT.
8	6500 SQ. FT.
9	5000 SQ. FT.
10	6500 SQ. FT.

FRONT YARD SETBACK

LOT #	SETBACK
1	25 FEET
2	50 FEET
3	25 FEET
4	35 FEET
5	25 FEET
6	45 FEET
7	25 FEET
8	25 FEET
9	25 FEET
10	25 FEET

PARCEL BOUNDARY TANGENT TABLE

LOT	LINE	DIRECTION	DISTANCE
BLOCK 1	L1	S 84°30'00" W	153.17
BLOCK 1	L2	S 85°30'00" E	196.92
BLOCK 1	L3	N 74°03'40" E	42.64
BLOCK 1	L4	S 78°18'54" W	155.60
BLOCK 1	L5	S 84°30'00" W	77.16
BLOCK 1	L6	N 81°25'43" W	84.71
BLOCK 1	L7	S 81°25'43" E	84.71
BLOCK 1	L8	N 59°47'14" E	77.16
BLOCK 1	L9	N 78°18'54" E	155.60
BLOCK 1	L10	S 74°03'40" W	42.64
BLOCK 1	L11	N 85°30'00" W	194.84
BLOCK 1	L12	N 84°30'00" E	198.17

PARCEL BOUNDARY CURVE TABLE

LOT	CURVE	RADIUS	LENGTH	DELTA
BLOCK 1	C1	145.00'	430.22'	170°00'00"
BLOCK 1	C2	825.00'	294.30'	20°26'20"
BLOCK 1	C3	96.06'	218.41'	153°16'12"
BLOCK 1	C4	68.88'	66.10'	54°59'02"
BLOCK 1	C5	625.00'	76.59'	07°01'18"
BLOCK 1	C6	575.00'	70.47'	07°01'18"
BLOCK 1	C7	418.83'	142.75'	19°31'40"
BLOCK 1	C8	201.35'	136.29'	36°25'04"
BLOCK 1	C9	175.00'	85.60'	20°26'20"
BLOCK 1	C10	78.18'	36.25'	07°01'18"
BLOCK 1	C11	251.35'	170.14'	36°25'04"
BLOCK 1	C12	368.83'	125.70'	19°31'40"
BLOCK 1	C13	625.00'	76.59'	07°01'18"
BLOCK 1	C14	575.00'	70.47'	07°01'18"
BLOCK 1	C15	118.88'	114.08'	54°59'02"
BLOCK 1	C16	146.06'	332.09'	153°16'12"
BLOCK 1	C17	775.00'	278.54'	20°26'20"
BLOCK 1	C18	95.00'	281.87'	170°00'00"

NOTES:

- A NON-EXCLUSIVE 5 FOOT UTILITY, SLOPE, AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL LOT LINES, UNLESS OTHERWISE NOTED. A 10 FOOT SNOW STORAGE EASEMENT IS HEREBY DEDICATED ON ALL STREET FRONTS.
- A MODIFIED 13-D TYPE INTERIOR FIRE SPRINKLING SYSTEM IS REQUIRED IN ALL RESIDENCES CONSTRUCTED IN HEARTHSTONE SUBDIVISION.
- MAXIMUM HOUSE SIZE IN HEARTHSTONE SUBDIVISION IS SHOWN ON THE TABLE HEREON. MAXIMUM UNPENALIZED GARAGE SIZE IS 800 SQUARE FEET; GARAGE SQUARE FOOTAGE OVER 800 SQUARE FEET SHALL BE DEDUCTED FROM THE MAXIMUM HOUSE SQUARE FOOTAGE AS SHOWN ON THE TABLE FOR THAT LOT.
- A NON-EXCLUSIVE UTILITIES AND PEDESTRIAN ACCESS EASEMENT IS HEREBY DEDICATED OVER ALL OPEN SPACE SHOWN HEREON.

PLOTTED: MARCH 28, 1994

DRAWING NAME: PLATTING

LEGEND

- PROPERTY CORNERS - ■
- TO BE SET - ■
- DRIVEWAY LOCATION - ➡
- SET PIN & CAP - ○
- STREET ADDRESS - (938)
- FOUND CITY STANDARD - ◆
- STREET MONUMENT - ◆

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK
CITY COUNCIL THIS 21ST DAY OF
APRIL A.D. 1994 AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.

Bridget L. Orr
MAYOR
CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE
Park City CITY ENGINEERING DEPARTMENT
ON THIS 12TH DAY OF MAY
A.D. 1994.

Orin W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE
CITY PLANNING COMMISSION ON THIS
DAY OF June A.D. 1994.

Alison Child
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 23RD
DAY OF May A.D. 1994.

J. S. Slat
CITY ATTORNEY

RECORDED

No. 406518
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
High Country Title
Date: 6-15-94
Time: 12:36 PM
Fee: 140.00
Alan Spriggs
COUNTY RECORDER

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned are the owners of the herein described tract of land, and hereby causes the same to be divided into lots & roads, together with easements as set forth on the attached plat, hereafter to be known as Hearthstone Subdivision.

Also the owners hereby dedicate to Park City, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Park City Municipal Corporation the public streets shown on this plat and a non-exclusive easement over the trails and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for the non-exclusive general access by the public, and snow storage easements as shown hereon.

Executed this 2nd day of May, 1994.

by Grant Thornton, Trustee for Bankruptcy Estate
of Elwood & Lynn Nielson Grant Thornton
by Danahoe Rice - Partner

ACKNOWLEDGEMENT

State of Utah)
County of)
Grant Thornton
On the 2nd day of May, 1994, personally appeared
before me Rex O. Vestlund, being by me duly sworn, did say
that he is Trustee for Bankruptcy Estate of Elwood & Lynn Nielson.
A partner with Grant Thornton, who is the
Danahoe Rice My commission expires: 9-21-97
Notary Public

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned holds an undivided interest in a portion of the herein described tract of land, and hereby causes the same to be divided into lots and roads, together with easements as set forth on the attached plat, hereafter to be known as Hearthstone Subdivision.

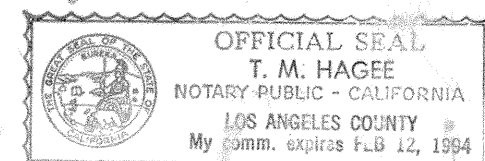
Also the undersigned owners hereby dedicate to Park City, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Park City Municipal Corporation a non-exclusive easement over the trails and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for the non-exclusive general access by the public.

Executed this 21st day of December, 1993.

by James R. Edgmon for Breckenridge, Ltd.

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)
On the 21st day of December, 1993, personally appeared
before me JERRY R. EDMON, who, being by me duly sworn, did say that
he is a General Partner of Breckenridge, Ltd., a Utah Limited Partnership, and that the within and
forgoing Owner's Dedication and Consent to Record was signed on behalf of said Limited
Partnership and said JERRY R. EDMON duly acknowledged to me that
said Limited Partnership executed the same.
James R. Edgmon My commission expires: 3-1-94
Notary Public



OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned holds an undivided interest in a portion of the herein described tract of land, and hereby causes the same to be divided into lots and roads, together with easements as set forth on the attached plat, hereafter to be known as Hearthstone Subdivision.

Also the undersigned owners hereby dedicate to Park City, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Park City Municipal Corporation a non-exclusive easement over the trails and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for the non-exclusive general access by the public.

Executed this 5TH day of JANUARY, 1994.

By Wayne R. Edgmon, GP for Castle Creek, Ltd.

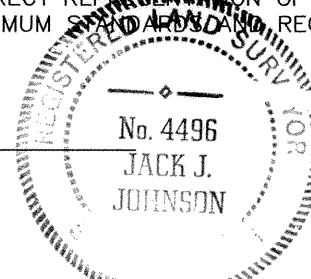
ACKNOWLEDGEMENT

State of Utah)
County of Salt Lake)
On the 5TH day of JANUARY, 1994, personally appeared
before me Wayne R. Edgmon, who, being by me duly sworn, did say that
he is a General Partner of Castle Creek, Ltd., a Utah Limited Partnership, and that the within and
forgoing Owner's Dedication and Consent to Record was signed on behalf of said Limited
Partnership and said Wayne R. Edgmon duly acknowledged to me that
said Limited Partnership executed the same.
Wayne R. Edgmon My commission expires: 5-21-94
Notary Public

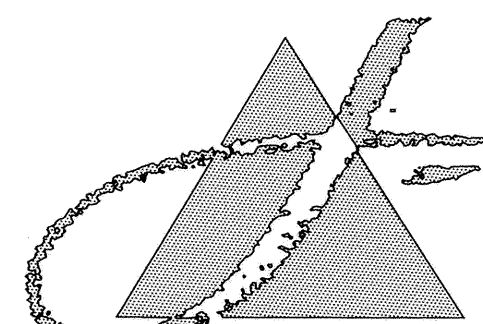
SURVEYOR'S CERTIFICATE

I, JACK J. JOHNSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE
NO. 4496 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS OR WILL
BE MADE BY A UTAH REGISTERED LAND SURVEYOR OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON.
I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS
BEEN PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF THE LAW.

Jack J. Johnson
JACK J. JOHNSON



5/3/94
DATE:



THE JACK
JOHNSON
COMPANY

1910 Prospector Avenue • Park City, Utah 84060
(801) 645-9000 • fax (801) 649-1620

THE OVERLOOK AT OLD TOWN
FNA
HEARTHSTONE

PARK CITY

1884

Department of Community Development
Engineering • Building Inspection • Planning

August 19, 1993

JACK JOHNSON COMPANY
c/o Mr. Jeff Graham
1910 Prospector Avenue, Suite 200
Park City UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name: Nielsen Korthoff Properties

Project Description: Small Scale MPD

Date of Meeting: June 17, 1993

Action Taken By City Council: APPROVED

Date of Expiration: June 17, 1994

Conditions of Approval:

1. Lot 7 shall be deleted.
2. The applicant shall grant easements for the water line and access to the pump station as approved by the staff.
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.
4. All driveways must include turnarounds to alleviate sight distance concerns. Specific driveway locations must be defined at the time of final plat.
5. All construction must comply with UBC Chapter 70 grading requirements.
6. Block 4 shall be dedicated to the city contingent upon acceptance of the dedication by the City Council and prior to recordation of the plat.

Notice of City Council Action - Nielson Korthoff
Page Two

7. The project will be required to provide trails and trail easements consistent with the Park City Trails Master Plan.
8. Limitations on landscaping and irrigation shall be defined at the time of final plat.
9. Structures built in the Nielsen Korthoff subdivision shall be limited by a maximum house size of up to 6,000 square feet.
10. Storm drainage detention design and a security will be required prior to plat recordation or issuance of building permits, whichever comes first.
11. The subdivision CC&Rs shall include architectural guidelines compatible with those of the Aerie subdivision.
12. All standard conditions of approval apply.

Susan Lykes
Susan Lykes
Planner II

Date 8/19/93

ACKNOWLEDGEMENT

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

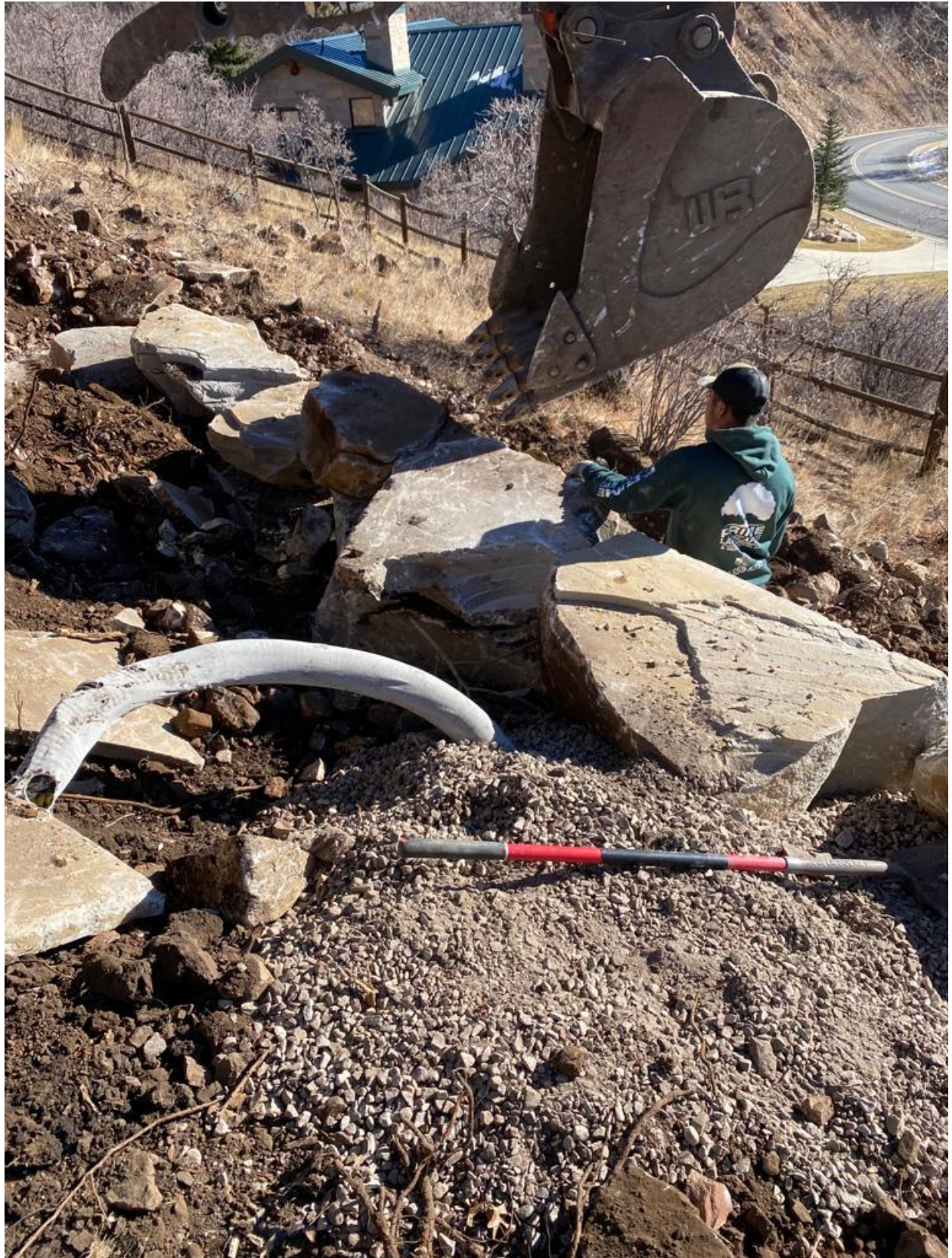
Applicant Signature

Date _____

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.



















6949 South High Tech Drive Suite 200,
Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

January 19, 2021

Park City Building Official

Re: 1115 Aerie Dr Boulder Wall, Park City, Utah

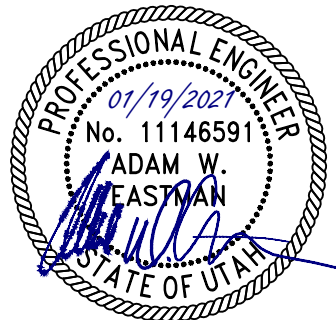
Attached on page 2 of this packet is a rock retaining wall detail that may be utilized at the site referenced above for soil retention. The detail attached shall only be allowed for the site referenced above, and no building structures shall be placed within 8'-0" from the top of the boulder retaining wall.

Calculations for the retaining wall are found on subsequent pages within this packet beyond the retaining wall detail.

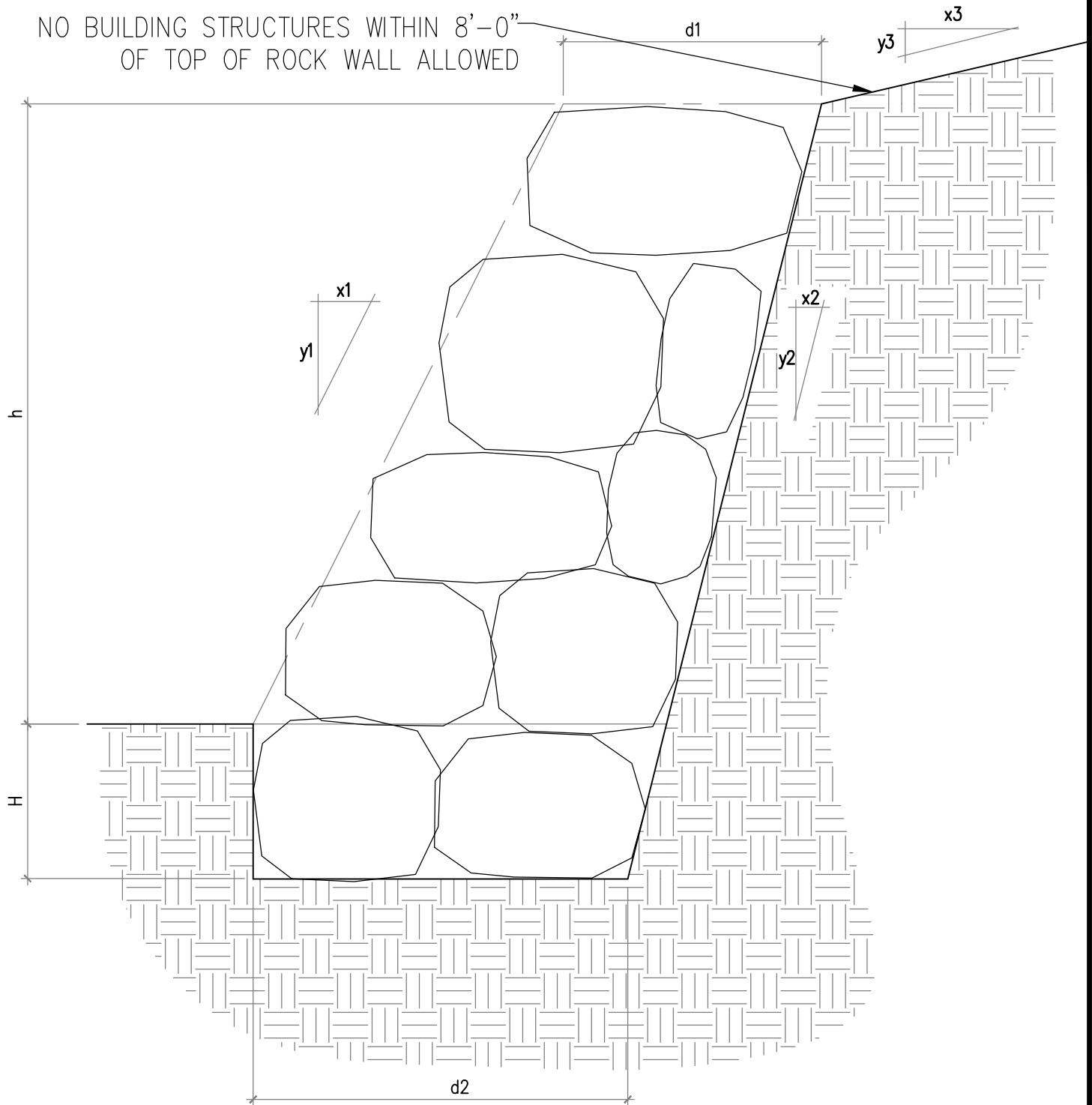
Please call if you have any questions or concerns.

Sincerely,

Adam Eastman, P.E.
Production Manager
Focus Engineering & Surveying, LLC



NO BUILDING STRUCTURES WITHIN 8'-0"
OF TOP OF ROCK WALL ALLOWED



h	H	d1	d2	x1	y1	x2	y2	x3	y3	MIN. ROCK DIA.
5'-0"	12"	1'-9"	2'-3"	1'-0"	4'-0"	1'-0"	7'-0"	5'-0"	1'-0"	1'-6"
7'-0"	12"	2'-6"	3'-3"	1'-0"	4'-0"	1'-0"	7'-0"	5'-0"	1'-0"	1'-6"



ROCK GRAVITY RETAINING WALL

SCALE: NTS

1115 AERIE DR.
PARK CITY, UTAH

Date Created:
01/19/2021
Scale: NTS
Drawn: AWE
Job: 21-7019
Sheet:

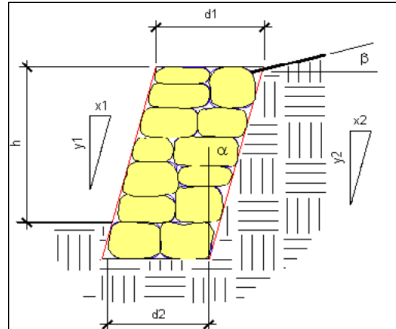
SD

GRAVITY RETAINING WALL

Designer: A. Eastman

Project: 21-7019

Date: 1/19/2021



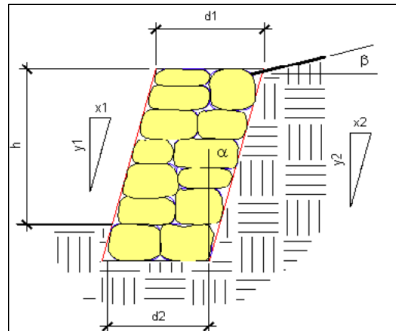
Height of Wall:	h (ft):	7	
Equivalent surcharge ht:	hs (ft):	0	
Weight of soil:	ws (pcf):	110	
Weight of Wall:	ww (pcf):	160	
Internal friction angle:	Φ (deg.):	30	
Slope of back face of wall:	β (deg.):	11	
Width of rock at top:	d1 (ft):	2.5	
Slope of rock face: (1:4)	x1 (ft):	1	y1 (ft): 4
Slope of soil face: (1:4)	x2 (ft):	1	y2 (ft): 7
Width of rock at base:	d2 (ft):	3.25	$d2 = d1 + h \cdot \left(\frac{x1}{y1} - \frac{x2}{y2} \right)$
Slope of backfill material:	α (deg.):	8.213	$\alpha = \arcsin\left(\frac{x2}{y2}\right)$
Active-lateral pressure coefficient:	Ka:	0.459	$Ka = \frac{\cos(\Phi - \beta)^2}{\cos(\beta)^3 \cdot \left(1 + \sqrt{\frac{\sin(\Phi) \cdot \sin(\Phi - \alpha)}{\cos(\beta) \cdot \cos(\alpha - \beta)}} \right)^2}$
Effective height for pressure calculation:	H = h + hs (ft)	7	
Equivalent fluid pressure:	$\rho = Ka \cdot ws$ (pcf)	50.484	
Resultant of active earth pressure:	R (plf):	1236.86	$R = \frac{\rho \cdot H^2}{2}$
Location of Resultant:	x (ft):	2.3125	$x = \frac{h \cdot \left(\frac{x1}{y1} \right) + \left(\frac{d1}{2} \right) + \left(\frac{d2}{2} \right)}{2}$
Overturning Moment:	OM (ft-lb):	2886.011	$OM = R \cdot (h/3)$
Weight of Wall:	W (plf):	4370	$W = \frac{d1 + d2}{2} \cdot (h + d1) \cdot ww$
Resisting Moment:	RM (ft-lb):	10105.625	$RM = W \cdot x$
Factor of Safety for Overturning (1.5 < or =):	FS _o :	3.50	$FS_o = RM/OM$
<u>Check Wall for Sliding:</u>			
Friction Coefficient:	μ :	0.4	(verify)
Force Resisting Sliding:	F (lb):	1748	$F = W \cdot \mu$
Passive Resistance:	P (lb):	312.5	$P = (d1 \cdot 250)/2$
Factor of Safety for Sliding (1.5 < or =):	FS _s :	1.666	$FS_s = (F + P)/R$

GRAVITY RETAINING WALL

Designer: A. Eastman

Project: 21-7019

Date: 1/19/2021



Height of Wall:	h (ft):	5	
Equivalent surcharge ht:	hs (ft):	0	
Weight of soil:	ws (pcf):	110	
Weight of Wall:	ww (pcf):	160	
Internal friction angle:	Φ (deg.):	30	
Slope of back face of wall:	β (deg.):	11	
Width of rock at top:	d1 (ft):	1.75	
Slope of rock face: (1:4)	x1 (ft):	1	y1 (ft): 4
Slope of soil face: (1:4)	x2 (ft):	1	y2 (ft): 7
Width of rock at base:	d2 (ft):	2.2857143	$d2 = d1 + h \cdot \left(\frac{x1}{y1} - \frac{x2}{y2} \right)$
Slope of backfill material:	α (deg.):	8.213	$\alpha = \arcsin\left(\frac{x2}{y2}\right)$
Active-lateral pressure coefficient:	Ka:	0.459	$Ka = \frac{\cos(\Phi - \beta)^2}{\cos(\beta)^3 \cdot \left(1 + \sqrt{\frac{\sin(\Phi) \cdot \sin(\Phi - \alpha)}{\cos(\beta) \cdot \cos(\alpha - \beta)}} \right)^2}$
Effective height for pressure calculation:	H = h + hs (ft)	5	
Equivalent fluid pressure:	$\rho = Ka \cdot ws$ (pcf)	50.484	
Resultant of active earth pressure:	R (plf):	631.05	$R = \frac{\rho \cdot H^2}{2}$
Location of Resultant:	x (ft):	1.6339286	$x = \frac{h \cdot \left(\frac{x1}{y1} \right) + \left(\frac{d1}{2} \right) + \left(\frac{d2}{2} \right)}{2}$
Overturning Moment:	OM (ft-lb):	1051.753	$OM = R \cdot (h/3)$
Weight of Wall:	W (plf):	2179.2857	$W = \frac{d1 + d2}{2} \cdot (h + d1) \cdot ww$
Resisting Moment:	RM (ft-lb):	3560.7972	$RM = W \cdot x$
Factor of Safety for Overturning (1.5 < or =):	FS _o :	3.39	$FS_o = RM/OM$
<u>Check Wall for Sliding:</u>			
Friction Coefficient:	μ :	0.4	(verify)
Force Resisting Sliding:	F (lb):	871.71429	$F = W \cdot \mu$
Passive Resistance:	P (lb):	218.75	$P = (d1 \cdot 250)/2$
Factor of Safety for Sliding (1.5 < or =):	FS _s :	1.728	$FS_s = (F + P)/R$

Exhibit F

Rock Wall Inspection Report



CONSULTING ENGINEERS

LAND PLANNERS

SURVEYORS

November 11, 2021

Mr. Gary Sutton
1115 Aerie Drive
Park City, UT 84060

RE: Site Rock Wall Inspection

Dear Mr. Sutton:

The purpose of this letter is to provide a professional opinion about the construction quality and stability of the built rock walls on your property. There are numerous stacked rock walls on the property serving as both excavation cut and material fill retaining walls. In general the stacked rock walls are well built and stable.

Along the Northside of the property is Aerie Drive. There are stacked rock walls, approximately 4 to 6 feet in height to retain the terrain at the West and East entrance of the driveway.



There are stacked rock walls along the excavation for the concrete pad, ranging from 6ft to approximately 10ft in height.

The boulders installed are large and the installation is well done within minimum voids within the face of the wall.





Within the property there are stacked rock wall to provide a flat area for landscape features that are located at different elevations.



The height of the stacked rock walls range from less than 4ft to approximately 8ft. The boulders selected are large rectangular boulders of 18" to 24" height and 36" to 48" in length and similar depth.

The rocks are stacked densely and have minimal voids within the face of the wall. The boulders selected are large and the bottom row has the largest boulders consistent with good construction practice and industry standards for quality installation.





CONSULTING ENGINEERS

LAND PLANNERS

SURVEYORS



Along the Southside of the property are two and three tiered stacked rock walls. The height of the walls are consistent at 4ft. There is a 4ft flat landscape area with trees planted between the rocks that form the tiered walls.



The stacked rock walls built at 1115 Aerie Drive, Lot 8, The Overlook at Old Town Subdivision are strong and stable. The largest boulders were used for the bottom tier of wall and the voids are minimal between the rocks. It is obvious time and care was taken when placing the individual rocks. The construction is a good example of a well-built stacked rock wall and it meets and potentially exceeds standard construction practice.

Sincerely,
ALLIANCE ENGINEERING, INC.

Michael Demkowicz, PE-PLS

323 Main Street

P.O. Box 2664

Park City, Utah 84060

435-649-9467

435-649-9475

Exhibit I

Slope Map

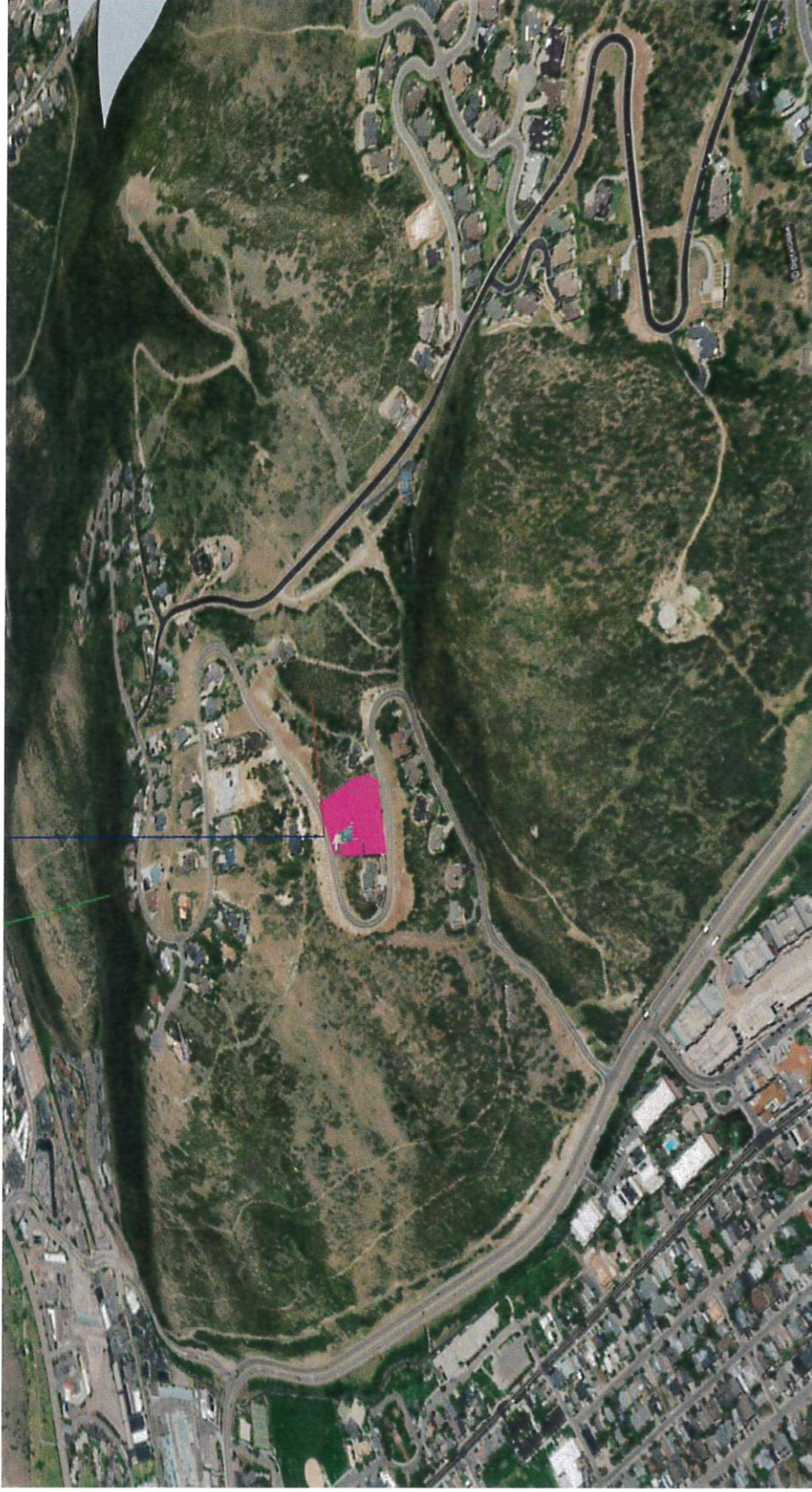
Exhibit H

Vegetative cover map

Exhibit J

Visual Assessment

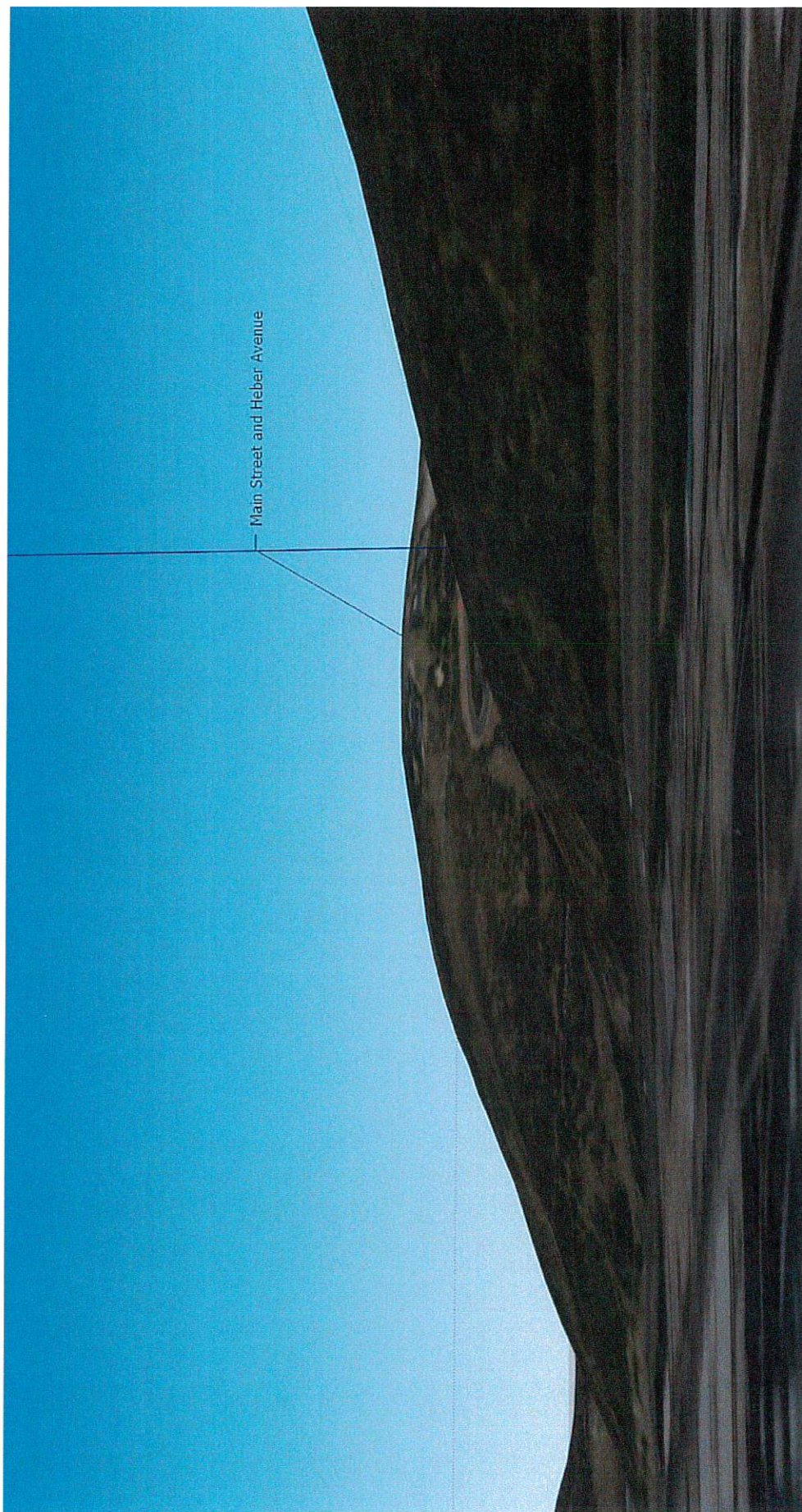
Visual Assessment from identified viewing points



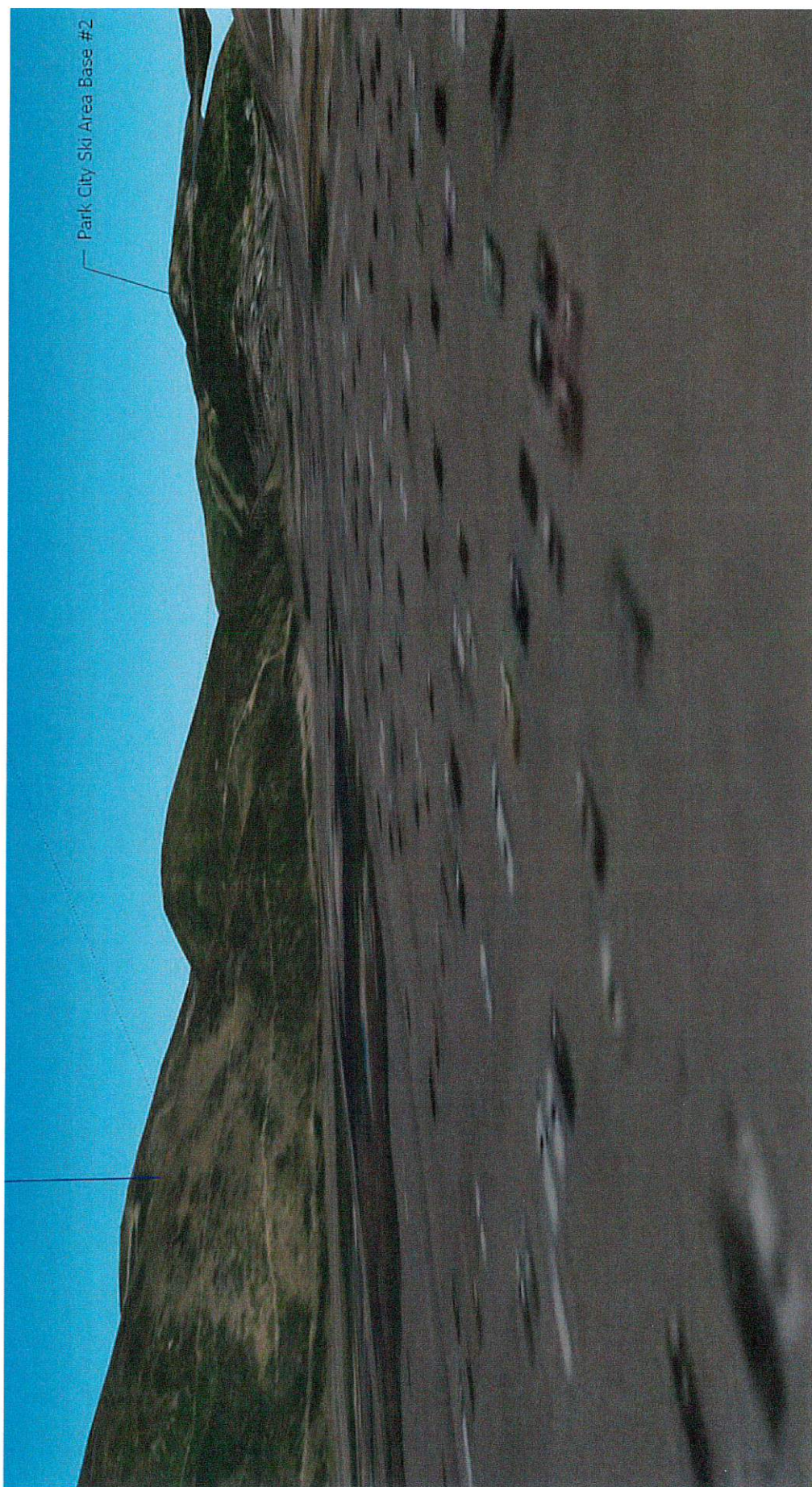
Aerial view of 1115 Aerie Dr. The property is highlighted in pink in each of the follow views.

The blue vertical line will identify where the property is located.

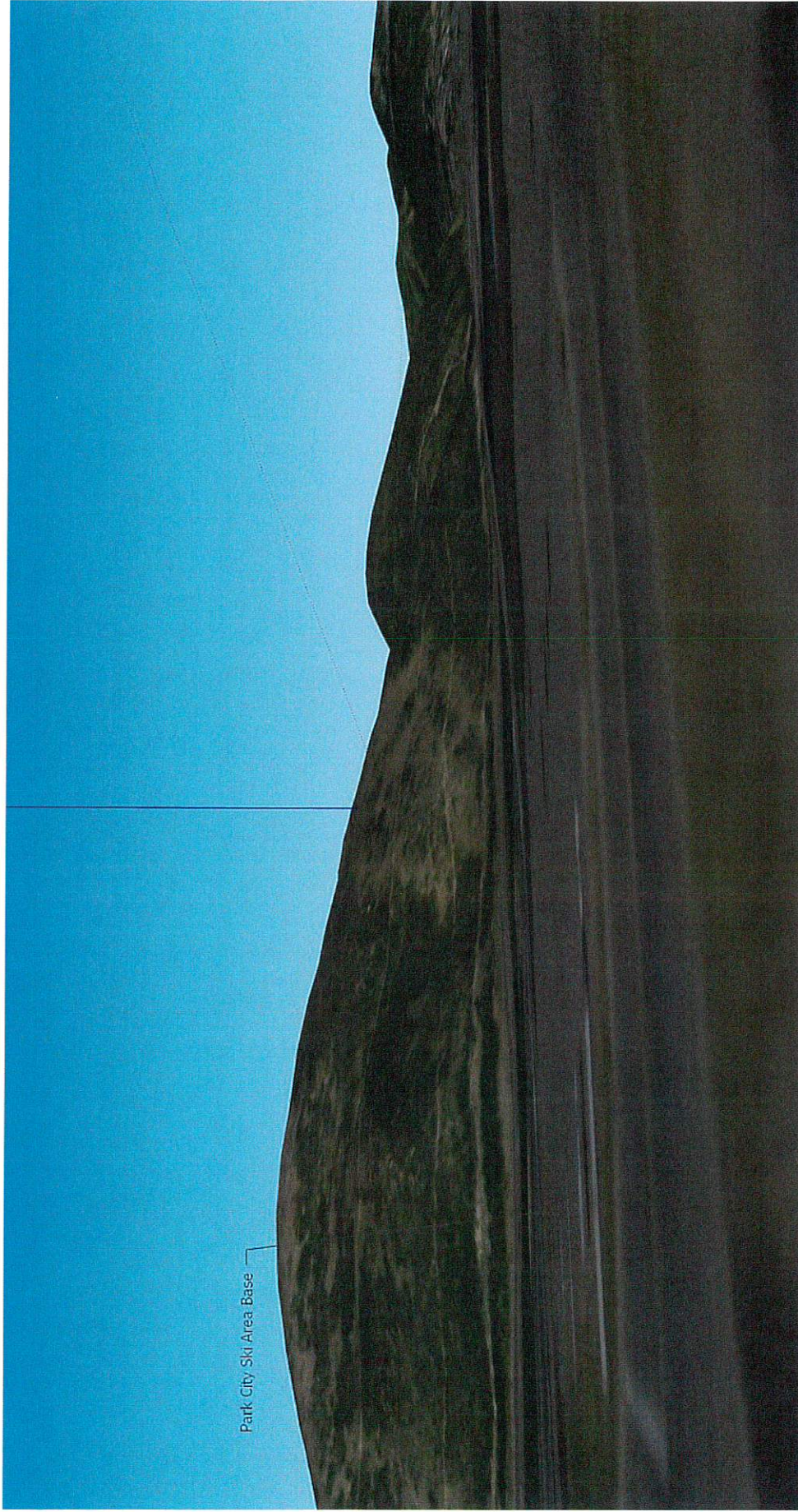
Main Street and Heber Ave.



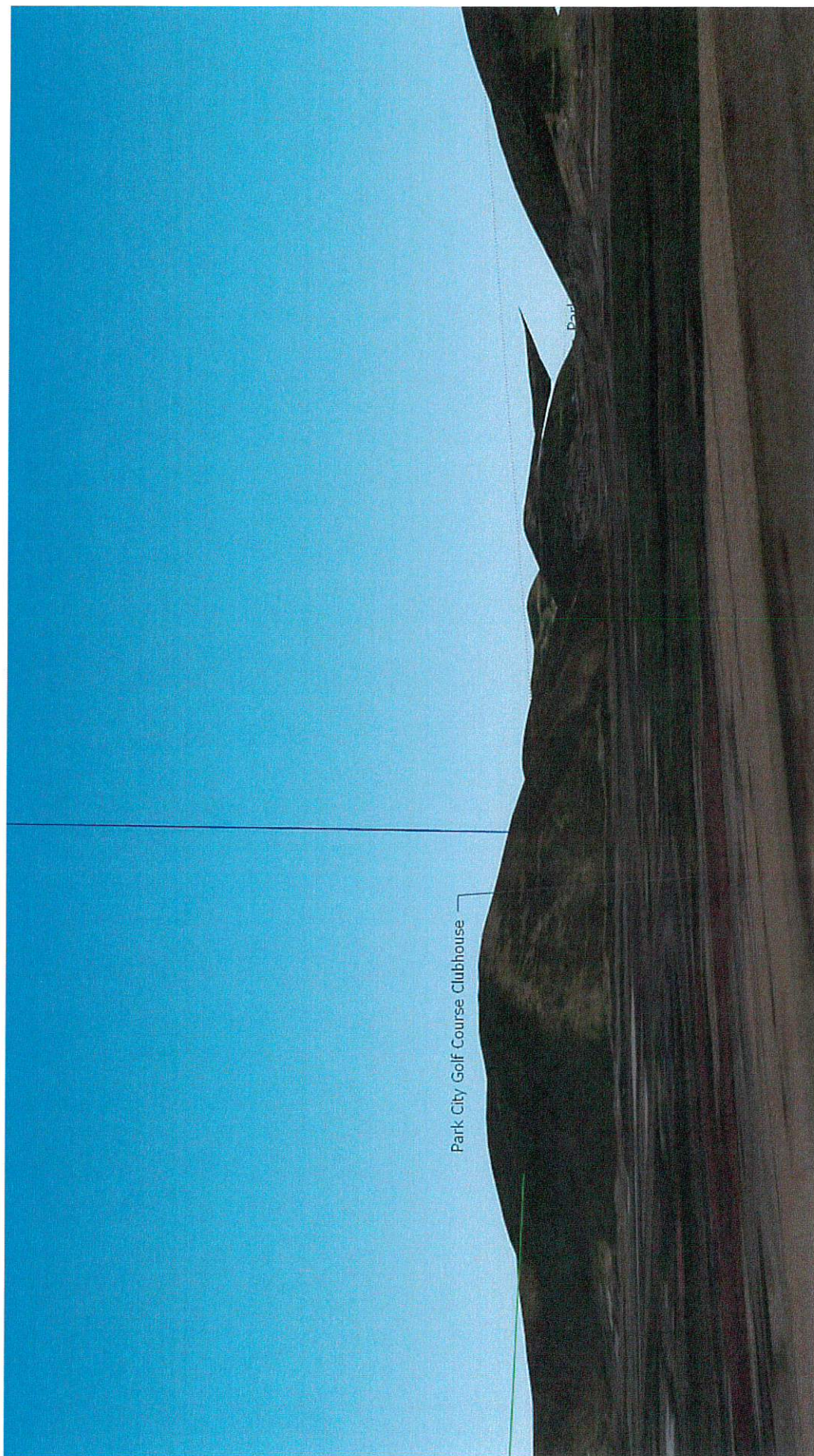
Park City Ski Base Area #2



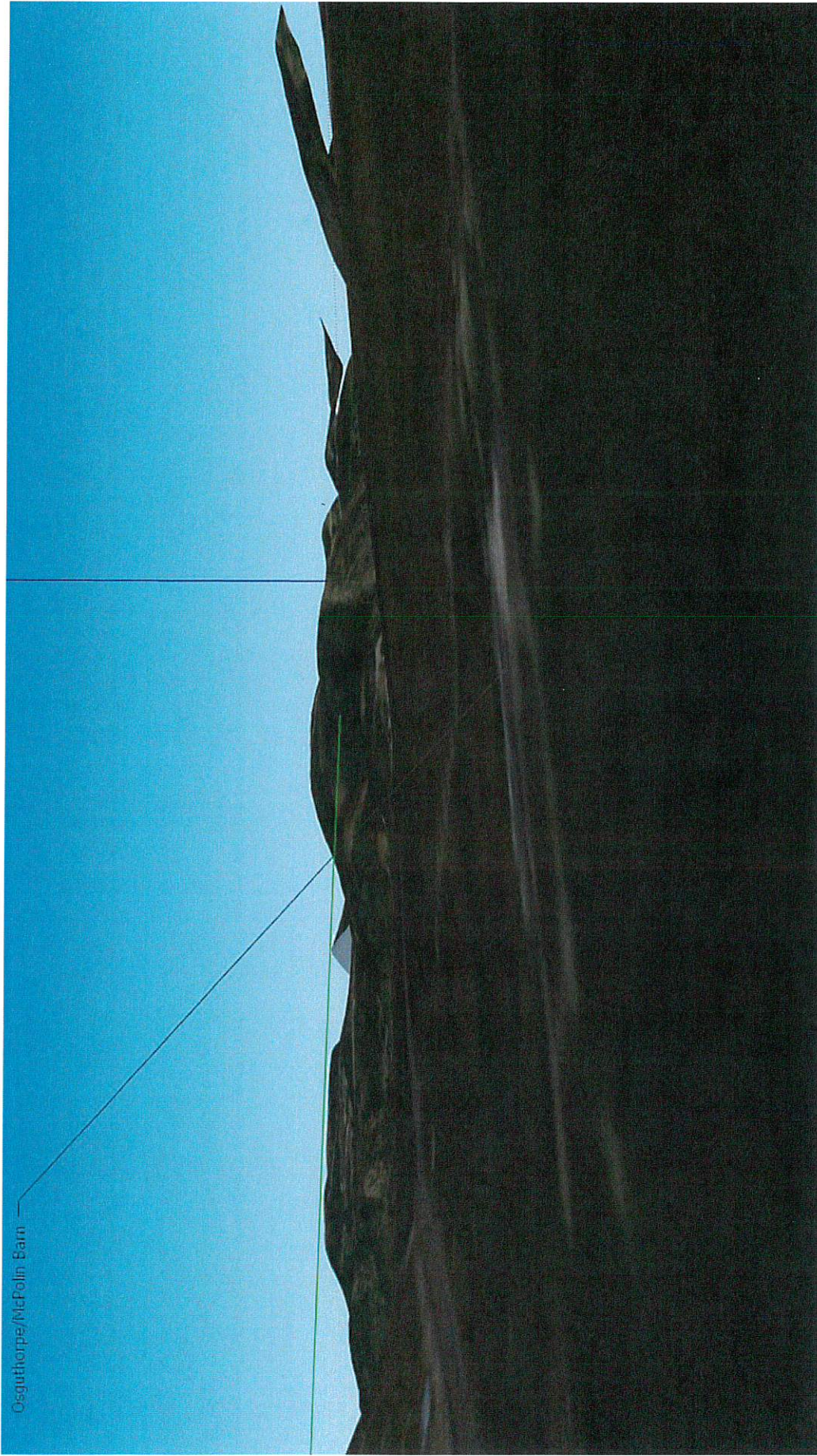
Park City Ski Base Area



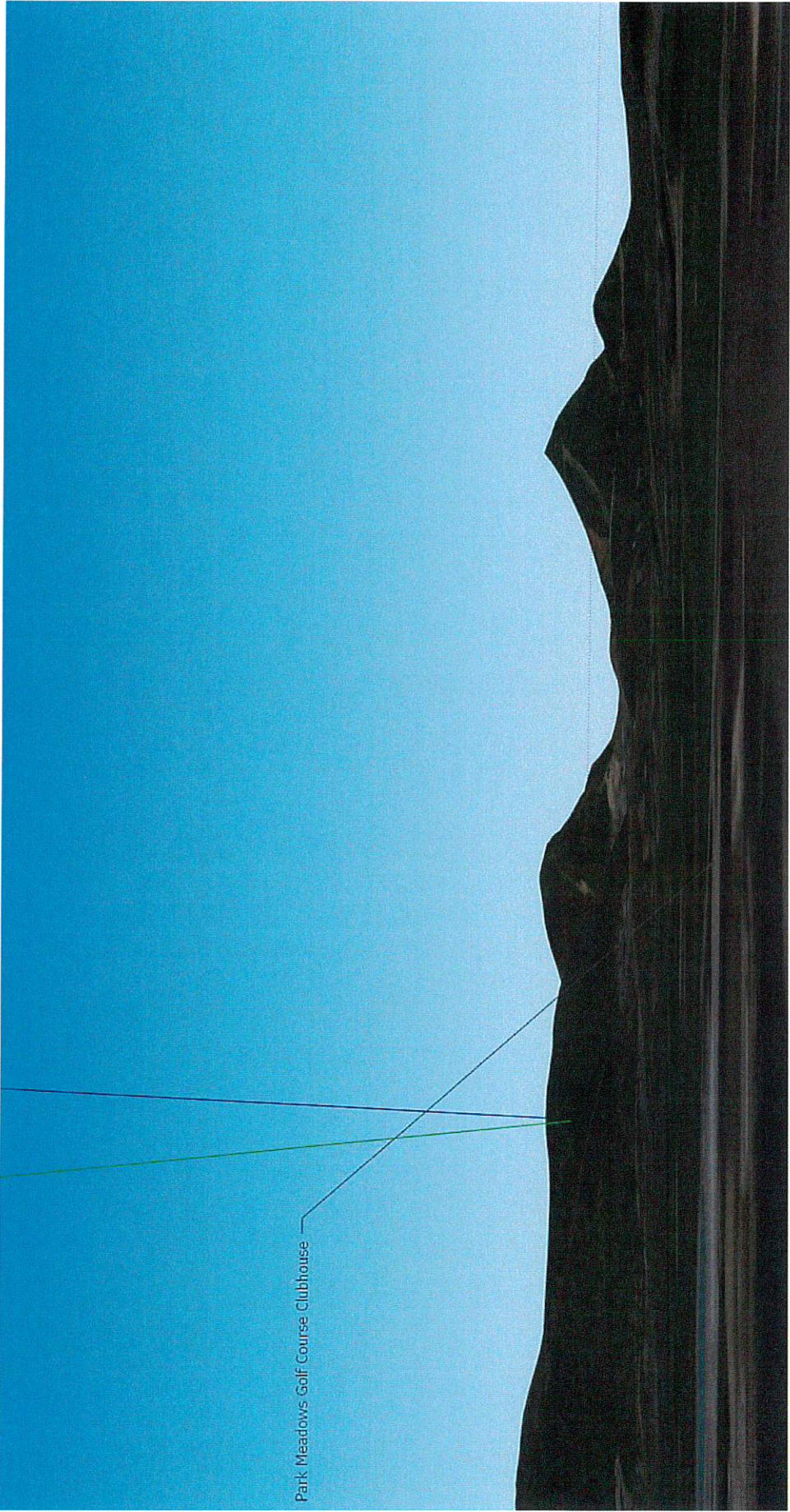
Park City Golf Course Clubhouse



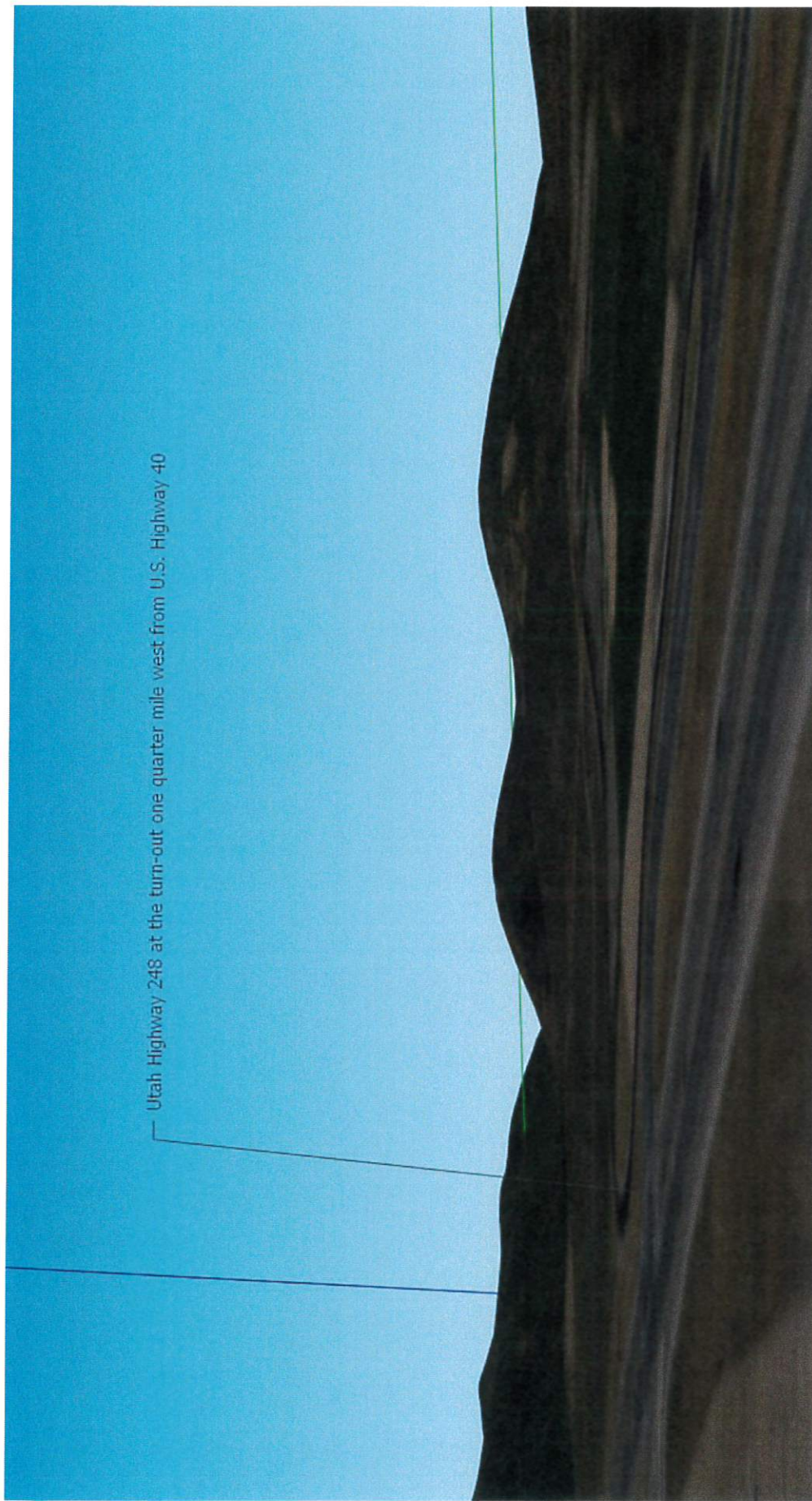
Osguthorpe/McPolin Barn



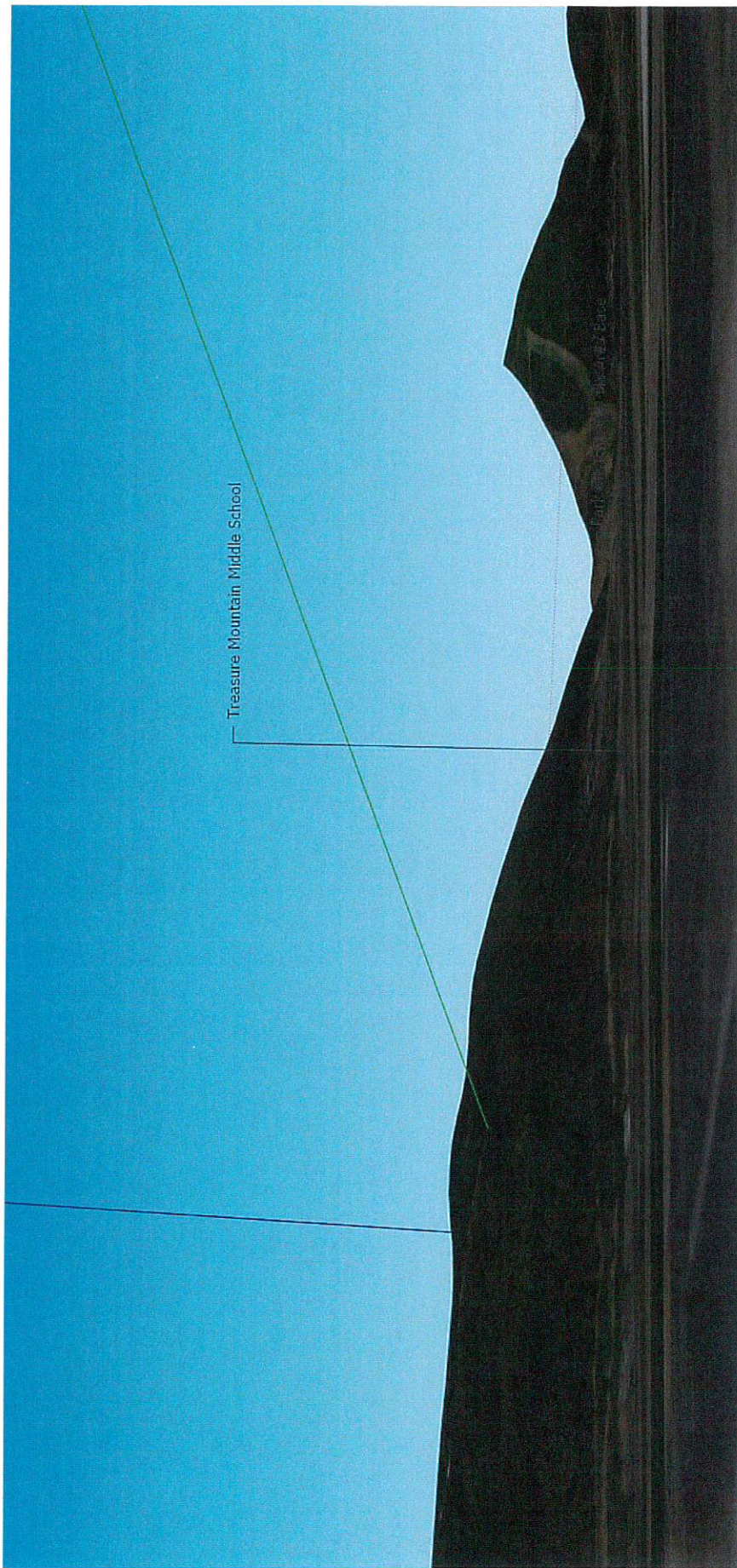
Park Meadows Golf Course Clubhouse



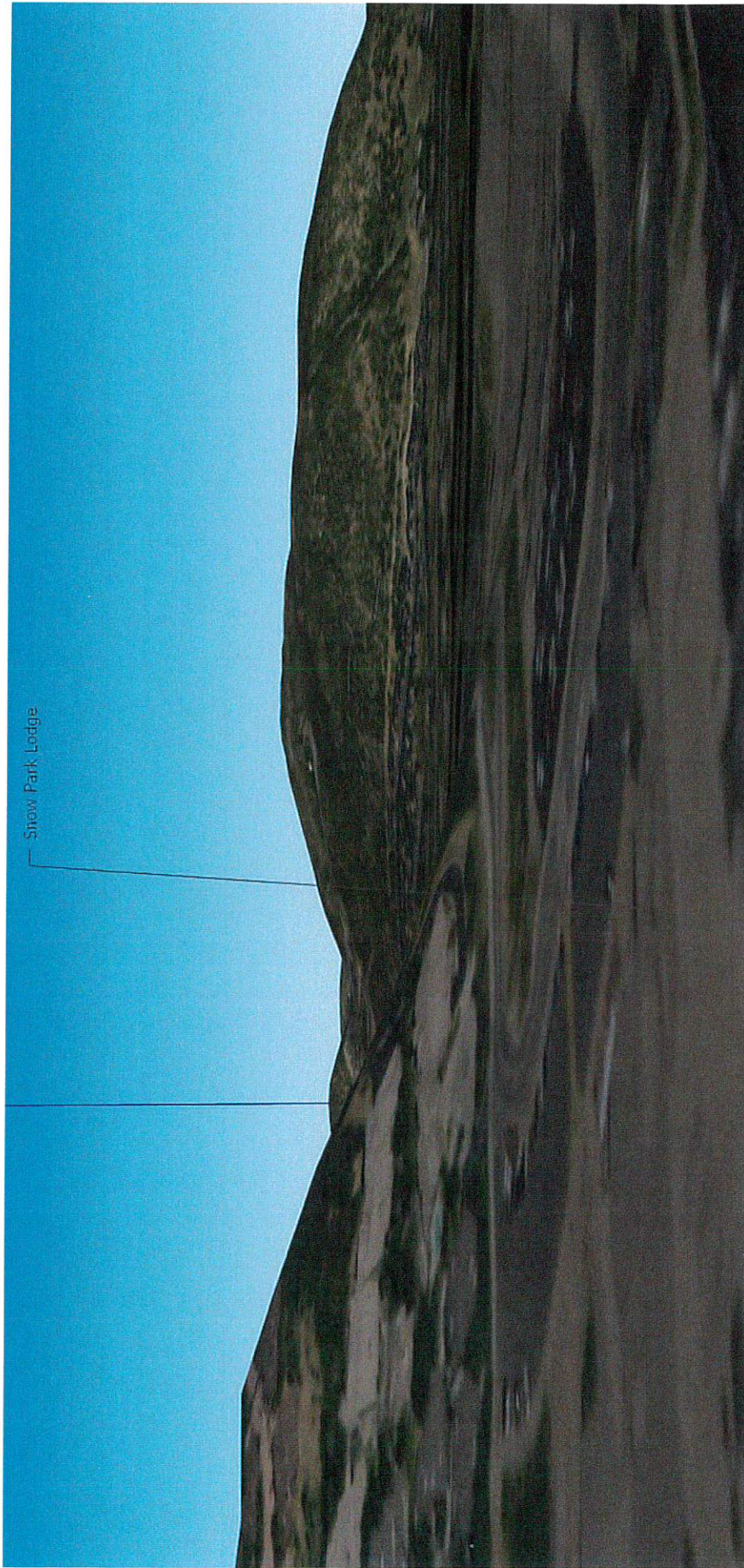
Utah Highway 248 at turn out 1/4 mile west of US Hwy 40



Treasure Mountain Middle School



Snow Park Lodge



SHEET • 1

449

1- WANTS TO THE JOB HAVE REPRESENTATIVES OF THE COMPANY WORK
ADDITIONAL ON THE COGNITIVE INFLUENCE OF THE WORK PERFORMED BY THE
CONSTRUCTION OF HIS BIOCHARACTERISTICS AND THE LEVEL FOR THE PURPOSE OF
OBTAINING THE WORK PERFORMANCE.

2. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS BETWEEN THE VARIOUS REVISIONS OF THE DRAWING GRADING AND/OR SPECIFICATIONS BEFORE PROCEEDING WITH ANY WORK EMPLOYED. IF ALL CASES, UNLESS OTHERWISE SPECIFIED, THE MOST SIGNIFICANT REVISIONS SHALL GOVERN AND BE FOLLOWS.
3. CONTRACTOR SHALL VERIFY ALL CONTROLS, DIMENSIONS, AND ELEVATIONS, ETC., AT THE SITE AND SHALL COORDINATE WORK PERFORMED BY ALL OTHERS ON SAME CANALS.

4. FORMERLY BRACING SHALL BE PROVIDED WHETHER NECESSARY TO THE CARE OF ALL LIMBS TO WHICH THE STRUCTURE MAY BE SUBJECTIVE, INCLUDING: (a) SUCH BRACING SHALL BE LEFT IN PLACE AS LONG AS IT MAY BE NECESSARY FOR SAFETY, ORDER, OR ALL STRUCTURAL ELEMENTS ARE COMPLETE.

SWITCHING CODE	2017 M.B.C.
STANDARD RATE	3
	1 + 1.00
	R + 5.50
	E + 6.50
	C ₂ + 6.55
STANDARD FORM	201700
	CONVERSION "C"
	1 + 1.00
200% BOND LEND	20 P5F
300% LIVE LEND	30 P5F
400% BOND LEND	40 P5F
500% LIVE LEND	50 P5F
600% BOND LEND	60 P5F
700% LIVE LEND	70 P5F
800% BOND LEND	80 P5F
900% LIVE LEND	90 P5F
1000% BOND LEND	1000 P5F

1. MA. POSTINGS ARE BASED ON AN ALLOWABLE SOIL BEARING CAPACITY OF 1000 PSF. ALL SOIL CONDITIONS ENCOUNTERED DURING EXCAVATION THAT IS CONTRARY TO THOSE USED FOR DESIGN OF POSTINGS AS SHOWN IN DESIGN DRAWINGS OR YOURS REPORTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR.

- [illegible]

Q194374 FR1, BEARING ON UNDERGROUND WATER SOL, ON EXISTING
Q194374 FR1 (SEE 1944-45). THE TYPICAL DETAILS FOR CHAIRS, JOINT
REPAIRS, ETC.

I- ALL FORMS OF POCCAGE AND OTHER TYPES SHALL BE DONE WITH CONCERTE WITH A COMPRESSIVE STRENGTH OF AT LEAST 2,000 PSI WITHIN 90 DAYS AFTER POURING. THE REINFORCEMENT ANCHOR SHALL BE NO GREATER THAN 6 IN. AND STRAP SHALL BE 3 INCHES OR LESS. THE CEMENT CONCRETE SHALL BE MIN. 18% PER OF. FORTUNE IS NOT ESTIMATING FOR CONTRACTORS.

3. SPARETS OUTSIDE REPAIR, ALL CORROSION MUST BE REMOVED WITH A 1/8" (4) BRASS DRILL, A BRASS DRILL CUTS INTO THE FIBER AND A BRASS BIT OF THE FIBER. CORROSION SHALL BE CORROSION REMOVED JOINT.
4. ALL CORROSION MUST BE REMOVED, CLEAN, SHIPPED, AND FOOTLOCK AS DIRECTED BY THE SUPERVISOR AND A.C.E. SUPERVISOR AND FACTORY
5. BEFORE CORROSION IS POLISHED, CHECK WITH THE REPAIR TO REPAIR FIBER PLACEMENT OF ALL CORROSION, FIBER, CABLE, CORROSION, SOLID, REPAIR, ETC. INSIDE TO REPAIR.
6. CORROSION IS SUPERVISOR BY ALL CORROSION AND SUPERVISOR.

1- ALL PERFORCIENT SHALL BE DETAILD AND PLACD IN ACCORDANCE WITH A.C.I. DETAILING HANDB. 30-27 AND A.C.I. STANDARDS 30-43

- [illegible]

IN ALL CASES, JERURAL COTTON SHALL NOT BE LESS THAN THE DANGER OF

- 4- REINFORCEMENT SHALL BE FOUR EIGHT IRB, OR, OR OTHER EQUIVALENT COATING HALF ANCHORED AFFECT BEARING CAPACITY.

1. ALL INDUSTRY SHALL BE RESPONDED AS FOLLOWS UNLESS OTHER ORDER IN DECREE AND DECREE.

- ✓ JUTTING MATERIAL, 1/4" AT CORNERS AND END OF WALLS, UNDER CORNERS, AND AT EACH 6" ALONGSIDE.
- IN EACH WALL USE 1 2X VERT.
- IN WALL, BARS SHALL BE SPACED TO BE FORTYFOUR INCHES.
- ✓ REINFORCEMENT, 1/4" BARS, SHALL BE COUPLED TO 36" (3 INCH UNITS OF 36" IN 1/4" END AND 36" IN 1/4" CORNERS) AT EACH 6" AT TOP OF WALLS AND COULDED AT JOINT FOR PLASTER LEVELS.
- IN EACH WALL USE 1 2X HORIZ.
- ✓ THE FOLLOWING REINFORCEMENT IS REQUIRED:
- A. INTERIOR TYPE "B" REINFORCING WIREBARS 1/4" DIA.
- B. GROUND, 1/4" 60,000 PSI YIELD POINT AND 1,500 PSI TENSILE, 1/4" DIA. BARS PER 36" SPACING, ALL WALLS 1/4" DIA. 1,500 PSI
- C. CORNER REINFORCING BARS PSI 1,500 PSI
- D. ARMS BLACK WIRE PSI 1,500 PSI

4. PROVIDE A RAIL OF THE 1/2 IN. IN COVERED SPACE, OR 1/4 IN. TIES ARE ADJACENT TO EVERY GROUPING SUCH EXCEEDS IN HEIGHT IN EITHER DIRECTION SHALL EXCEED IN HEIGHT 1/2 IN. BEYOND THE CORNERS OF THE OPENING

- [illegible]

1- FINGER GUNDS SHALL BE AS FOLLOWS:

STANDARD GUNDS	217-76 0700
COMPACT & CONCEALABLE GUNDS (HOLSTER OR JUMP)	217-76 0700
JUMPS	0000 FBI #2 318
STANDARDS	0000 FBI #2 318
JUMPS	0000 FBI #1 318

- [illegible]

- [illegible]

1. ALL STRUCTURAL STEEL SHALL BE A588 A-58, EXCEPT FOR TUBE COLUMN WHICH SHALL BE A588 A-500-B, IF $\frac{1}{4}$ IN. AND SMALLER SHALL COMPLY WITH THE

-

2- ALL DELTS FOR STEEL TO STEEL SHALL BE ASER. EXCEPT AS SPECIFIED

- 3- JEL. WELDING JETL COMPART FOR A.M.S. 61-618 HOLLOWBOWNS AND
JEL OF PORE WITH EMAS FLECCIDES BY WELDS CERTIFIED FOR IN
WELD TO BE OZINE.
- 4- JEL. BEARING PLATES FOR BEAMS AND COLUMNS BEARING ON BEAMS
ON CORROSION JEL. OF UNDERLAIN PULY WITH A HIGH COMPRESSION,
NON-SLICK GRAY.
5. JEL. TO FASCINATION AND ELECTRIC. STOP DRAGGINGS FOR JEL. SUE

1- FINISH, FLOOR SHALL BE 3/4" DICK FIB. F & G, A.P.A. PARTS OVER CO
STRACTIONS (UNDER WER BE HARS AT 4 INCHES O.C. AT ALL POINTS. ENDS
SUPPORTED DOORS, TOP OF ISLAND WALLS (ALL EXTERIOR WALLS ARE CON
WALLS, AND ALL BLOCKING) 16 AT 16 INCHES O.C. ALONG ENTIRE PERIMETER

- E-LAY SHEATHING WITH FACE GRAY AT RIGHT ANGLES TO FIBERS WITH TWO JOINTS SEAMLESS. GLUE WITH GLUE CONFORMING TO AFM-2 ACCORDING TO A.P.A. SPECIFICATIONS.

3- TYPICAL ROOF DRAINAGE DRAIN DE 5/8 INCH A.P.A. RAINBOW COR
DRAINAGE MARKED WITH 16 NAILS AT 6 INCHES O.C. AT ALL PANEL JOINTS
SUPPORTING CODES, TOP OF DRAIN PANELS (ALL EXTERIOR WALLS ARE SHE
WALLS, AND ALL BLOCKING) 16 AT 6 INCHES O.C. ALONG INTERSECTIONS
FRAMING MEMBERS, MAKING CHAM. DE SPACE AT 5/8 INCH DIA. PEEK

- 2-LAY TREATING WITH FACE GAIN AT JOINT SHOULD BE FRAMED AND JOINTS STAGGERED (SEE TYPICAL DETAIL).

1-1/2" EXPOSED STAIRS AND VERTICAL SURFACES AT STEPS IN ROOF SHE DE FINISHED WITH 1/2" X 1/4" RAISED PANEL FOR DETECTIVE OR STRUCTURAL, 8 PLYWOOD PANEL, SHOWN OR OTHER GRADES COVERED IN U.S.C. STAIRWAYS TO 25-4. HIGHER TO STEADY RAIL, SCHEDULE ON

- 3- STRAIGHTEN WALL, EXTEND CONCRETE FROM FLOOR FINISH TO ONE INCH FINISH OR LOWER LEVEL. EXTEND WALLS EXTERIOR. FINISH STEPS IN ROOF.

4- ANCHOR BOLTS FOR ALL STEEL WALLS SHALL BE SHOWN AND SPACING INDICATED IN SCHEDULE ABOVE WITH 7 INCHES MIN. EMBEDMENT.

- ### SECURITY NOTES

6. FREE, DOORS WITH SURFACES NOT LESS THAN THE EQUIVALENT OF 16 GAUGE SHEET METAL (0.06 INCH) IN THICKNESS.

- 3- Hinges are glued to prevent removal of the door.
- 4- Top and bottom hinges have a hidden, open, slot which can project a minimum of 1/4 inch.
- 5- Deadbolts are hardened to have a minimum strength of 1 inch per an engagement of 10% less than 5/8 inch.
- 6- Latching deadbolts to have a minimum strength of 1 inch and an engagement of 10% less than 5/8 inch.

B- CYLINDER GUINS TO BE DISMANTLED ON ALL CHARGER LOCKS IMMEDIATELY

- 12- SLIDING DOORS AND WINDOWS TO HAVE A LOCKING DEVICE AND TO BE CONNECTED TO AN INTRUSION ALARM OR EQUIPPED WITH A DEVICE TO PREVENT THE INTRUDER FROM OPENING OF THE WINDOW PANEL, FROM THE INTRUSION TABLE IN THE CLOSED POSITION.

1. LOW FLUSH WATER CLOSURE IS ONLY USED A STANDARD 1 1/2 IN. FLUSH.

- 1- SEE CHOKING/CHOKINGS IN "ELECTRICAL, WIRE".
- 2- SHOWN UNDER, KITCHEN SINK, LAUNDRATORY, & FRIGETS TO HAVE PLUG RESISTOR TO PLUG HAZARD 2.5 G. PLUG FIBRE PLUG DATE.
- 3- VOLT AND WASTE PAPER TO BE SCRA A.B. TO SELECT WIRE.
- 4- COVER WIRE LINES UNDER SLIP TO BE FIVE "1", ABOVE SLIP TO BE FIVE "1" AND SCIENCE FIBRE WIRE TO SCRA.
- 5- ALL PLUMBING WIRE THROUGH ROOF TO BE 2 INCH SCRA, CH

1- SERVICE PANEL TO BE 250 AMP 200-000V WITH 80-00 M.E.C.

- 3- RECOVERABLE FINANCIAL COMPONENT TO PROVIDE 10% OF A NEW COUNTRY PER LOCAL
- 4- SHOULD FINAL INTERVIEW COORDINATE AS TO WHEN TO FOLLOW
- 5- SARGENT/CHIEF COORDINATE WITH CHIEFS IN FIELD, OR IN APPROVED
- 6- SOURCE COORDINATE TO COOPERATE WITH 10% OF THE 10% A.E.C.
- 7- INTERVIEW UNIT, UNDER FIVE TO THE GRADING OF ELECTRICALLY CONTINUOUS BONDING WITH A HEMLOCK AS COVER COORDINATE UNIT AS ADVICE AT THE SOURCE POINT.

1- 800-255-SAFE (7233) FOR THE FOLLOWING IMPACT HOT LINES:

- [illegible]

JAMES L. CARROLL & ASSOCIATES INC.
"INDICATORS OF LIKED WINNING DESIGN"
488 EAST 400 SOUTH SUITE 408
SALT LAKE CITY, UTAH 84143 (801) 368-8877

THE DANIEL RESIDENCE
1115 AERIE DRIVE
LOT #6 HEARTHSTONE SUBDIVISION
CITY OF CHICAGO, ILLINOIS 60622

PROJECT	CASEL
RAN DATE	9 OCT 68
SERIES	
FLAVORS	ORANGE
CONFECTION	

INTERIOR FINISH SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CEILING				
2	WALL				
3	FLOOR				
4	DOOR				
5	WINDOW				
6	PAINT				
7	TRIM				
8	CEILING				
9	WALL				
10	FLOOR				
11	DOOR				
12	WINDOW				
13	PAINT				
14	TRIM				
15	CEILING				
16	WALL				
17	FLOOR				
18	DOOR				
19	WINDOW				
20	PAINT				
21	TRIM				
22	CEILING				
23	WALL				
24	FLOOR				
25	DOOR				
26	WINDOW				
27	PAINT				
28	TRIM				
29	CEILING				
30	WALL				
31	FLOOR				
32	DOOR				
33	WINDOW				
34	PAINT				
35	TRIM				
36	CEILING				
37	WALL				
38	FLOOR				
39	DOOR				
40	WINDOW				
41	PAINT				
42	TRIM				
43	CEILING				
44	WALL				
45	FLOOR				
46	DOOR				
47	WINDOW				
48	PAINT				
49	TRIM				
50	CEILING				
51	WALL				
52	FLOOR				
53	DOOR				
54	WINDOW				
55	PAINT				
56	TRIM				
57	CEILING				
58	WALL				
59	FLOOR				
60	DOOR				
61	WINDOW				
62	PAINT				
63	TRIM				
64	CEILING				
65	WALL				
66	FLOOR				
67	DOOR				
68	WINDOW				
69	PAINT				
70	TRIM				
71	CEILING				
72	WALL				
73	FLOOR				
74	DOOR				
75	WINDOW				
76	PAINT				
77	TRIM				
78	CEILING				
79	WALL				
80	FLOOR				
81	DOOR				
82	WINDOW				
83	PAINT				
84	TRIM				
85	CEILING				
86	WALL				
87	FLOOR				
88	DOOR				
89	WINDOW				
90	PAINT				
91	TRIM				
92	CEILING				
93	WALL				
94	FLOOR				
95	DOOR				
96	WINDOW				
97	PAINT				
98	TRIM				
99	CEILING				
100	WALL				

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CEILING				
2	WALL				
3	FLOOR				
4	DOOR				
5	WINDOW				
6	PAINT				
7	TRIM				
8	CEILING				
9	WALL				
10	FLOOR				
11	DOOR				
12	WINDOW				
13	PAINT				
14	TRIM				
15	CEILING				
16	WALL				
17	FLOOR				
18	DOOR				
19	WINDOW				
20	PAINT				
21	TRIM				
22	CEILING				
23	WALL				
24	FLOOR				
25	DOOR				
26	WINDOW				
27	PAINT				
28	TRIM				
29	CEILING				
30	WALL				
31	FLOOR				
32	DOOR				
33	WINDOW				
34	PAINT				
35	TRIM				
36	CEILING				
37	WALL				
38	FLOOR				
39	DOOR				
40	WINDOW				
41	PAINT				
42	TRIM				
43	CEILING				
44	WALL				
45	FLOOR				
46	DOOR				
47	WINDOW				
48	PAINT				
49	TRIM				
50	CEILING				
51	WALL				
52	FLOOR				
53	DOOR				
54	WINDOW				
55	PAINT				
56	TRIM				
57	CEILING				
58	WALL				
59	FLOOR				
60	DOOR				
61	WINDOW				
62	PAINT				
63	TRIM				
64	CEILING				
65	WALL				
66	FLOOR				
67	DOOR				
68	WINDOW				
69	PAINT				
70	TRIM				
71	CEILING				
72	WALL				
73	FLOOR				
74	DOOR				
75	WINDOW				
76	PAINT				
77	TRIM				
78	CEILING				
79	WALL				
80	FLOOR				
81	DOOR				
82	WINDOW				
83	PAINT				
84	TRIM				
85	CEILING				
86	WALL				
87	FLOOR				
88	DOOR				
89	WINDOW				
90	PAINT				
91	TRIM				
92	CEILING				
93	WALL				
94	FLOOR				
95	DOOR				
96	WINDOW				
97	PAINT				
98	TRIM				
99	CEILING				
100	WALL				

LEGEND OF SYMBOLS

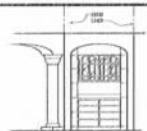
STAIRS		APPLIANCES		FEATURES		EQUIPMENT	



1
3A
DINING ROOM
SCALE: 1/4" = 1'-0"



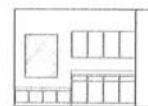
2
3A
DINING ROOM
SCALE: 1/4" = 1'-0"



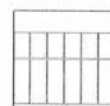
3
3A
GARDEN ROOM
SCALE: 1/4" = 1'-0"



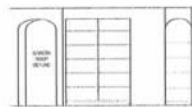
4
3A
MUD ROOM
SCALE: 1/4" = 1'-0"



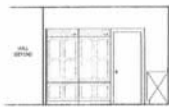
5
3A
MUD ROOM
SCALE: 1/4" = 1'-0"



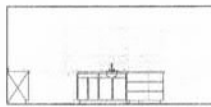
6
3A
SPORTING STORAGE
SCALE: 1/4" = 1'-0"



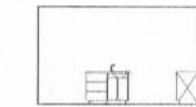
7
3A
KITCHEN
SCALE: 1/4" = 1'-0"



8
3A
KITCHEN
SCALE: 1/4" = 1'-0"



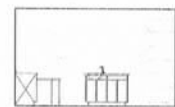
9
3A
KITCHEN ISLAND
SCALE: 1/4" = 1'-0"



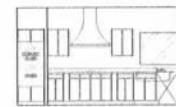
10
3A
KITCHEN ISLAND
SCALE: 1/4" = 1'-0"



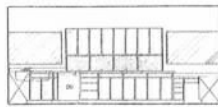
11
3A
KITCHEN ISLAND
SCALE: 1/4" = 1'-0"



12
3A
KITCHEN ISLAND
SCALE: 1/4" = 1'-0"



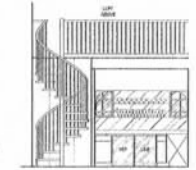
13
3A
KITCHEN
SCALE: 1/4" = 1'-0"



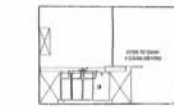
14
3A
KITCHEN
SCALE: 1/4" = 1'-0"



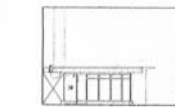
15
3A
GATHERING ROOM
SCALE: 1/4" = 1'-0"



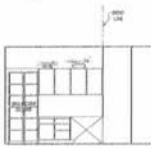
16
3A
BAR
SCALE: 1/4" = 1'-0"



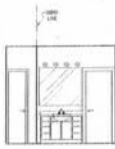
17
3A
BAR
SCALE: 1/4" = 1'-0"



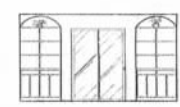
18
3A
BAR
SCALE: 1/4" = 1'-0"



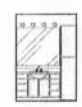
19
3A
OFFICE
SCALE: 1/4" = 1'-0"



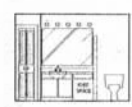
20
3A
BATH 3
SCALE: 1/4" = 1'-0"



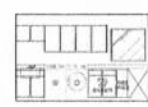
21
3A
GUEST SUITE
SCALE: 1/4" = 1'-0"



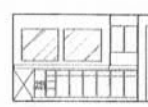
22
3A
BATH 2
SCALE: 1/4" = 1'-0"



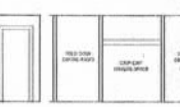
23
3A
BATH 4
SCALE: 1/4" = 1'-0"



24
3A
LAUNDRY
SCALE: 1/4" = 1'-0"



25
3A
LAUNDRY
SCALE: 1/4" = 1'-0"



26
3A
LAUNDRY
SCALE: 1/4" = 1'-0"



27
3A
MASTER BATH
SCALE: 1/4" = 1'-0"



28
3A
MASTER BATH
SCALE: 1/4" = 1'-0"



29
3A
BATH 5
SCALE: 1/4" = 1'-0"



30
3A
BATH 5
SCALE: 1/4" = 1'-0"

APPROVE
NOV 09 2006
PARK CITY
BUILDING INSPECTION
RECEIVED
OCT 15 2006
PARK CITY
MUNICIPAL CODE

JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATORS OF AWARD WINNING DESIGN"
488 EAST 400 SOUTH SUITE #408
SALT LAKE CITY, UTAH 84111 801-588-8877

THE DANIEL RESIDENCE
115 ABERCROMBIE DRIVE
LOT 14 SEASIDE PARK SUBDIVISION
PARK CITY, UTAH 84302

SHEET # 3A



NOTE: PROVIDE CONTINUOUS PRE-FAB RIDGE VENTS

1
4 NORTH ELEVATION
SCALE 1/4" = 1'-0"



2
4 WEST ELEVATION
SCALE 1/4" = 1'-0"

ELEVATION NOTES:

1. EXTERIOR WALLS: STONE, 12" MIN. THICK.
2. EXTERIOR WALLS: STONE, 12" MIN. THICK.
3. EXTERIOR WALLS: STONE, 12" MIN. THICK.
4. EXTERIOR WALLS: STONE, 12" MIN. THICK.
5. EXTERIOR WALLS: STONE, 12" MIN. THICK.
6. EXTERIOR WALLS: STONE, 12" MIN. THICK.
7. EXTERIOR WALLS: STONE, 12" MIN. THICK.
8. EXTERIOR WALLS: STONE, 12" MIN. THICK.
9. EXTERIOR WALLS: STONE, 12" MIN. THICK.
10. EXTERIOR WALLS: STONE, 12" MIN. THICK.
11. EXTERIOR WALLS: STONE, 12" MIN. THICK.
12. EXTERIOR WALLS: STONE, 12" MIN. THICK.
13. EXTERIOR WALLS: STONE, 12" MIN. THICK.
14. EXTERIOR WALLS: STONE, 12" MIN. THICK.
15. EXTERIOR WALLS: STONE, 12" MIN. THICK.
16. EXTERIOR WALLS: STONE, 12" MIN. THICK.
17. EXTERIOR WALLS: STONE, 12" MIN. THICK.
18. EXTERIOR WALLS: STONE, 12" MIN. THICK.
19. EXTERIOR WALLS: STONE, 12" MIN. THICK.
20. EXTERIOR WALLS: STONE, 12" MIN. THICK.

JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATORS OF ASIAN LIVING DESIGN"
 468 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 801 888-8817

THE DANIEL RESIDENCE
 115 ABER DRIVE
 LOT 48 HARTSTONE SUBDIVISION
 PARK CITY, UTAH 84303

RECEIVED
 OCT 17 2008
 PARK CITY MUNICIPAL CORP.
 PLANNING DEPT.

DATE: 10/17/08

SHEET # 4



- ELEVATION NOTES:**
1. ROOF: SHINGLES, 30 YEAR, 12/12 PITCH.
 2. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 3. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 4. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 5. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 6. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 7. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 8. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 9. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 10. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 11. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 12. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 13. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 14. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 15. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 16. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 17. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 18. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 19. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 20. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 21. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 22. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 23. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 24. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 25. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 26. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 27. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 28. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 29. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 30. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 31. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 32. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 33. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 34. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 35. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 36. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 37. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 38. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 39. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 40. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 41. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 42. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 43. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 44. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 45. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 46. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 47. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 48. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 49. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 50. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 51. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 52. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 53. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 54. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 55. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 56. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 57. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 58. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 59. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 60. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 61. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 62. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 63. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 64. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 65. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 66. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 67. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 68. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 69. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 70. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 71. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 72. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 73. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 74. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 75. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 76. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 77. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 78. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 79. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 80. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 81. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 82. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 83. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 84. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 85. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 86. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 87. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 88. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 89. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 90. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 91. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 92. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 93. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 94. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 95. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 96. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 97. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 98. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 99. SIDING: VINYL, WHITE, 12" X 12" PANELS.
 100. SIDING: VINYL, WHITE, 12" X 12" PANELS.

JAMES L. CARROLL & ASSOCIATES INC.
INNOVATORS OF LIVED IN DESIGN
 488 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 801-349-8817

THE DANIEL RESIDENCE

THE LERIE OLIVE
 LOT 18 HICKORY HILLS
 PARK CITY, UTAH 84303

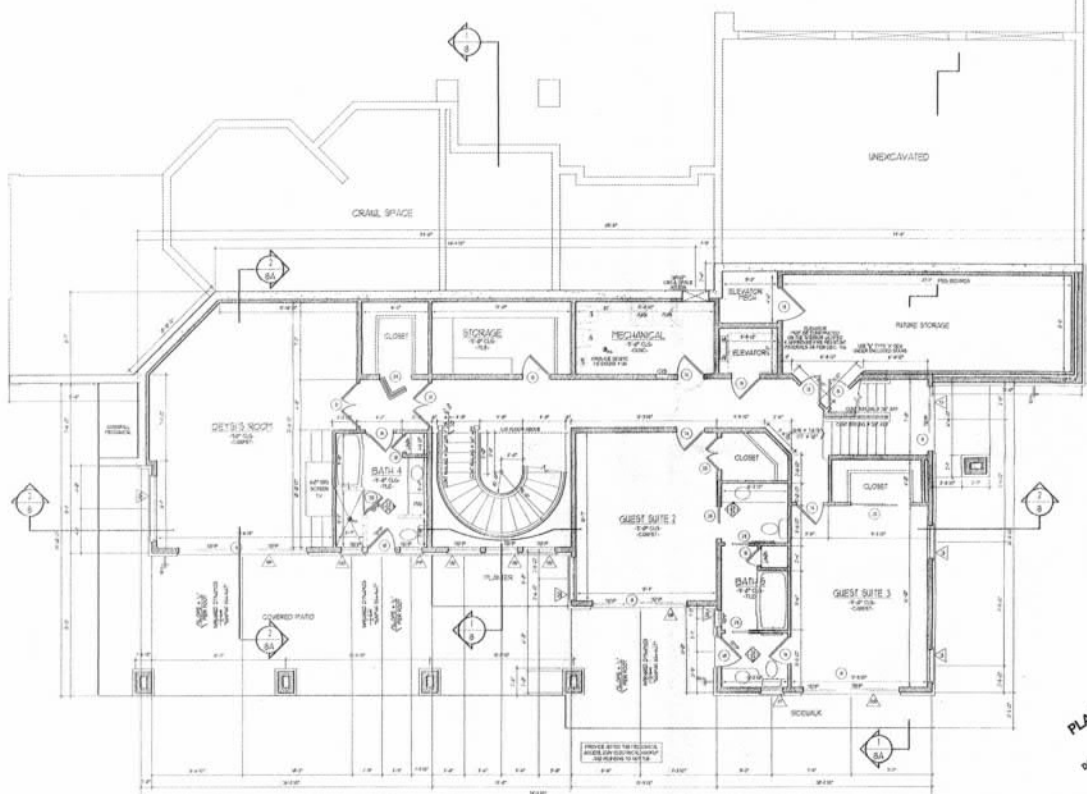
APPROVED
 MAY 8-3-2008
 PARK CITY
 (BUILDING DEPARTMENT)

RECEIVED
 OCT 15 2008
 PARK CITY
 MUNICIPAL CLERK

PLANNING DEPT. APPROVED
 DATE: 10/15/08

SHEET # 4A

PROVIDE ENGINEERED SPRINKLER SYSTEM
IN ACCORDANCE WITH NFPA 13D



LOWER FLOOR PLAN
SCALE: 1/4" = 1'-0"

FLOOR PLAN NOTES:

- [illegible]

PLANNING DEPT.
APPROVED
DATE 10/1/92

APPROVED
NOV 02 1999
FBI - NEW YORK
RECEIVED
OCT 15 1999

SQUARE FOOTAGES:	PARK CITY MUNICIPAL CODE:
MAIN LEVEL	13/91
UPPER LEVEL	20
SUBTOTAL	4,710 SQ. FT.
LOWER LEVEL	1/14
GARAGE	1/18
STORAGE/MECHANICAL	1/24
TOTAL	8,220 SQ. FT.

JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATORS OF AWED WINING DESIGN"
482 EAST 400 SOUTH SUITE #608
SALT LAKE CITY, UTAH 84111 (801) 528-2817

THE DANIEL RESIDENCE
1115 AERIE DRIVE
LOT #6 HEARTHSTONE SUBDIVISION
PARK CITY, UTAH 84060

100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

SHEET # 5

[illegible]

MAIN FLOOR PLAN

JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATORS OF LULU RIVINGTON DESIGN"
 485 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 (801) 829-8877

THE DANTI RESIDENCE

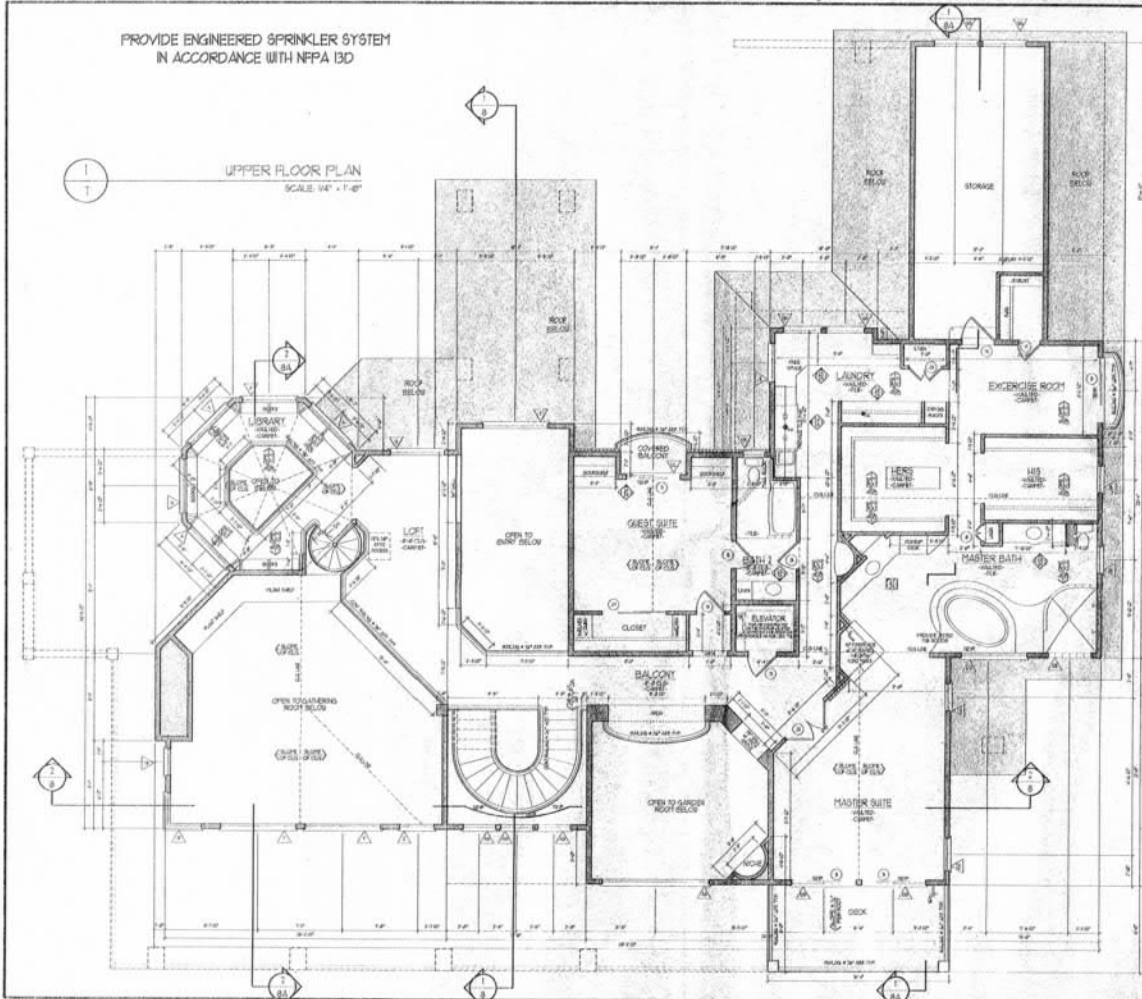
1115 AERIE DRIVE
LOT #8 HEARTHSTONE SUBDIVISION
PARK CITY, UT 84060

PROJECT	DATE	PLAN DATE	REVISED	PLANNED BY	DESCRIPTION
PLANT GARDEN	10-10-55				

SHEET # 8

PROVIDE ENGINEERED SPRINKLER SYSTEM
IN ACCORDANCE WITH NFPA 13D

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



FLOOR PLAN NOTES:

1. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
2. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
3. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
4. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
5. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
6. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
7. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
8. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
9. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
10. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
11. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
12. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
13. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
14. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
15. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
16. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
17. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
18. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
19. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
20. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
21. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
22. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
23. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
24. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
25. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
26. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
27. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
28. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
29. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
30. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
31. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
32. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
33. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
34. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
35. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
36. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
37. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
38. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
39. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
40. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
41. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
42. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
43. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
44. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
45. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
46. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
47. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
48. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
49. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
50. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
51. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
52. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
53. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
54. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
55. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
56. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
57. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
58. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
59. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
60. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
61. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
62. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
63. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
64. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
65. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
66. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
67. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
68. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
69. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
70. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
71. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
72. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
73. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
74. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
75. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
76. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
77. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
78. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
79. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
80. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
81. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
82. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
83. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
84. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
85. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
86. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
87. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
88. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
89. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
90. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
91. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
92. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
93. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
94. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
95. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
96. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
97. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
98. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
99. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.
100. SEE GENERAL NOTES FOR DIMENSIONS AND TOLERANCES.

PLANNING DEPT.
APPROVED
DATE: 10/15/88

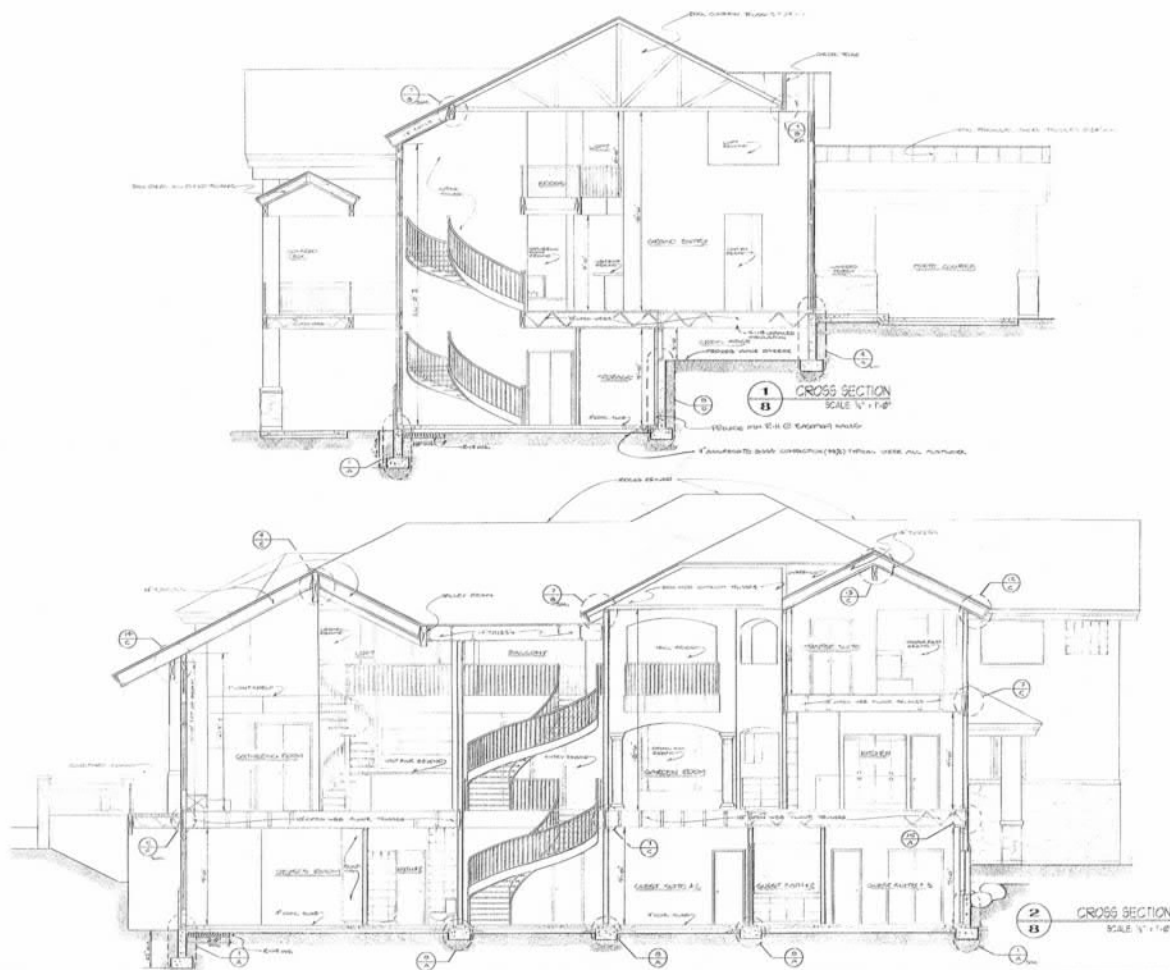
APPROVE
NOV 03 1988
RECEIVED
OCT 15 1988
PARK CITY
MUNICIPAL CORP.

SQUARE FOOTAGES:	
MAIN LEVEL	2999 S.F.
UPPER LEVEL	278 S.F.
SUBTOTAL	4,718 S.F.
COVERED PORCH	104 S.F.
CARAGE	104 S.F.
SCREENED PORCHES	80 S.F.
TOTAL	5,220 S.F.

JAMES L. CARROLL & ASSOCIATES INC.
ARCHITECTS OF AMERICAN DESIGN
400 EAST 400 SOUTH SUITE 400
SALT LAKE CITY, UTAH 84101 (801) 588-8877

THE DANIEL RESIDENCE
115 ABBEY DRIVE
LOT 14 SECTIONS ONE, TWO, THREE
PARK CITY, UTAH 84302

SHEET # 7



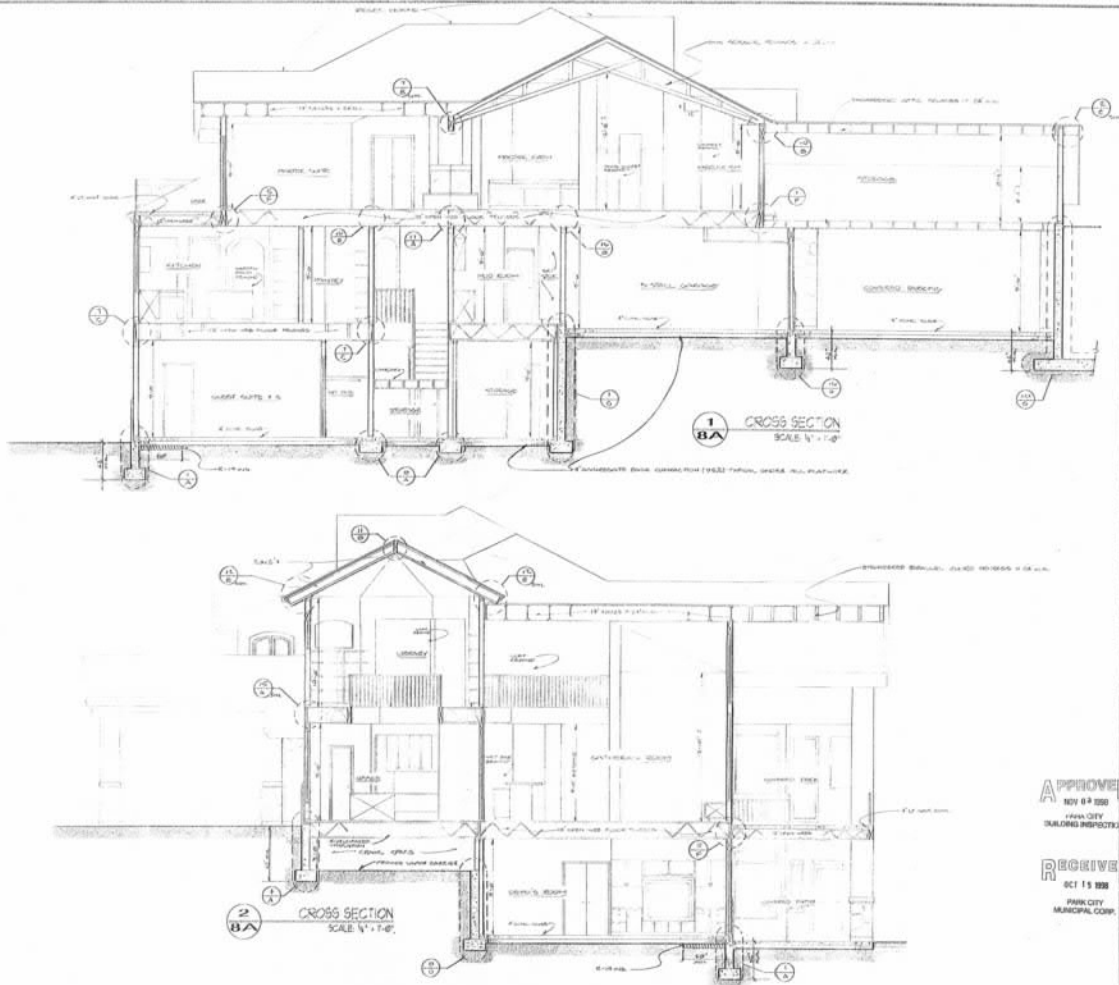
APPROVED
NOV 9 1988
PARK CITY
BUILDING INSPECTION

RECEIVED
OCT 15 1988
PARK CITY
MUNICIPAL CORP.

JAMES L. CARROLL & ASSOCIATES INC.
"INTEGRITY OF ARCHITECTURAL DESIGN"
488 EAST 400 SOUTH SUITE #408
SALT LAKE CITY, UTAH 84111 (801) 268-8877

THE DANIEL RESIDENCE
15 LASEE DRIVE
LOT 16 SECTION ONE SUBDIVISION
PARK CITY, UTAH 84060

SHEET # 8



APPROVED
NOV 8 1988
PARK CITY
BUILDING DEPARTMENT

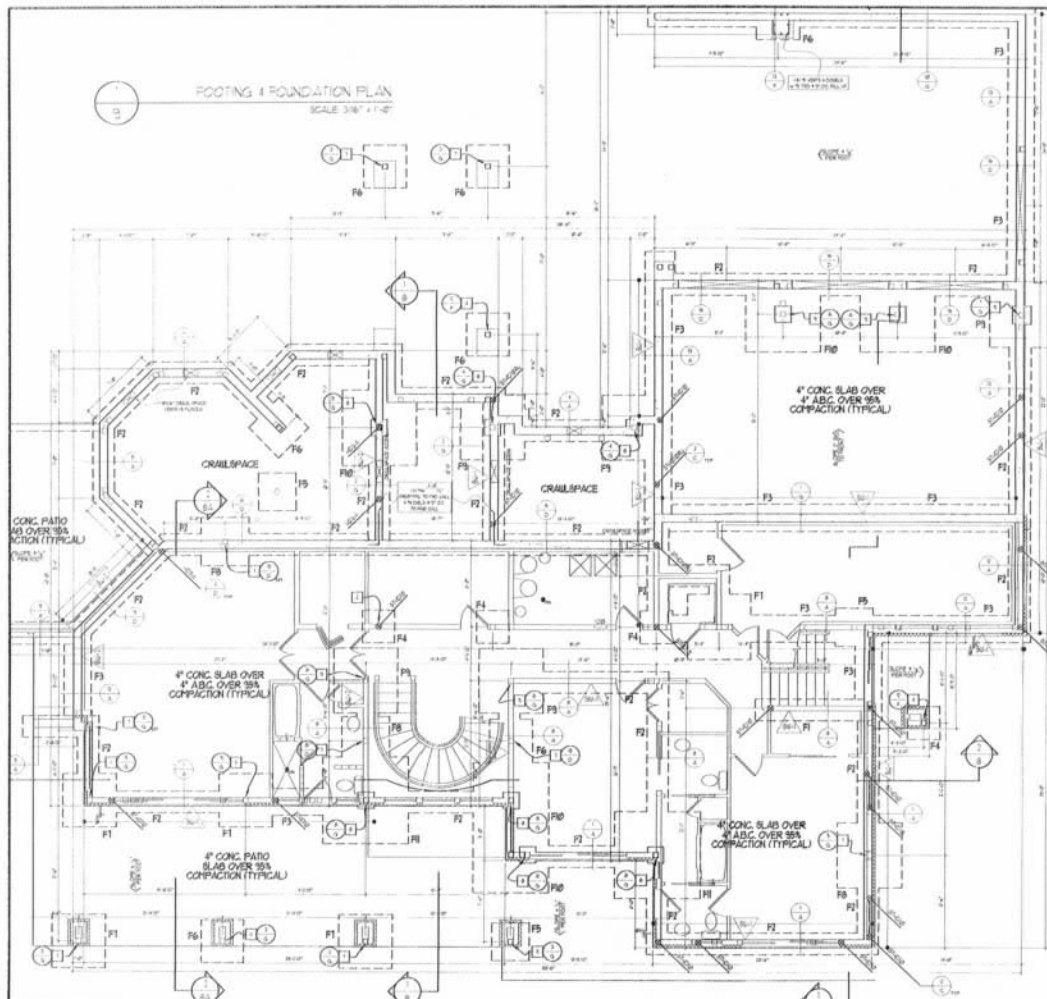
RECEIVED
OCT 15 1988
PARK CITY
MUNICIPAL CORP.

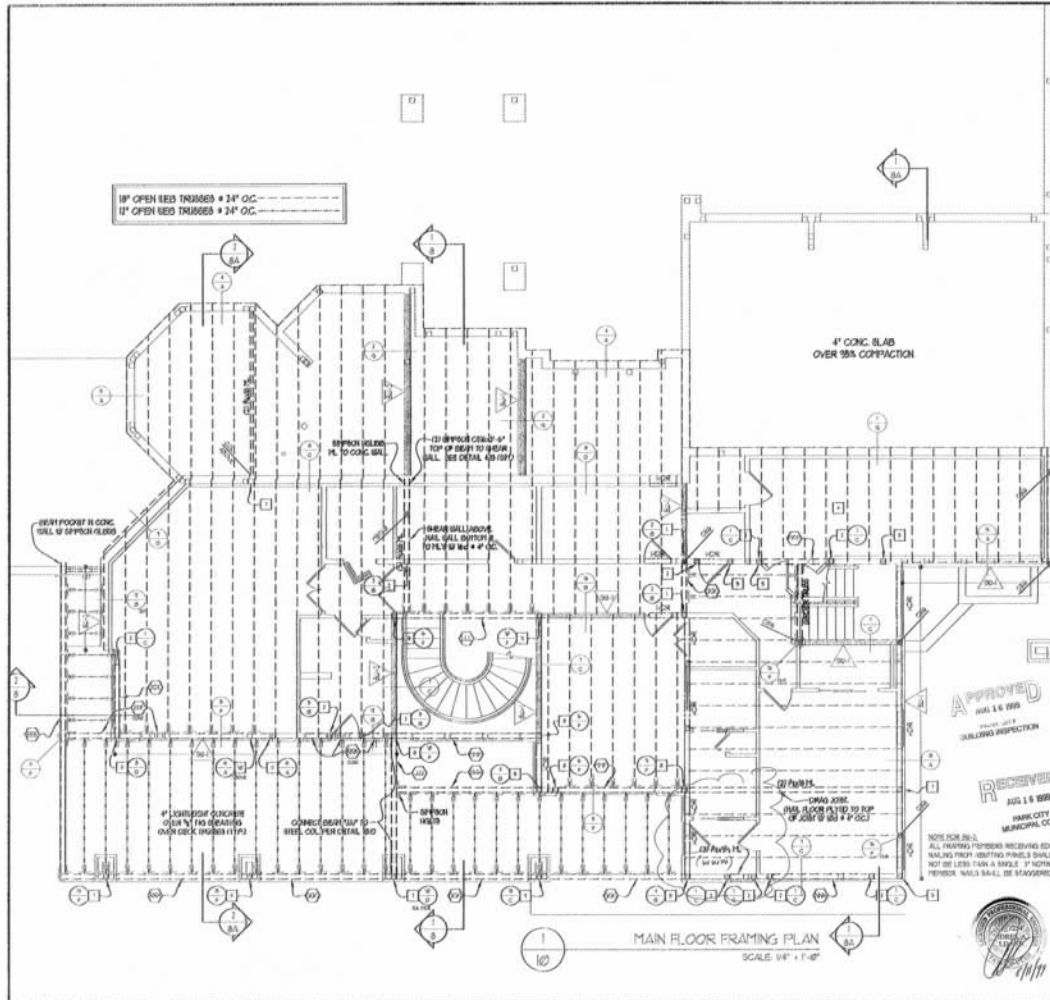
JAMES L. CARROLL & ASSOCIATES INC.
ARCHITECTS OF ARCHITECTURAL DESIGN
466 EAST 400 SOUTH SUITE #400
SALT LAKE CITY, UTAH 84111 (801) 388-8817

THE DANIEL RESIDENCE
115 LARSEN DRIVE
LOT 18 HEARTSTONE SUBDIVISION
PARK CITY, UTAH 84303

DATE	11/15/88
PROJECT	THE DANIEL RESIDENCE
OWNER	THE DANIEL RESIDENCE
ARCHITECT	JAMES L. CARROLL & ASSOCIATES INC.
ENGINEER	JAMES L. CARROLL & ASSOCIATES INC.
INSPECTOR	JAMES L. CARROLL & ASSOCIATES INC.

SHEET # 8A

[illegible]



LEGEND	
WALL, COLUMN, BEAM	STEEL
WALL, COLUMN, BEAM	CONC
WALL, COLUMN, BEAM	WOOD
WALL, COLUMN, BEAM	GLASS
WALL, COLUMN, BEAM	CEILING
WALL, COLUMN, BEAM	FLOOR
WALL, COLUMN, BEAM	ROOF
WALL, COLUMN, BEAM	FOUNDATION
WALL, COLUMN, BEAM	MECHANICAL
WALL, COLUMN, BEAM	ELECTRICAL
WALL, COLUMN, BEAM	PLUMBING
WALL, COLUMN, BEAM	HEATING
WALL, COLUMN, BEAM	Cooling
WALL, COLUMN, BEAM	Other

STRUCTURAL NOTES	
1	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
2	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
3	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
4	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
5	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
6	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
7	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
8	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
9	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
10	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
11	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
12	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
13	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
14	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
15	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
16	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
17	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
18	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
19	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
20	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.

DESIGN LOADS	
FLOOR	DL 15 PSF
ROOF	RL 30 PSF
GROUND	GS 10 PSF
WIND	W 15 PSF
SEISMIC	S 10 PSF

POST SCHEDULE	
NO.	DESCRIPTION
1	12\"/>

BEAM SCHEDULE	
NO.	DESCRIPTION
1	12\"/>

SHEAR WALL SCHEDULE	
NO.	DESCRIPTION
1	12\"/>

SHEAR WALL NOTES	
1	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
2	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
3	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
4	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
5	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
6	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
7	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
8	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
9	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
10	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
11	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
12	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
13	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
14	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
15	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
16	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
17	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
18	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
19	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
20	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.

JAMES L. CARROLL & ASSOCIATES INC.

STRUCTURAL ENGINEERS

448 EAST 400 SOUTH SUITE 400

SALT LAKE CITY, UTAH 84115

THE DANIEL RESIDENCE

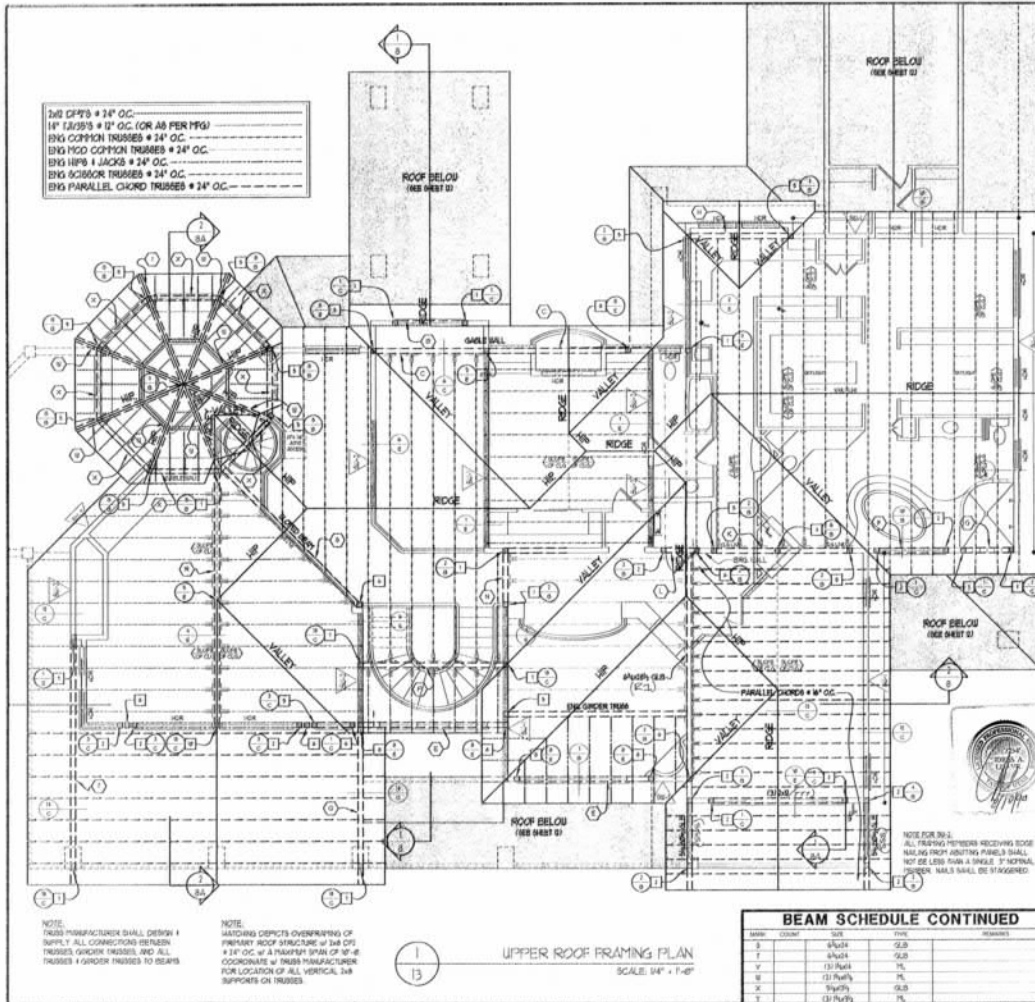
1000 S. 1000 E.

SALT LAKE CITY, UTAH 84115

SHEET # 10



THE DANIEL RESIDENCE 115 ABERDEEN DRIVE LOT 18 HIGHLAND SUBDIVISION PARK CITY, UTAH 84303		JAMES L. CARROLL & ASSOCIATES INC. "ARCHITECTS OF LIVING DESIGN" 438 EAST 400 SOUTH SUITE 4008 SALT LAKE CITY, UTAH 84111 801-588-8817	
PROJECT: DANIEL RESIDENCE DRAWING: 115 ABERDEEN DRIVE DATE: 11/18/01 SCALE: 1/8" = 1'-0" SHEET: 1 OF 1		PROJECT: DANIEL RESIDENCE DRAWING: 115 ABERDEEN DRIVE DATE: 11/18/01 SCALE: 1/8" = 1'-0" SHEET: 1 OF 1	



TWO (2) 10" x 12" OC (OR AS PER MFG)
 TWO (2) 10" x 12" OC (OR AS PER MFG)
 TWO (2) 10" x 12" OC (OR AS PER MFG)
 TWO (2) 10" x 12" OC (OR AS PER MFG)
 TWO (2) 10" x 12" OC (OR AS PER MFG)

13

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

MEMBER	COUNT	SIZE	TYPE	REMARKS
1	1	2x12	GLB	
2	1	2x12	GLB	
3	1	2x12	GLB	
4	1	2x12	GLB	
5	1	2x12	GLB	
6	1	2x12	GLB	
7	1	2x12	GLB	
8	1	2x12	GLB	
9	1	2x12	GLB	
10	1	2x12	GLB	

LEGEND:

TRUSS WALL NUMBER
 TRUSS MEMBER
 TRUSS JOINT
 TRUSS HANGER
 TRUSS BRACE
 TRUSS HANGAR

TRUSS MEMBER
 TRUSS JOINT
 TRUSS HANGER
 TRUSS BRACE
 TRUSS HANGAR

STRUCTURAL NOTES:

1. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 2. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 3. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 4. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 5. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 6. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 7. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 8. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 9. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 10. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.

DESIGN LOADS

DL 15 PSF
 LL 40 PSF
 TL 55 PSF

DL 18 PSF
 LL 45 PSF
 TL 60 PSF

UNIFORM SNOW LOAD 184
 MAX. VALLEY SNOW LOAD 145
 MAX. SNOW DRIFT LOAD 113

POST SCHEDULE

MEMBER	COUNT	SIZE	TYPE	REMARKS
1	1	2x12	GLB	
2	1	2x12	GLB	
3	1	2x12	GLB	
4	1	2x12	GLB	
5	1	2x12	GLB	
6	1	2x12	GLB	
7	1	2x12	GLB	
8	1	2x12	GLB	
9	1	2x12	GLB	
10	1	2x12	GLB	

BEAM SCHEDULE

MEMBER	COUNT	SIZE	TYPE	REMARKS
1	1	2x12	GLB	
2	1	2x12	GLB	
3	1	2x12	GLB	
4	1	2x12	GLB	
5	1	2x12	GLB	
6	1	2x12	GLB	
7	1	2x12	GLB	
8	1	2x12	GLB	
9	1	2x12	GLB	
10	1	2x12	GLB	

ALL CHORDS & WALLS SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.

SHEAR WALL SCHEDULE

MEMBER	COUNT	SIZE	TYPE	REMARKS
1	1	2x12	GLB	
2	1	2x12	GLB	
3	1	2x12	GLB	
4	1	2x12	GLB	
5	1	2x12	GLB	
6	1	2x12	GLB	
7	1	2x12	GLB	
8	1	2x12	GLB	
9	1	2x12	GLB	
10	1	2x12	GLB	

SHEAR WALL NOTES

1. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 2. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 3. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 4. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 5. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 6. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 7. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 8. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 9. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.
 10. ALL TRUSSES SHALL BE DESIGNED TO RESIST ALL APPLIED LOADS TO BE SUBMITTED TO BUILDING DEPARTMENT FOR REVIEW.

JAMES L. CARROLL & ASSOCIATES INC.

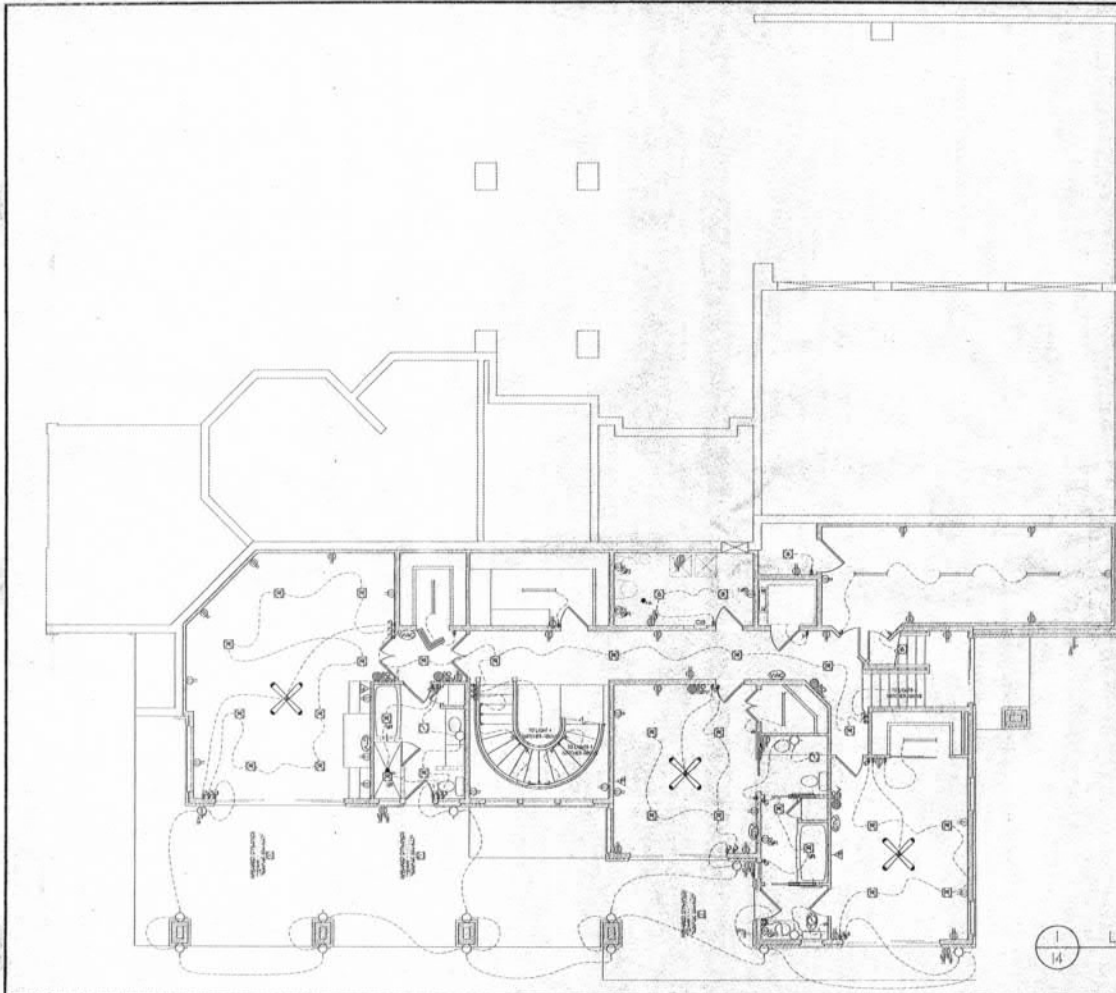
"INNOVATIONS OF AWARD WINNING DESIGN"
 488 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 801-588-8877

THE DANIEL RESIDENCE

185 ARDEN DRIVE
 LOT 185 ARDEN DRIVE
 SALT LAKE CITY, UTAH 84111

SHEET # 13





- ELECTRICAL NOTES:**
1. All wiring shall conform to the National Electrical Code (NEC) and the Utah Electrical Code (UEC).
 2. All wiring shall be installed in accordance with the manufacturer's instructions.
 3. All wiring shall be installed in a safe and sound manner.
 4. All wiring shall be installed in a manner that does not create a fire hazard.
 5. All wiring shall be installed in a manner that does not create a safety hazard.
 6. All wiring shall be installed in a manner that does not create an interference with other systems.
 7. All wiring shall be installed in a manner that does not create an obstruction to traffic.
 8. All wiring shall be installed in a manner that does not create an obstruction to view.
 9. All wiring shall be installed in a manner that does not create an obstruction to sound.
 10. All wiring shall be installed in a manner that does not create an obstruction to light.
 11. All wiring shall be installed in a manner that does not create an obstruction to air.
 12. All wiring shall be installed in a manner that does not create an obstruction to water.
 13. All wiring shall be installed in a manner that does not create an obstruction to fire.
 14. All wiring shall be installed in a manner that does not create an obstruction to other systems.
 15. All wiring shall be installed in a manner that does not create an obstruction to traffic.
 16. All wiring shall be installed in a manner that does not create an obstruction to view.
 17. All wiring shall be installed in a manner that does not create an obstruction to sound.
 18. All wiring shall be installed in a manner that does not create an obstruction to light.
 19. All wiring shall be installed in a manner that does not create an obstruction to air.
 20. All wiring shall be installed in a manner that does not create an obstruction to water.
 21. All wiring shall be installed in a manner that does not create an obstruction to fire.
 22. All wiring shall be installed in a manner that does not create an obstruction to other systems.
 23. All wiring shall be installed in a manner that does not create an obstruction to traffic.
 24. All wiring shall be installed in a manner that does not create an obstruction to view.
 25. All wiring shall be installed in a manner that does not create an obstruction to sound.
 26. All wiring shall be installed in a manner that does not create an obstruction to light.
 27. All wiring shall be installed in a manner that does not create an obstruction to air.
 28. All wiring shall be installed in a manner that does not create an obstruction to water.
 29. All wiring shall be installed in a manner that does not create an obstruction to fire.
 30. All wiring shall be installed in a manner that does not create an obstruction to other systems.

APPROVED
BY: [Signature]
DATE: [Date]
PARK CITY
BUILDING INSPECTION

RECEIVED
OCT 15 2001
PARK CITY
MUNICIPAL CORP.

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

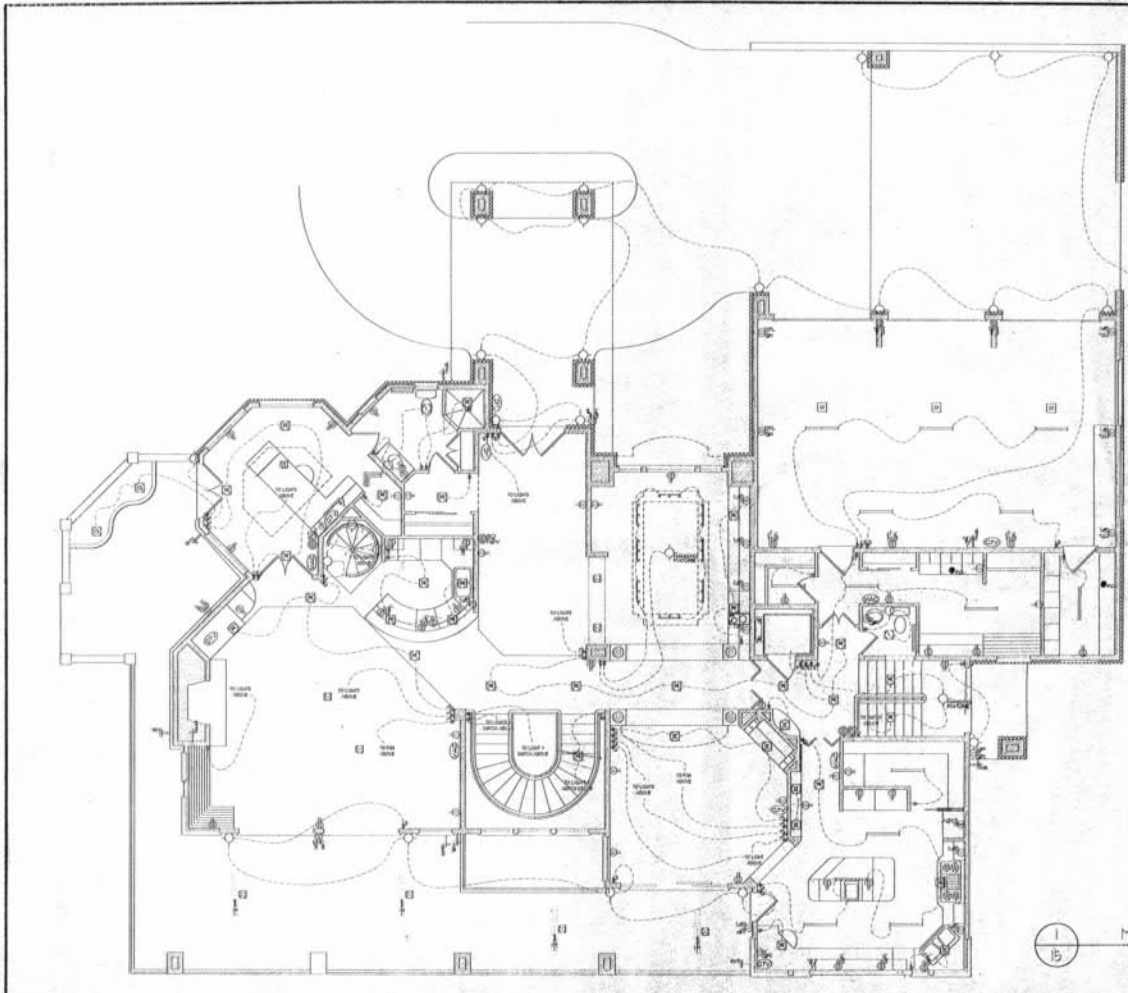
LOWER FLOOR ELECTRICAL PLAN

1
14

JAMES L. CARROLL & ASSOCIATES INC.
ELECTRICAL ENGINEERS
466 EAST 400 SOUTH SUITE #400
SALT LAKE CITY, UTAH 84143
801-588-8877

THE DANIEL RESIDENCE
1615 1ST AVENUE
LOT 18 HIGHLAND
PARK CITY, UTAH 84400

SHEET # 14



- ELECTRICAL NOTES:**
- 1) REFER TO ELECTRICAL CODE, CHAPTER 100, SECTION 100.1.1.
 - 2) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 3) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 4) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 5) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 6) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 7) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 8) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 9) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 10) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 11) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 12) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 13) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 14) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.
 - 15) ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 1999 EDITION, AS AMENDED.

MAIN FLOOR ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

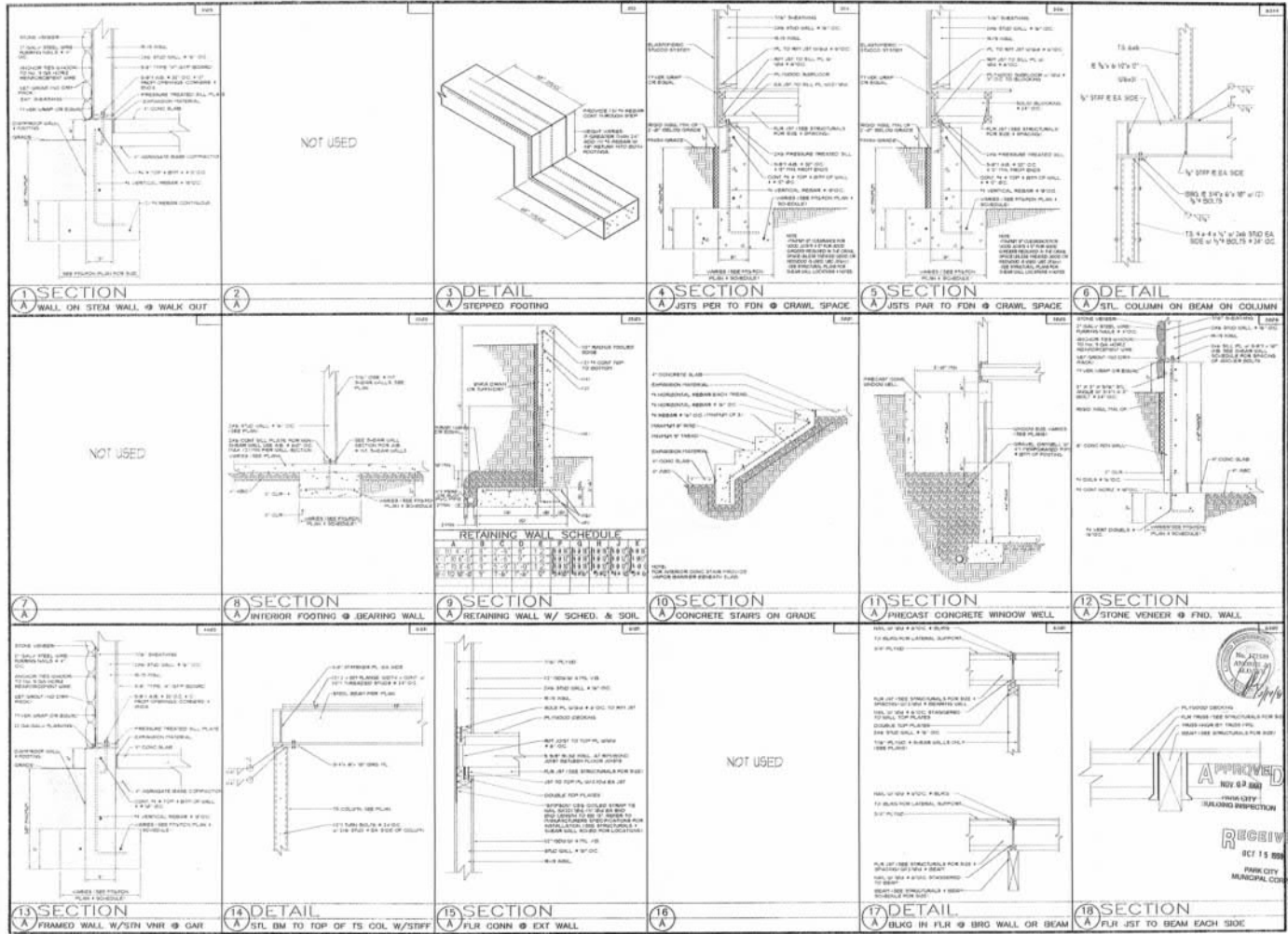
APPROVED
BY: [Signature]
DATE: [Date]
RECEIVED
OCT 15 1998
PARK CITY
BUILDING DEPARTMENT

JAMES L. CARROLL & ASSOCIATES INC.
"NOVATIONS OF ALCANTARA DESIGN"
400 EAST 400 SOUTH SUITE 4000
SALT LAKE CITY, UTAH 84143-3887

THE DANIEL RESIDENCE
100 ARE DRIVE
LOT 14 SEPTON
PARK CITY, UTAH 84302

PROJECT:	THE DANIEL RESIDENCE
OWNER:	THE DANIEL RESIDENCE
DESIGNER:	JAMES L. CARROLL & ASSOCIATES INC.
DATE:	OCT 15 1998
BY:	[Signature]
CHECKED BY:	[Signature]
APPROVED BY:	[Signature]
DATE:	OCT 15 1998

SHEET # 15

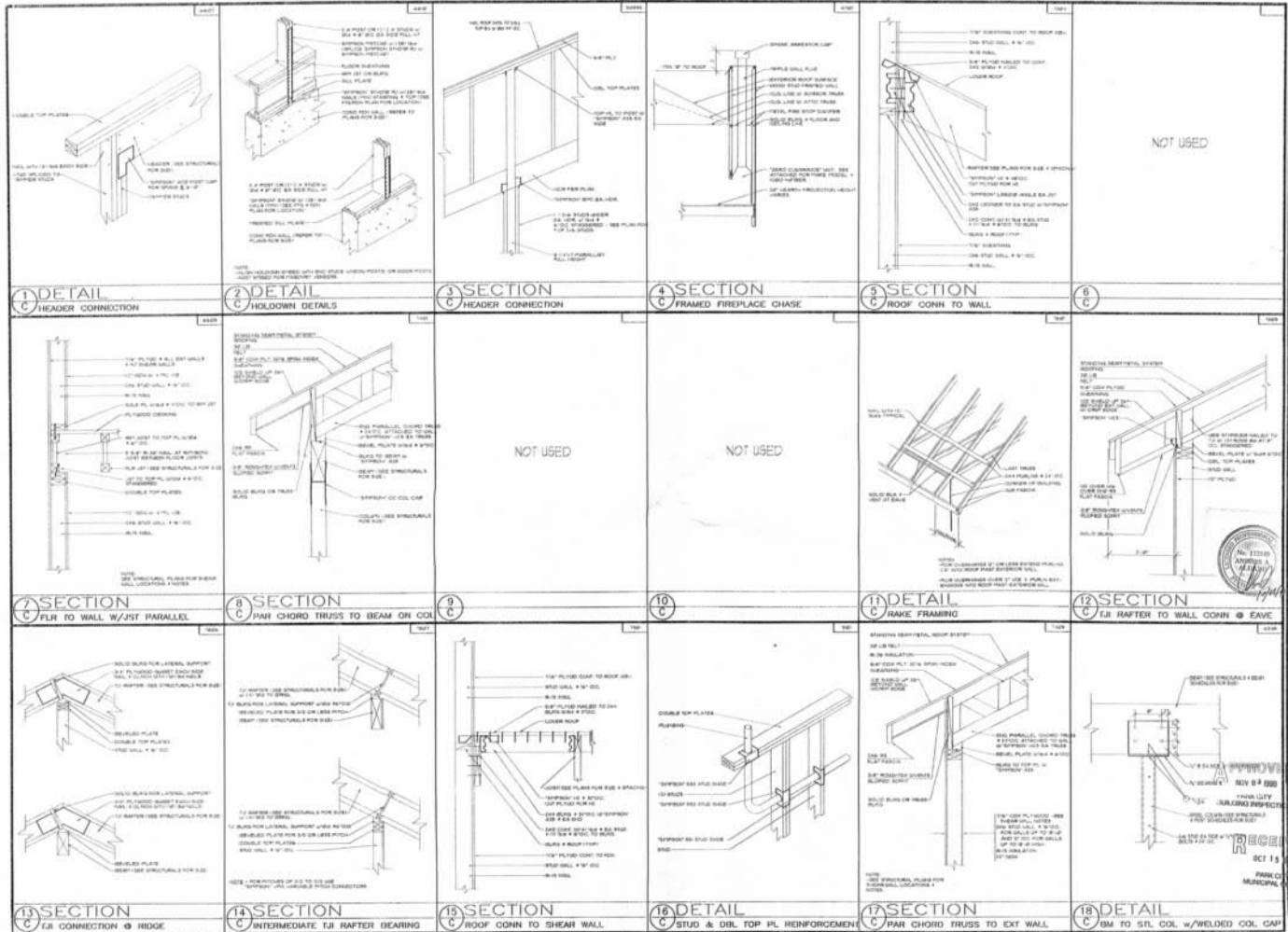


JAMES L. CARROLL & ASSOCIATES INC.
 488 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 (801) 888-8877

THE DANIEL RESIDENCE
 1980 S. 1000 E. SUITE 100
 SALT LAKE CITY, UTAH 84111

RECEIVED
 OCT 15 1999
 PARK CITY MUNICIPAL CORP.

SHEET # A

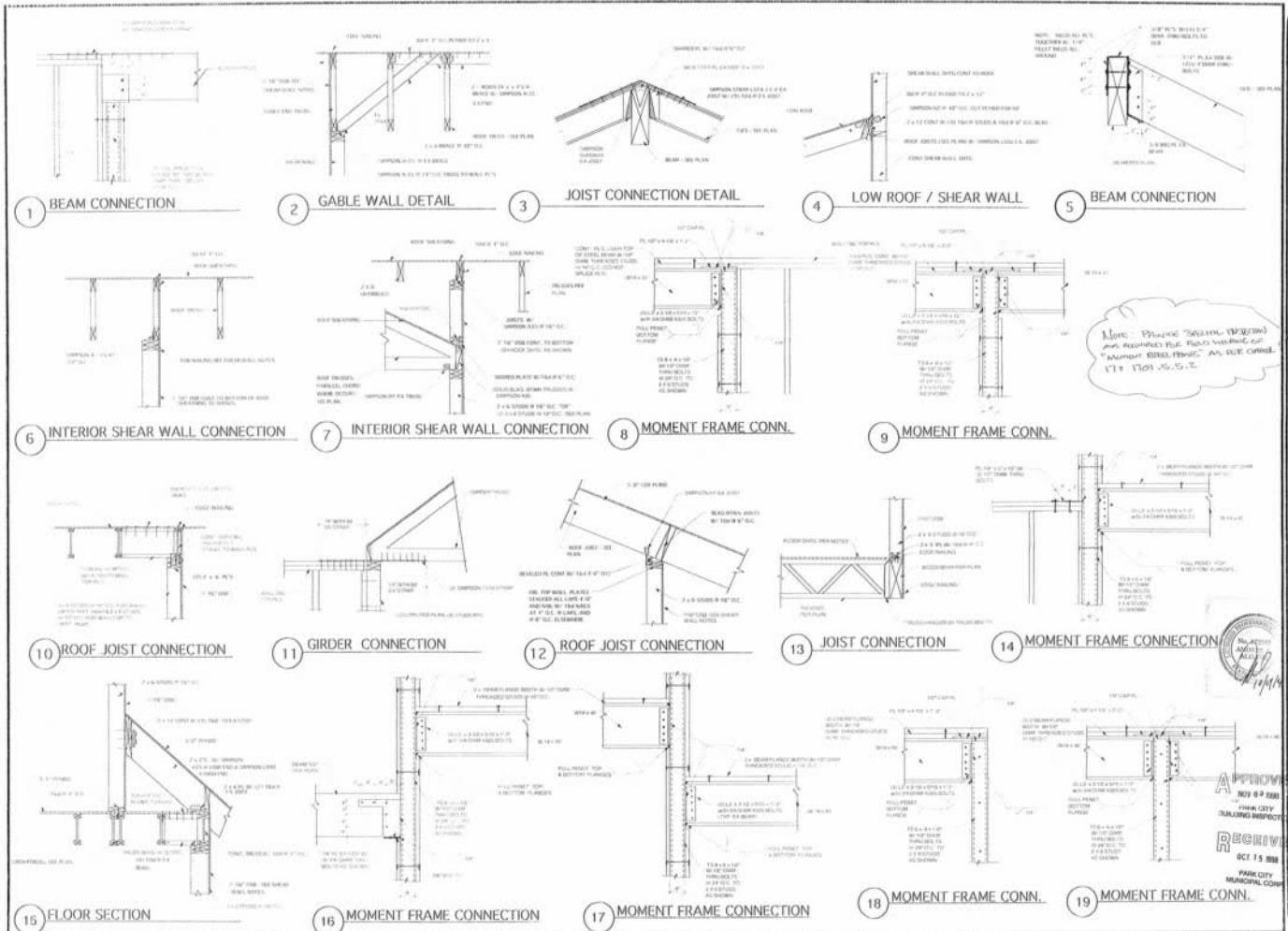


JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATIONS OF ALLEGED LIVING DESIGN"
468 EAST 400 SOUTH SUITE #428
SALT LAKE CITY, UTAH 84111 801 588-8877

THE DANIEL RESIDENCE
115 ARDEN DRIVE
LOT #6 HEARTSTONE SUBDIVISION
PARK CITY, UTAH 84302

RECEIVED
OCT 15
PARK CITY MUNICIPAL



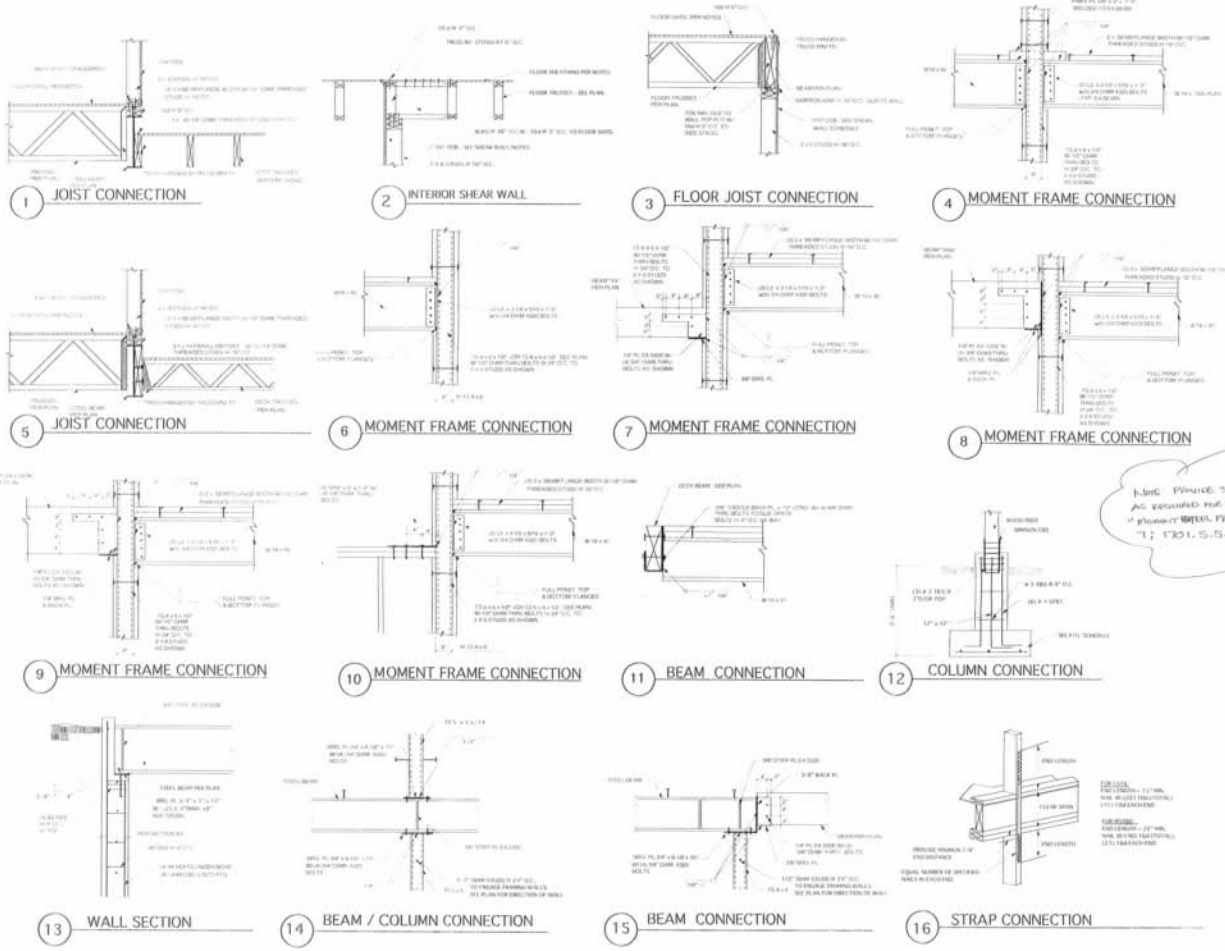


JAMES L. CARROLL & ASSOCIATES INC.
ARCHITECTS OF LIVED LIVING DESIGN
466 EAST 400 SOUTH SUITE #402
SALT LAKE CITY, UTAH 84115 801-588-8877

THE DANIEL RESIDENCE
185 ARDEN DRIVE
SALT LAKE CITY, UTAH 84115
LOT 156 CITY OF SALT LAKE COUNTY

APPROVED
OCT 15 2008
RECEIVED
OCT 15 2008
PARK CITY MUNICIPAL CORP.

SHEET # E



ALL REINFORCEMENT SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.
 ALL REINFORCEMENT SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.
 ALL REINFORCEMENT SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.

APPROVE
 NOV 09 2009
 RECEIVED
 OCT 15 2009
 PARK CITY MUNICIPAL CORP.

JAMES L. CARROLL & ASSOCIATES INC.
 400 EAST 400 SOUTH SUITE 400B
 SALT LAKE CITY, UTAH 84103-8677

THE DANIEL RESIDENCE

115 LEMO DRIVE
 LOT 16 HEARTSTONE SUBDIVISION
 PARK CITY, UTAH 84300

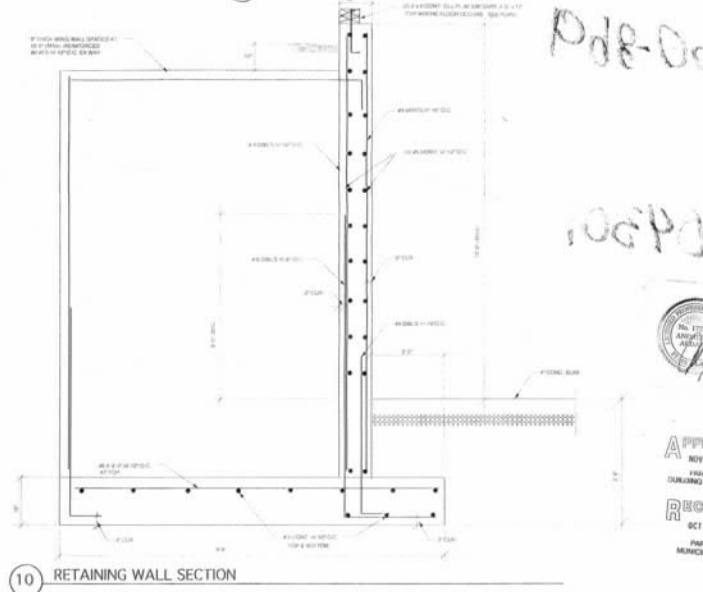
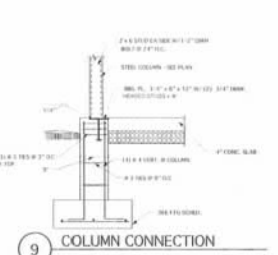
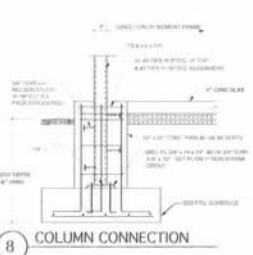
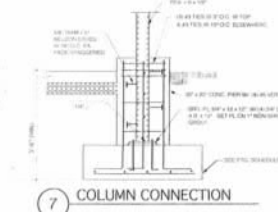
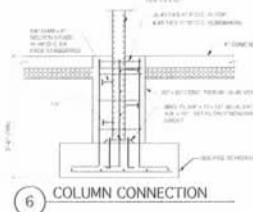
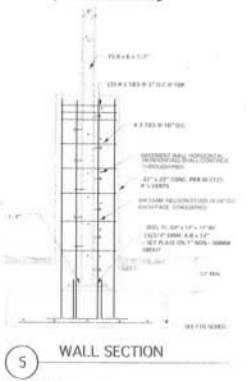
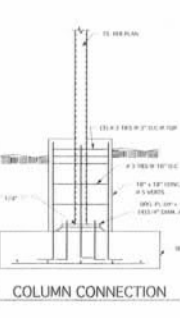
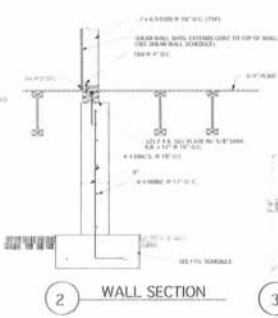
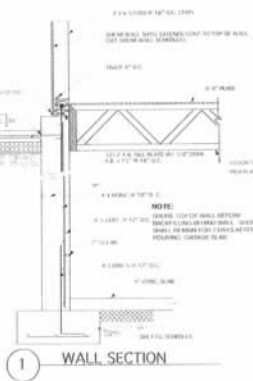
SHEET # F

JAMES L. CARROLL & ASSOCIATES INC.
 "INNOVATIONS OF ALIRED LIVING DESIGN"
 488 EAST 400 SOUTH SUITE #408
 SALT LAKE CITY, UTAH 84111 (801) 368-8771

TED DANIEL RESIDENCE
 10640-8
 10640-8
 THE JESSE OWEN DIVISION
 LOT 16
 PARK CITY, UTAH 84303

APPROVE
 NOV 07 2008
RECEIVED
 OCT 15 2008
 PARK CITY MUNICIPAL CORP.

SHEET # 0



PROVIDE ENGINEERED SPRINKLER SYSTEM
IN ACCORDANCE WITH NFPA 13D

UNEXCAVATED

KITCHEN

DINING ROOM

LIVING ROOM

GUEST SUITE 1

GUEST SUITE 2

GUEST SUITE 3

BATH 1

BATH 2

BATH 3

BATH 4

UTILITY / CRAFT ROOM

STAIRS

CLOSET

STORAGE

PLASTER

CEILING

FLOOR

WALL

DOOR

WINDOW

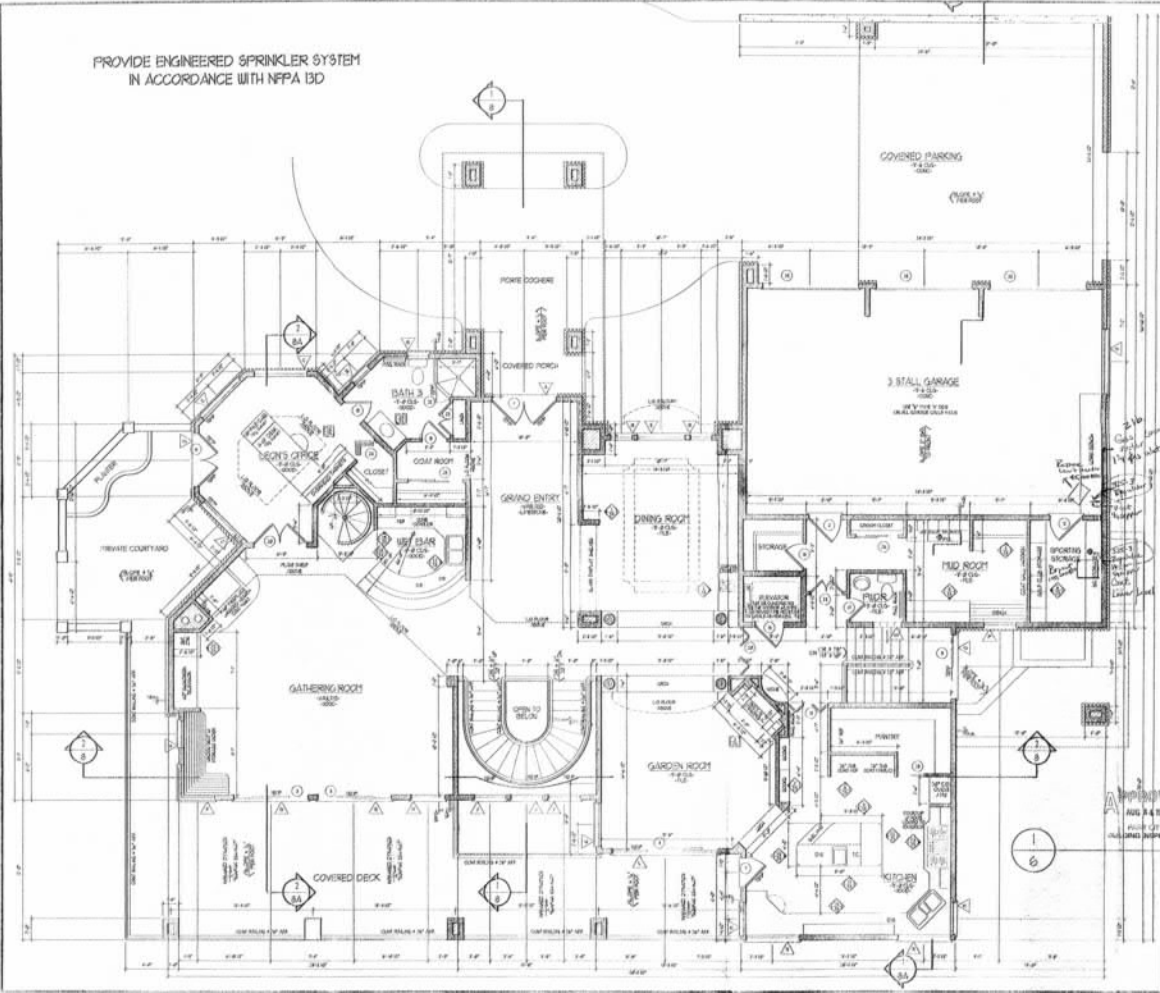
1

LOWER FLOOR PLAN

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

[illegible]

PROVIDE ENGINEERED SPRINKLER SYSTEM
IN ACCORDANCE WITH NFPA 13D



FLOOR PLAN NOTES:

1. SEE NOTES FOR ALL ROOMS AND AREAS.
2. SEE NOTES FOR ALL ROOMS AND AREAS.
3. SEE NOTES FOR ALL ROOMS AND AREAS.
4. SEE NOTES FOR ALL ROOMS AND AREAS.
5. SEE NOTES FOR ALL ROOMS AND AREAS.
6. SEE NOTES FOR ALL ROOMS AND AREAS.
7. SEE NOTES FOR ALL ROOMS AND AREAS.
8. SEE NOTES FOR ALL ROOMS AND AREAS.
9. SEE NOTES FOR ALL ROOMS AND AREAS.
10. SEE NOTES FOR ALL ROOMS AND AREAS.
11. SEE NOTES FOR ALL ROOMS AND AREAS.
12. SEE NOTES FOR ALL ROOMS AND AREAS.
13. SEE NOTES FOR ALL ROOMS AND AREAS.
14. SEE NOTES FOR ALL ROOMS AND AREAS.
15. SEE NOTES FOR ALL ROOMS AND AREAS.
16. SEE NOTES FOR ALL ROOMS AND AREAS.
17. SEE NOTES FOR ALL ROOMS AND AREAS.
18. SEE NOTES FOR ALL ROOMS AND AREAS.
19. SEE NOTES FOR ALL ROOMS AND AREAS.
20. SEE NOTES FOR ALL ROOMS AND AREAS.
21. SEE NOTES FOR ALL ROOMS AND AREAS.
22. SEE NOTES FOR ALL ROOMS AND AREAS.
23. SEE NOTES FOR ALL ROOMS AND AREAS.
24. SEE NOTES FOR ALL ROOMS AND AREAS.
25. SEE NOTES FOR ALL ROOMS AND AREAS.
26. SEE NOTES FOR ALL ROOMS AND AREAS.
27. SEE NOTES FOR ALL ROOMS AND AREAS.
28. SEE NOTES FOR ALL ROOMS AND AREAS.
29. SEE NOTES FOR ALL ROOMS AND AREAS.
30. SEE NOTES FOR ALL ROOMS AND AREAS.
31. SEE NOTES FOR ALL ROOMS AND AREAS.
32. SEE NOTES FOR ALL ROOMS AND AREAS.
33. SEE NOTES FOR ALL ROOMS AND AREAS.
34. SEE NOTES FOR ALL ROOMS AND AREAS.
35. SEE NOTES FOR ALL ROOMS AND AREAS.
36. SEE NOTES FOR ALL ROOMS AND AREAS.
37. SEE NOTES FOR ALL ROOMS AND AREAS.
38. SEE NOTES FOR ALL ROOMS AND AREAS.
39. SEE NOTES FOR ALL ROOMS AND AREAS.
40. SEE NOTES FOR ALL ROOMS AND AREAS.
41. SEE NOTES FOR ALL ROOMS AND AREAS.
42. SEE NOTES FOR ALL ROOMS AND AREAS.
43. SEE NOTES FOR ALL ROOMS AND AREAS.
44. SEE NOTES FOR ALL ROOMS AND AREAS.
45. SEE NOTES FOR ALL ROOMS AND AREAS.
46. SEE NOTES FOR ALL ROOMS AND AREAS.
47. SEE NOTES FOR ALL ROOMS AND AREAS.
48. SEE NOTES FOR ALL ROOMS AND AREAS.
49. SEE NOTES FOR ALL ROOMS AND AREAS.
50. SEE NOTES FOR ALL ROOMS AND AREAS.
51. SEE NOTES FOR ALL ROOMS AND AREAS.
52. SEE NOTES FOR ALL ROOMS AND AREAS.
53. SEE NOTES FOR ALL ROOMS AND AREAS.
54. SEE NOTES FOR ALL ROOMS AND AREAS.
55. SEE NOTES FOR ALL ROOMS AND AREAS.
56. SEE NOTES FOR ALL ROOMS AND AREAS.
57. SEE NOTES FOR ALL ROOMS AND AREAS.
58. SEE NOTES FOR ALL ROOMS AND AREAS.
59. SEE NOTES FOR ALL ROOMS AND AREAS.
60. SEE NOTES FOR ALL ROOMS AND AREAS.
61. SEE NOTES FOR ALL ROOMS AND AREAS.
62. SEE NOTES FOR ALL ROOMS AND AREAS.
63. SEE NOTES FOR ALL ROOMS AND AREAS.
64. SEE NOTES FOR ALL ROOMS AND AREAS.
65. SEE NOTES FOR ALL ROOMS AND AREAS.
66. SEE NOTES FOR ALL ROOMS AND AREAS.
67. SEE NOTES FOR ALL ROOMS AND AREAS.
68. SEE NOTES FOR ALL ROOMS AND AREAS.
69. SEE NOTES FOR ALL ROOMS AND AREAS.
70. SEE NOTES FOR ALL ROOMS AND AREAS.
71. SEE NOTES FOR ALL ROOMS AND AREAS.
72. SEE NOTES FOR ALL ROOMS AND AREAS.
73. SEE NOTES FOR ALL ROOMS AND AREAS.
74. SEE NOTES FOR ALL ROOMS AND AREAS.
75. SEE NOTES FOR ALL ROOMS AND AREAS.
76. SEE NOTES FOR ALL ROOMS AND AREAS.
77. SEE NOTES FOR ALL ROOMS AND AREAS.
78. SEE NOTES FOR ALL ROOMS AND AREAS.
79. SEE NOTES FOR ALL ROOMS AND AREAS.
80. SEE NOTES FOR ALL ROOMS AND AREAS.
81. SEE NOTES FOR ALL ROOMS AND AREAS.
82. SEE NOTES FOR ALL ROOMS AND AREAS.
83. SEE NOTES FOR ALL ROOMS AND AREAS.
84. SEE NOTES FOR ALL ROOMS AND AREAS.
85. SEE NOTES FOR ALL ROOMS AND AREAS.
86. SEE NOTES FOR ALL ROOMS AND AREAS.
87. SEE NOTES FOR ALL ROOMS AND AREAS.
88. SEE NOTES FOR ALL ROOMS AND AREAS.
89. SEE NOTES FOR ALL ROOMS AND AREAS.
90. SEE NOTES FOR ALL ROOMS AND AREAS.
91. SEE NOTES FOR ALL ROOMS AND AREAS.
92. SEE NOTES FOR ALL ROOMS AND AREAS.
93. SEE NOTES FOR ALL ROOMS AND AREAS.
94. SEE NOTES FOR ALL ROOMS AND AREAS.
95. SEE NOTES FOR ALL ROOMS AND AREAS.
96. SEE NOTES FOR ALL ROOMS AND AREAS.
97. SEE NOTES FOR ALL ROOMS AND AREAS.
98. SEE NOTES FOR ALL ROOMS AND AREAS.
99. SEE NOTES FOR ALL ROOMS AND AREAS.
100. SEE NOTES FOR ALL ROOMS AND AREAS.

RECEIVED
AUG 23 1999
FARM CITY
MAYORAL CORP.

APPROVED
AUG 24 1999
FARM CITY
MAYORAL CORP.

MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE:

1ST FLOOR	1911
2ND FLOOR	175
3RD FLOOR	111
4TH FLOOR	111
5TH FLOOR	111
6TH FLOOR	111
7TH FLOOR	111
8TH FLOOR	111
9TH FLOOR	111
10TH FLOOR	111
11TH FLOOR	111
12TH FLOOR	111
13TH FLOOR	111
14TH FLOOR	111
15TH FLOOR	111
16TH FLOOR	111
17TH FLOOR	111
18TH FLOOR	111
19TH FLOOR	111
20TH FLOOR	111
21TH FLOOR	111
22TH FLOOR	111
23TH FLOOR	111
24TH FLOOR	111
25TH FLOOR	111
26TH FLOOR	111
27TH FLOOR	111
28TH FLOOR	111
29TH FLOOR	111
30TH FLOOR	111
31TH FLOOR	111
32TH FLOOR	111
33TH FLOOR	111
34TH FLOOR	111
35TH FLOOR	111
36TH FLOOR	111
37TH FLOOR	111
38TH FLOOR	111
39TH FLOOR	111
40TH FLOOR	111
41TH FLOOR	111
42TH FLOOR	111
43TH FLOOR	111
44TH FLOOR	111
45TH FLOOR	111
46TH FLOOR	111
47TH FLOOR	111
48TH FLOOR	111
49TH FLOOR	111
50TH FLOOR	111
51TH FLOOR	111
52TH FLOOR	111
53TH FLOOR	111
54TH FLOOR	111
55TH FLOOR	111
56TH FLOOR	111
57TH FLOOR	111
58TH FLOOR	111
59TH FLOOR	111
60TH FLOOR	111
61TH FLOOR	111
62TH FLOOR	111
63TH FLOOR	111
64TH FLOOR	111
65TH FLOOR	111
66TH FLOOR	111
67TH FLOOR	111
68TH FLOOR	111
69TH FLOOR	111
70TH FLOOR	111
71TH FLOOR	111
72TH FLOOR	111
73TH FLOOR	111
74TH FLOOR	111
75TH FLOOR	111
76TH FLOOR	111
77TH FLOOR	111
78TH FLOOR	111
79TH FLOOR	111
80TH FLOOR	111
81TH FLOOR	111
82TH FLOOR	111
83TH FLOOR	111
84TH FLOOR	111
85TH FLOOR	111
86TH FLOOR	111
87TH FLOOR	111
88TH FLOOR	111
89TH FLOOR	111
90TH FLOOR	111
91TH FLOOR	111
92TH FLOOR	111
93TH FLOOR	111
94TH FLOOR	111
95TH FLOOR	111
96TH FLOOR	111
97TH FLOOR	111
98TH FLOOR	111
99TH FLOOR	111
100TH FLOOR	111

JAMES L. CARROLL & ASSOCIATES INC.
"INNOVATIONS OF LIVING DESIGN"
448 EAST 400 SOUTH SUITE #408
SALT LAKE CITY, UTAH 84111-8801-8817

THE DANIEL RESIDENCE
1818 E. 100 S. SUITE 100
SALT LAKE CITY, UTAH 84143

SHEET # 6

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



THE DANIEL RESIDENCE
1115 AERIE DRIVE
LOT #8 HEARTSTONE SUBDIVISION
PARK CITY, UTAH 84060

PROJECT DATE: 17 MAY 88	25. ☐ 26. ☐ 27. ☐ 28. ☐ 29. ☐ 30. ☐ 31. ☐ 32. ☐ 33. ☐ 34. ☐ 35. ☐ 36. ☐ 37. ☐ 38. ☐ 39. ☐ 40. ☐ 41. ☐ 42. ☐ 43. ☐ 44. ☐ 45. ☐ 46. ☐ 47. ☐ 48. ☐ 49. ☐ 50. ☐ 51. ☐ 52. ☐ 53. ☐ 54. ☐ 55. ☐ 56. ☐ 57. ☐ 58. ☐ 59. ☐ 60. ☐ 61. ☐ 62. ☐ 63. ☐ 64. ☐ 65. ☐ 66. ☐ 67. ☐ 68. ☐ 69. ☐ 70. ☐ 71. ☐ 72. ☐ 73. ☐ 74. ☐ 75. ☐ 76. ☐ 77. ☐ 78. ☐ 79. ☐ 80. ☐ 81. ☐ 82. ☐ 83. ☐ 84. ☐ 85. ☐ 86. ☐ 87. ☐ 88. ☐ 89. ☐ 90. ☐ 91. ☐ 92. ☐ 93. ☐ 94. ☐ 95. ☐ 96. ☐ 97. ☐ 98. ☐ 99. ☐ 100. ☐ 101. ☐ 102. ☐ 103. ☐ 104. ☐ 105. ☐ 106. ☐ 107. ☐ 108. ☐ 109. ☐ 110. ☐ 111. ☐ 112. ☐ 113. ☐ 114. ☐ 115. ☐ 116. ☐ 117. ☐ 118. ☐ 119. ☐ 120. ☐ 121. ☐ 122. ☐ 123. ☐ 124. ☐ 125. ☐ 126. ☐ 127. ☐ 128. ☐ 129. ☐ 130. ☐ 131. ☐ 132. ☐ 133. ☐ 134. ☐ 135. ☐ 136. ☐ 137. ☐ 138. ☐ 139. ☐ 140. ☐ 141. ☐ 142. ☐ 143. ☐ 144. ☐ 145. ☐ 146. ☐ 147. ☐ 148. ☐ 149. ☐ 150. ☐ 151. ☐ 152. ☐ 153. ☐ 154. ☐ 155. ☐ 156. ☐ 157. ☐ 158. ☐ 159. ☐ 160. ☐ 161. ☐ 162. ☐ 163. ☐ 164. ☐ 165. ☐ 166. ☐ 167. ☐ 168. ☐ 169. ☐ 170. ☐ 171. ☐ 172. ☐ 173. ☐ 174. ☐ 175. ☐ 176. ☐ 177. ☐ 178. ☐ 179. ☐ 180. ☐ 181. ☐ 182. ☐ 183. ☐ 184. ☐ 185. ☐ 186. ☐ 187. ☐ 188. ☐ 189. ☐ 190. ☐ 191. ☐ 192. ☐ 193. ☐ 194. ☐ 195. ☐ 196. ☐ 197. ☐ 198. ☐ 199. ☐ 200. ☐ 201. ☐ 202. ☐ 203. ☐ 204. ☐ 205. ☐ 206. ☐ 207. ☐ 208. ☐ 209. ☐ 210. ☐ 211. ☐ 212. ☐ 213. ☐ 214. ☐ 215. ☐ 216. ☐ 217. ☐ 218. ☐ 219. ☐ 220. ☐ 221. ☐ 222. ☐ 223. ☐ 224. ☐ 225. ☐ 226. ☐ 227. ☐ 228. ☐ 229. ☐ 230. ☐ 231. ☐ 232. ☐ 233. ☐ 234. ☐ 235. ☐ 236. ☐ 237. ☐ 238. ☐ 239. ☐ 240. ☐ 241. ☐ 242. ☐ 243. ☐ 244. ☐ 245. ☐ 246. ☐ 247. ☐ 248. ☐ 249. ☐ 250. ☐ 251. ☐ 252. ☐ 253. ☐ 254. ☐ 255. ☐ 256. ☐ 257. ☐ 258. ☐ 259. ☐ 260. ☐ 261. ☐ 262. ☐ 263. ☐ 264. ☐ 265. ☐ 266. ☐ 267. ☐ 268. ☐ 269. ☐ 270. ☐ 271. ☐ 272. ☐ 273. ☐ 274. ☐ 275. ☐ 276. ☐ 277. ☐ 278. ☐ 279. ☐ 280. ☐ 281. ☐ 282. ☐ 283. ☐ 284. ☐ 285. ☐ 286. ☐ 287. ☐ 288. ☐ 289. ☐ 290. ☐ 291. ☐ 292. ☐ 293. ☐ 294. ☐ 295. ☐ 296. ☐ 297. ☐ 298. ☐ 299. ☐ 300. ☐ 301. ☐ 302. ☐ 303. ☐ 304. ☐ 305. ☐ 306. ☐ 307. ☐ 308. ☐ 309. ☐ 310. ☐ 311. ☐ 312. ☐ 313. ☐ 314. ☐ 315. ☐ 316. ☐ 317. ☐ 318. ☐ 319. ☐ 320. ☐ 321. ☐ 322. ☐ 323. ☐ 324. ☐ 325. ☐ 326. ☐ 327. ☐ 328. ☐ 329. ☐ 330. ☐ 331. ☐ 332. ☐ 333. ☐ 334. ☐ 335. ☐ 336. ☐ 337. ☐ 338. ☐ 339. ☐ 340. ☐ 341. ☐ 342. ☐ 343. ☐ 344. ☐ 345. ☐ 346. ☐ 347. ☐ 348. ☐ 349. ☐ 350. ☐ 351. ☐ 352. ☐ 353. ☐ 354. ☐ 355. ☐ 356. ☐ 357. ☐ 358. ☐ 359. ☐ 360. ☐ 361. ☐ 362. ☐ 363. ☐ 364. ☐ 365. ☐ 366. ☐ 367. ☐ 368. ☐ 369. ☐ 370. ☐ 371. ☐ 372. ☐ 373. ☐ 374. ☐ 375. ☐ 376. ☐ 377. ☐ 378. ☐ 379. ☐ 380. ☐ 381. ☐ 382. ☐ 383. ☐ 384. ☐ 385. ☐ 386. ☐ 387. ☐ 388. ☐ 389. ☐ 390. ☐ 391. ☐ 392. ☐ 393. ☐ 394. ☐ 395. ☐ 396. ☐ 397. ☐ 398. ☐ 399. ☐ 400. ☐ 401.
-------------------------	---

SHEET # 1

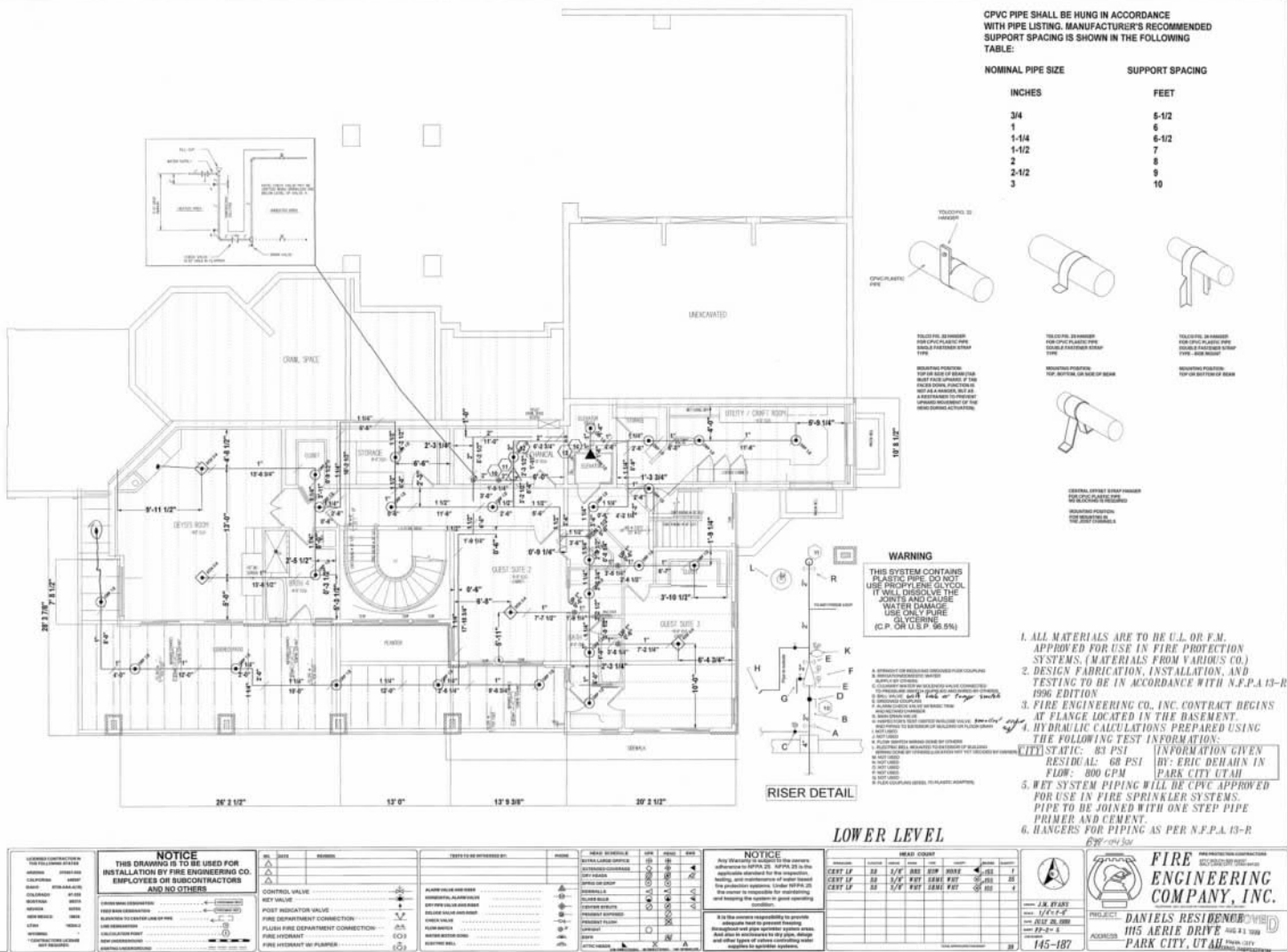
TOPOGRAPHIC SURVEY
LOT NO. 8 AT AERIE DRIVE
PARK CITY, UTAH



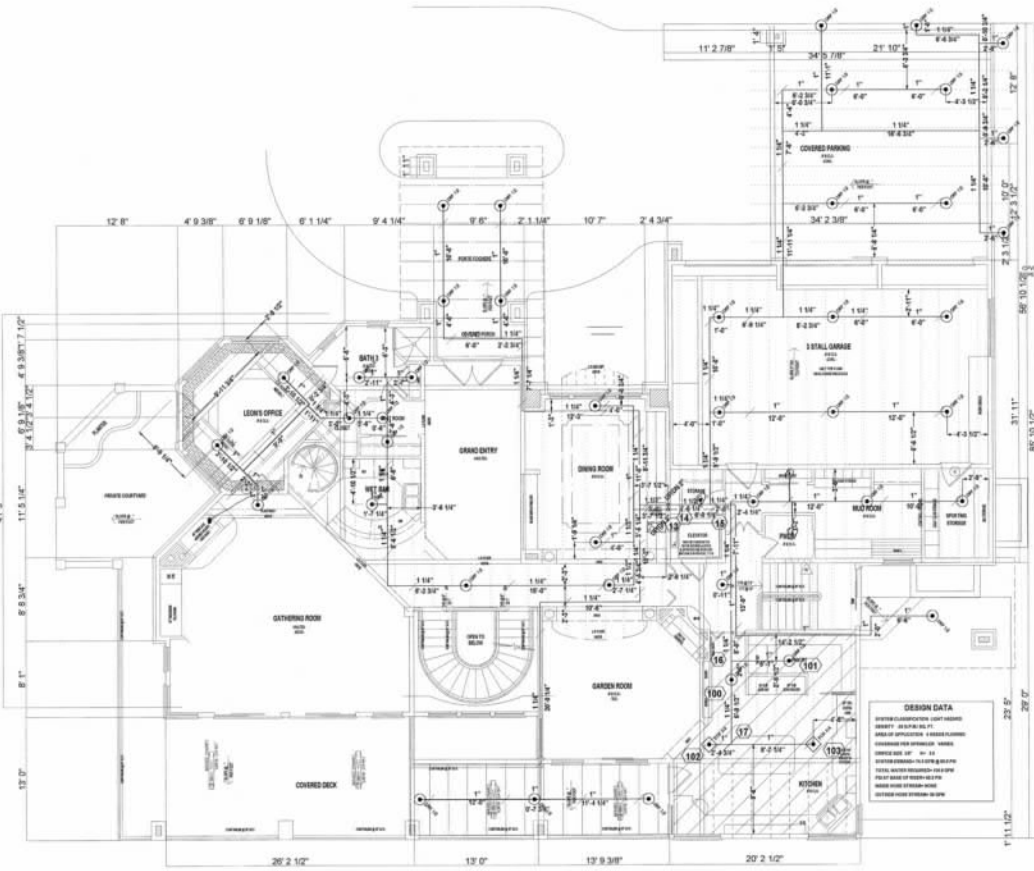
SITE PLAN

NOTICE THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS	NOTICE Any alteration to this drawing must be approved by the Engineer. No alterations shall be made without the written approval of the Engineer. The Engineer shall be responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided.	NOTICE The Engineer is not responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided.	NOTICE The Engineer is not responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided.	NOTICE The Engineer is not responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided.	NOTICE The Engineer is not responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided. The Engineer shall be responsible for the accuracy of the information provided.
--	--	--	--	--	--

THIS DRAWING NOT FIELD READY UNTIL REVIEWED WITH JOB FOREMAN

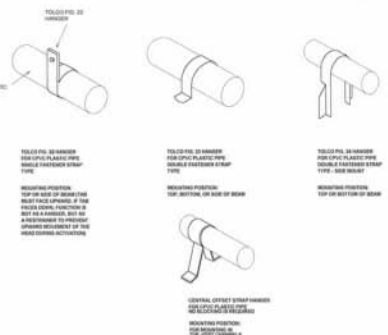


THIS DRAWING NOT FIELD READY UNTIL REVIEWED WITH JOB FOREMAN



CPVC PIPE SHALL BE HUNG IN ACCORDANCE WITH PIPE LISTING. MANUFACTURER'S RECOMMENDED SUPPORT SPACING IS SHOWN IN THE FOLLOWING TABLE:

NOMINAL PIPE SIZE	SUPPORT SPACING
INCHES	FEET
3/4	6-1/2
1	6
1-1/4	6-1/2
1-1/2	7
2	8
2-1/2	9
3	10



WARNING

THIS SYSTEM CONTAINS PLASTIC PIPE. DO NOT USE PROPYLENE GLYCOL. IT WILL CRACK AT THE JOINTS AND CAUSE WATER DAMAGE. USE ONLY PURE SILICONE (C.P. OR U.S.P. 99.9%)

1. ALL MATERIALS ARE TO BE U.L. OR F.M. APPROVED FOR USE IN FIRE PROTECTION SYSTEMS. (MATERIALS FROM VARIOUS CO.)
2. DESIGN, FABRICATION, INSTALLATION, AND TESTING TO BE IN ACCORDANCE WITH N.F.P.A. 13-R 1996 EDITION
3. FIRE ENGINEERING CO., INC. CONTRACT BEGINS AT PLANT LOCATED IN THE BASEMENT.
4. HYDRAULIC CALCULATIONS PREPARED USING THE FOLLOWING TEST INFORMATION:
WET STATIC: 83 PSI (INFORMATION GIVEN)
RESIDUAL: 68 PSI BY: ERIC DEHAHN IN
FLOW: 800 GPM PARK CITY, UTAH
5. WET SYSTEM PIPING WILL BE CPVC APPROVED FOR USE IN FIRE SPRINKLER SYSTEMS. PIPE TO BE JOINED WITH ONE STEP PIPE PRIMER AND CEMENT.
6. HANGERS FOR PIPING AS PER N.F.P.A. 13-R

MAIN LEVEL

NOTICE
THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

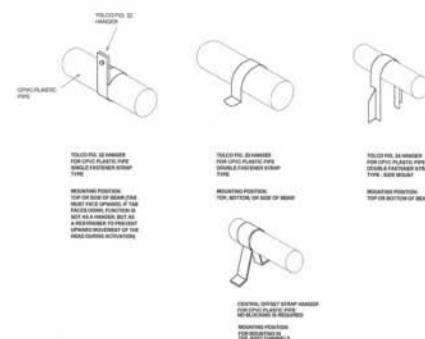
NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

NOTICE
Any alterations to this drawing without the written approval of the Designer, Engineer, or Architect are prohibited. The user is responsible for maintaining and keeping the system in good operating condition.

DESIGN DATA

UNIVERSITY OF ILLINOIS AT CHICAGO
 ARCHITECTURAL DEPARTMENT
 100 SOUTH MICHIGAN AVE., SUITE 100
 CHICAGO, ILL. 60607

NOMINAL PIPE SIZE	SUPPORT SPACING
INCHES	FEET
3/4	5-1/2
1	6
1-1/4	6-1/2
1-1/2	7
2	8
2-1/2	9
3	10



THIS SYSTEM CONTAINS
PLASTIC PIPE. DO NOT
USE PROPYLENE GLYCOL
IT WILL DISSOLVE THE
JOINTS AND CAUSE
WATER DAMAGE
USE ONLY PURE
GLYCERINE
(C.P. OR U.S.P. 99.5%)

4. ALL MATERIALS ARE TO BE U.L. OR F.M. APPROVED FOR USE IN FIRE PROTECTION SYSTEMS. (MATERIALS FROM VARIOUS CO.)
2. DESIGN FABRICATION, INSTALLATION, AND TESTS TO BE IN ACCORDANCE WITH N.F.P.A. 13-R 1996 EDITION
3. FIRE ENGINEERING CO., INC. CONTRACT BEINGS AT PLANCE LOCATED IN THE BASEMENT.
4. OTHER CALCULATIONS PRIOR TO INSTALLING THE FOLLOWING TEST INFORMATION:
- (1) STATIC: 83 PSI [INFORMATION GIVEN RESIDUAL: 68 PSI] ERIC DEHMAN IN 1000 GPM CAPACITY
5. WET SYSTEM PIPING WILL BE CPVC APPROVED FOR USE IN FIRE SPRINKLER SYSTEMS. PIPE TO BE JOINED WITH ONE STEP PIPE PROPER AND TESTED.
6. HANGERS FOR PIPING AS PER N.F.P.A. 13-R

UPPER LEVEL

[illegible]

name J. M. EVANS
 name $1/8 \times 1-6$
 date JUL 20, 1988
 name PP-4-5
 price 145-187



PROJECT _____

ADDRESS _____

**FIRE
ENGINEERING
COMPANY, INC.**
2000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
TEL: 325-1111 FAX: 325-1112
WWW.FIREENGINEERINGCOMPANY.COM

DANIEL RESIDENCE
15 AERIE DRIVE
PARK CITY, UTAH

Aug 21, 2008

NOTICE
THIS DRAWING IS TO BE USED FOR
INSTALLATION BY FIRE ENGINEERING CO.
EMPLOYEES OR SUBCONTRACTORS
AND NO OTHERS

1. CHECK MAIN CONNECTION POINTS
2. CHECK MAIN CONNECTION POINTS
3. CHECK MAIN CONNECTION POINTS
4. CHECK MAIN CONNECTION POINTS
5. CHECK MAIN CONNECTION POINTS
6. CHECK MAIN CONNECTION POINTS
7. CHECK MAIN CONNECTION POINTS
8. CHECK MAIN CONNECTION POINTS
9. CHECK MAIN CONNECTION POINTS
10. CHECK MAIN CONNECTION POINTS

NO.	DATE	REVISION
1		
2		
3		

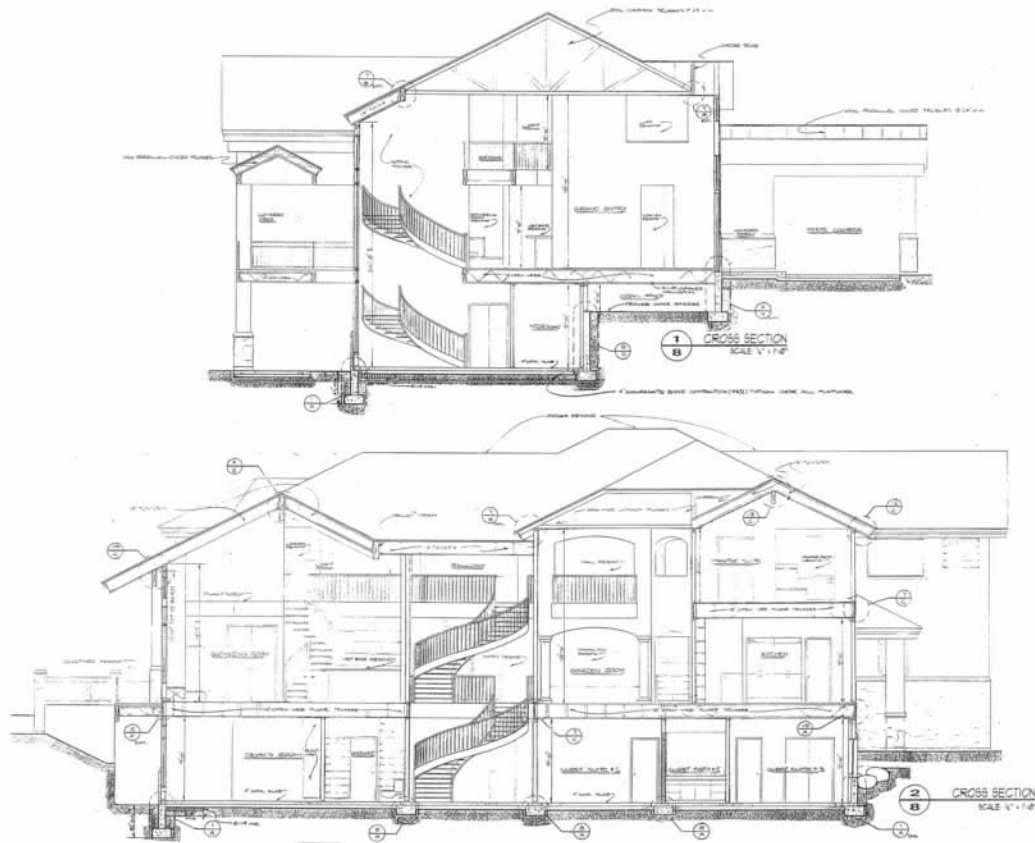
CONTROL VALVE		
KEY VALVE		
POST INDICATOR VALVE		
FIRE DEPARTMENT CONNECTION		
FLUSH FIRE DEPARTMENT CONNECTION		
FIRE HYDRANT		
FIRE HYDRANT W/ PUMPER		

WEEKS TO BE INTRODUCED BY	PICTURE
ALARM VALUE AND TYPE	
RECORDING ALARM VALUE	
SET NEW VALUE AND BAND	
DELETE VALUE AND BAND	
ENTER VALUE	
FLAME ANALYSIS	
WATER/MAINT/STATUS	
ELECTRIC BELL	

HEAD	SIDE	SPR	TRUSS	SWH
METAL LAMIN CHANCE				
CORROSION PROTECTION				
JOINT WELDING				
BRIDGE OR GROUT				
BUILDINGS				
GLASS BUILD				
CLUSTER STRUCTURE				
REINFORCED CONCRETE				
PREFABRICATED PIERCE				
IMPROVED				
DATA				
ACTION ANALYSIS				

NOTICE
Any Warranty is subject to the owner's adherence to NFPA 25. NFPA 25 is the applicable standard for the inspection, testing, and maintenance of water based fire protection systems. Under NFPA 25 the owner is responsible for maintaining and keeping the system in good operating condition.

THIS DRAWING NOT FIELD READY UNTIL REVIEWED WITH JOB FOREMAN



1. ALL MATERIALS ARE TO BE U.L. OR F.M.
APPROVED FOR USE IN FIRE PROTECTION
SYSTEMS. (MATERIALS FROM VARIOUS CO.)
2. DESIGN FABRICATE AND INSTALLATION
TESTING TO BE IN ACCORDANCE WITH N.F.P.A. 13-R
1996 EDITION
3. FIRE ENGINEERING CO. INC. CONTRACT BEGINS
AT THE LOCATION IN THE BASEMENT
4. HYDRAULIC CALCULATIONS PREPARED USING
THE FOLLOWING TEST INFORMATION:
TEST STATIC: 43 PSI INFORMATION GIVEN
FLOW: 100 GPM 100 GPM FLOW IN
FLOW: 800 CPM PARK CITY UTAH
5. WET SYSTEM PIPING WILL BE CPVC APPROVED
FOR USE IN FIRE SPRINKLER SYSTEMS.
PIPE TO BE JOINED WITH ONE STEP PIPE
PRIMER AND CEMENT.
6. HANGERS FOR PIPING AS PER N.F.P.A. 13-R

SECTIONS

PROJECT INFORMATION PROJECT NO. 12345 SHEET NO. 1 OF 1 DATE 01/01/2024 DRAWN BY J. SMITH CHECKED BY M. JONES APPROVED BY K. BROWN	NOTICE THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS	THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS	THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS	THIS DRAWING IS TO BE USED FOR INSTALLATION BY FIRE ENGINEERING CO. EMPLOYEES OR SUBCONTRACTORS AND NO OTHERS	NOTICE Any discrepancy is subject to the written approval of the Fire Department. It is the responsibility of the Fire Department to determine the correct installation of the equipment and the responsibility of the contractor to install the equipment in accordance with the Fire Department's specifications.	PROJECT NO. 12345 SHEET NO. 1 OF 1 DATE 01/01/2024 DRAWN BY J. SMITH CHECKED BY M. JONES APPROVED BY K. BROWN
---	---	--	--	--	--	--

[illegible]

FLAGSTONE STEPS

FLAGSTONE PATIO



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 retaining 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.

A handwritten signature in blue ink, consisting of several overlapping loops and a trailing line.

Dave Thacker
Chief Building Official/Fire Code Official
Park City Municipal Corporation
dave.thacker@parkcity.org
(435) 615-5115

A handwritten signature in blue ink, featuring a stylized 'G' followed by a series of connected loops and a long horizontal tail.

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.



Planning Department

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 communicate that if the applicant wishes to proceed with bringing into compliance structures that were built without a building permit outside of



Planning Department

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,

A handwritten signature in blue ink, appearing to read "Gretchen Milliken".

Gretchen Milliken
Planning Director
Park City Municipal

Exhibit A: Hearthstone Subdivision Plat

Exhibit B: Notice of City Council Action letter (MPD Approval)

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 & Wyyette
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]

Planning Commission Staff Report



Subject: Founders Place
Applications: PL-21-04917; PL-21-05056
Author: Rebecca Ward, Assistant Planning Director
Date: July 13, 2022
Type of Item: Administrative – Development Agreement Ratification

Recommendation

(I) Review the Founders Place Development Agreement; (II) conduct a public hearing; and (III) consider ratifying the Development Agreement (Exhibit A).

Description

Applicant: Bill Fiveash with Deer Crest Associates I, LC

Location: Parcel 00-0021-01977 in Wasatch County
3267 West Deer Hollow Road

Zoning District: Recreation Commercial within a Master Planned Development

Adjacent Land Uses: Residential; Open Space; Deer Valley Resort

Reason for Review: The Planning Commission holds a public hearing and ratifies Development Agreements.¹

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

Background

On January 12, 2022, the Planning Commission approved substantive modifications to a Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings for the Founders Place project, a 354,264-square-foot ski-in ski-out village located in the Deer Crest area in Wasatch County on 30.7 acres ([Staff Report](#); [Minutes](#), p. 18; Attachment 1 – January 12, 2022 Project Approval).

Condition of Approval 6 requires the Applicant to submit a Development Agreement to the Planning Department for ratification by the Planning Commission within six months of the approval. On May 23, 2022, the Applicant submitted a draft Development Agreement. This item was scheduled for Planning Commission review on June 22, but was continued to July 13 to accommodate the Commission's full agenda ([Staff Report](#); [Audio](#)).

¹ LMC [§ 15-6-4\(l\)](#).

Analysis

The Planning Commission holds a public hearing and ratifies a Development Agreement for an approved Master Planned Development.² LMC [§ 15-6-4\(l\)](#) requires ten criteria for Development Agreements, outlined below with analysis of the Founders Place Development Agreement (FPDA):

Requirement	Founders Place Development Agreement
1. A legal description of the land	FPDA Attachment 3 – <i>Legal Description</i>
2. All relevant zoning and Land Management Code parameters, including all findings, conclusions, and conditions of approval, specifying any exceptions pursuant to Chapter 15-6 outlining more or less restrictive Height or Setbacks	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Building Height Findings of Fact 39 - 43 outline the height approved in the 1995 Settlement Agreement and the modified height for the 2022 approval Retaining Walls Condition of Approval 17: Retaining walls on site shall not exceed heights reviewed by the Planning Commission on January 12, 2022
3. An express reservation of the future legislative power and zoning authority of the City	FPDA ¶ 2 (b) <i>Vested Rights and Reserved Legislative Powers</i>
4. A copy of the approved Site plan, architectural plans, Landscaping plans, Grading plan, trails and Open Space plans, and other plans, which are a part of the Planning Commission approval	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i>
5. A description of all Developer exactions or agreed upon public dedications	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i>
6. The Developer's agreement to pay all specified impact fees	FPDA ¶ 1(b)

² LMC [§ 15-6-4\(l\)](#).

7. The form of ownership anticipated for the project	The project consists of for-sale market units and deed-restricted affordable units. FPDA ¶ 4 <i>Affordable Housing</i>
8. A specific project phasing plan	FPDA ¶ 3 <i>Development Phasing</i> Project Approval expires two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project. ¶ 3(a) Phase I consists of four affordable housing units, 32 for-sale condominium units and amenities, including the additions, buildings, and uses as approved in the attachments hereto, as well as 53 underground parking stalls with conduit for ten Electric Vehicle Charging Stations, installation of a dual-port Electric Vehicle Charging Station with one ADA accessible Charging Station, and two Electric Vehicle Charging Station installations, and four at-grade parking spaces in the entry area for the amenities building. Developer shall use commercially reasonable efforts to apply for building permits for the Phase I Development Summer of 2022. ¶ 3(b) Phase II will consist of one affordable housing unit, 19 for-sale condominium units, 32 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of two Electric Vehicle Charging Stations, and landscaping. Phase II is projected to begin in Spring of 2023. ¶ 3(c) Phase III will consist of one affordable housing unit, 27 for-sale condominium units, 38 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of one Electric Vehicle Charging Station, three at-grade parking stalls, a pedestrian bridge, and landscaping. Phase III is projected to begin in Spring 2024.

9. A list and map of all known Physical Mine Hazards on the Property, as determined through the exercise of reasonable due diligence by the Owner, as well as a description and GPS coordinates of those Physical Mine Hazards	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Finding of Fact 58: The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that “the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all available information suggests that the subject property was not likely impacted from historical mining activities in the area” Finding of Fact 59: The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
10. A map and inventory of all Historic Structures on the Property and a Historic Structures Report prepared by a qualified Historic Preservation Professional	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Finding of Fact 61: The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.

Additional approval requirements include the following:

Transportation Demand Management Requirements

Condition of Approval 9 – The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives. (FPDA ¶ 5(a))

The Developer’s Transportation Demand Management Plan requires the following: grocery delivery services, onsite ski valet services, and pre-ski and après ski activities. (FPDA ¶ 5(b))

Electric Vehicle Charging Station Requirements

Condition of Approval 13 – The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure. (FPDA ¶ 3)

Condition of Approval 14 – The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electronic Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in Land management Code Section 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests. (FPDA ¶ 3)

Sustainability Requirements

Condition of Approval 40 – Developer shall install low-flow plumbing fixtures. Gas fireplaces and cooking appliances are prohibited in residential units. The final project shall achieve LEED Residential BD+C Multifamily certification or similar equivalent or improved certification and approved by the Sustainability Department within 18 months of the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:

- (a) Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
- (b) Light pollution reduction through vertical illuminance calculations to minimize light pollution
- (c) Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
- (d) Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
- (e) Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials. (FPDA ¶ 6)

Affordable Housing Requirements

On January 13, 2022, the Park City Housing Authority approved the Founders Place Housing Mitigation Plan, which requires:

- 9.96 Affordable Unit Equivalents (AUEs) (one AUE equals 900 square feet)
- Six AUEs on site (5,400 square feet)
- 3.96 AUEs through a Community Benefit Fee of 0.50% of the net purchase price for each initial market-rate unit sale (and 0.25% for each subsequent transfer); all funds generated from the Community Benefit Fee from the initial sale must be transferred to Park City Municipal for the City's affordable housing budget

([Staff Report](#), [Draft Housing Mitigation Plan](#), [Minutes](#), p. 2; FPDA Attachment 2).³

On June 28, 2022, the Applicant entered into the Founders Place Community Benefit Agreement with Park City Municipal establishing payment of the Community Benefit Contribution to Park City through December 31, 2040 (FPDA Attachment 4).

On July 5, 2022, the Applicant submitted the following documents, in a form approved by the City Attorney's Office, for recordation with the Wasatch County Recorder:

- The Founders Place Subdivision (Entry No. 521735)
- The Founders Place Condominiums Phase I (Entry No. 521736)
- Declaration of Condominium for Founders Place Condominiums (Entry No. 521737)
- Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (Entry No. 521740)
- Community Benefit Covenant (Entry No. 521741)

³ Please note the executed Housing Mitigation Plan will be attached to the Development Agreement when it is recorded.

WHEN RECORDED, MAIL TO:

City Recorder
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060-1480

Tax I.D.: _____

**DEVELOPMENT AGREEMENT
FOR FOUNDERS PLACE
PARK CITY, UTAH**

This Development Agreement ("**Agreement**") is entered into as of this ____ day of July, 2022 ("**Effective Date**"), by and between the Deer Crest Associates I, L.C., a Utah Limited Liability Company (with its successor and assigns, "**Developer**"), and Park City Municipal Corporation, a municipality and political subdivision of the State of Utah ("**Park City**"). Developer and City may each sometimes be referred to herein as a "party" or, collectively as the "parties".

RECITALS

A. Developer is the owner of approximately 30.7 acres of real property, consisting of four (4) subdivided lots known as Lot 1, Lot 2, Lot 3, and Lot 4 (Open Space) of the Founders Place Subdivision, located in Park City, Wasatch County, Utah (the "**Property**") and recorded with the Wasatch County Recorder on ____ day of ____, 2022, as Entry No. _____, as more particularly shown on the Founders Place Subdivision plat.

B. Park City approved Modifications to the Master Planned Development (PL-21-05056) and a Conditional Use Permit (PL-21-04917) ("**Project Approval**"), attached hereto as Attachment 1, which grants the Developer the right to develop the Property as set forth in this Agreement (the "**Project**") and consistent with the Deer Crest Master Planned Development and the 1995 Settlement Agreement and subsequent amendments ("**MPD**").

C. The Park City Land Management Code ("**LMC**") requires Development Agreements for Master Planned Developments.

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

E. In furtherance of its land use policies, goals, objectives, ordinances,

resolutions, and regulations, Park City has made certain determinations with respect to the Project, and, in the exercise of its legislative discretion, has elected to enter into this Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Project Conditions:

(a) The Project is located in the Recreation Commercial Master Planned Development (RC-MPD) Zoning District. The Project Approval is incorporated herein as the Project, subject to changes detailed herein.

(b) Except as otherwise provided for in Section 5.7.5 of the December 29, 1995 Settlement Agreement by and between Park City Consolidated Mines Company, a Utah Corporation, Trans-Wasatch Company, LLC, a Utah limited liability company, and Park City Municipal Corporation, a political subdivision of the State of Utah, and the December 17, 1998 Deer Crest Interlocal Agreement, Developer agrees to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application.

(c) Developer agrees that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit(s):

- (i) construction mitigation plan (CMP)
- (ii) utility and grading plans
- (iii) storm water plans;
- (iv) water efficient landscape and irrigation plan showing snow storage areas

(d) Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands.

2. Vested Rights and Reserved Legislative Powers

(a) Subject to the provisions of this Agreement, Developer shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development outlined in the Project Approval and this Agreement.

(b) Developer acknowledges that Park City is restricted in its authority to

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

3. Development Phasing

Project Approval expires two years from the date of execution of this Agreement unless construction, as defined by the International Building Code, has commenced on the Project. Construction of the Project is planned in phases in accordance with the following, which specifies the anticipated development activity to be included in each phase.

(a) Phase I consists of four affordable housing units, 32 for-sale condominium units and amenities, including the additions, buildings, and uses as approved in the attachments hereto, as well as 53 underground parking stalls with conduit for ten Electric Vehicle Charging Stations, installation of a dual-port Electric Vehicle Charging Station with one ADA accessible Charging Station, and two Electric Vehicle Charging Station installations, and four at-grade parking spaces in the entry area for the amenities building. Developer shall use commercially reasonable efforts to apply for building permits for the Phase I Development Summer of 2022.

(b) Phase II will consist of one affordable housing unit, 19 for-sale condominium units, 32 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of two Electric Vehicle Charging Stations, and landscaping. Phase II is projected to begin in Spring of 2023.

(c) Phase III will consist of one affordable housing unit, 27 for-sale condominium units, 38 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of one Electric Vehicle Charging Station, three at-grade parking stalls, a pedestrian bridge, and landscaping. Phase III is projected to begin in Spring 2024.

(d) Subject to completion of a Construction Mitigation Plan approved by the City, the Developer may commence grading access to the Project as approved by the City Engineer according to generally accepted engineering practices and

standards, and pursuant to permit requirements of the Park City Land Management Code, and the International Building Code/Fire Code. Developer shall be responsible for maintenance of any such accesses until they are completed according to Park City standards and accepted by Park City.

(e) Changes to the Phasing Plan shall be reviewed by the Planning Commission as a substantive change to the Project Approvals.

4. Affordable Housing

(a) The Founders Place Housing Mitigation Plan requires:

- i. six on-site affordable units totaling 5,400 square feet to provide on-site affordable employee units to serve managers, full-time, and seasonal employees, and
- ii. a community benefit fee to contribute to the Park City affordable housing fund for citywide initiatives.

1. The community benefit fee shall be 0.50% of the net purchase price for each initial market-rate unit sale and 0.25% for each subsequent transfer through December 31, 2040.

(b) On January 13, 2022, the Park City Housing Authority approved the Housing Mitigation Plan, attached hereto as Attachment 2, in fulfillment of the housing obligations for the Project.

(c) The Developer shall comply with the Housing Mitigation Plan requirements for each phase prior to receiving a certificate of occupancy for any unit within such phase. Deed restrictions for the affordable units shall be recorded at Wasatch County as outlined in the Housing Mitigation Plan.

5. Transportation Demand Management Plan

(a) The Founders Place Homeowner Association shall finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the Salt Lake City International Airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.

(b) The Developer's Transportation Demand Management Plan requires the following:

- i. Grocery Delivery – onsite property management shall work with local grocery delivery services to provide pre-arrival shopping

services. Staff shall offer pre-arrival shopping services.

- ii. Onsite Ski Valet shall be offered so guests do not have to drive into town to rent equipment.
- iii. Pre-Ski and Après Ski Activities – amenities shall include a continental breakfast, après ski events, on-site entertainment, and an on-site restaurant.

6. Sustainability

Developer shall install low-flow plumbing fixtures. Gas fireplaces and cooking appliances are prohibited in residential units. The final project shall achieve LEED Residential BD+C Multifamily certification or similar equivalent or improved certification and approved by the Sustainability Department within 18 months of the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:

- (a) Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
- (b) Light pollution reduction through vertical illuminance calculations to minimize light pollution
- (c) Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
- (d) Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
- (e) Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

7. Successors and Assigns

(a) This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

(b) Neither this Agreement nor any of the provisions, terms, or conditions hereof (except with regard to the sale and transfer of condominium units) can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement. Developer shall provide written notice of any such assignment by letter addressed to Park City. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of

buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

(c) Developer shall be entitled to transfer any portion or all of the Project consistent with the terms of this Agreement upon written notice to the City. In the event of a complete transfer of the Developer's interest in the Project, the recipient/purchaser shall be deemed to be substituted as the Developer for all rights and obligations specified in this Agreement for the portion of the Facility transferred.

(d) In the event of a full or partial transfer of the Project, the recipient/purchaser shall be bound by all of the Developer rights and obligations under this Agreement. The recipient/purchaser shall be fully substituted as the Developer under the terms of this Agreement, and the Developer executing this Agreement shall be fully released from any further obligations with respect to this Agreement for the parcel so transferred.

8. General Terms and Conditions

(a) The term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty-five (25) years following such Effective Date. Developer and Park City may agree to extend this Agreement for additional ten (10) year terms as long as the terms of this Agreement have been substantially complied with, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment. The joinder of any additional parties following the initial effective date shall not extend or otherwise affect the term of this Agreement

(b) This Agreement shall be recorded against the Property, as legally described on Attachment 3, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

(c) This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

(d) This Agreement and Attachments attached and incorporated herein contain the entire Agreement with respect to the subject matter hereof and integrate all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

(e) If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed

invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(f) If this Agreement or any of the Attachments hereto are breached, the party at fault agrees to pay the attorney fees and other costs of enforcement of the non-breaching party.

9. Notices

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

To Developer:

Deer Crest Associates I, L.C.
Bill Fiveash
1375 Deer Valley Drive, #105
Park City, UT 84060

To Park City:

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

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

List of Attachments

Attachment 1 – January 12, 2022 Project Approval
Attachment 2 – Housing Mitigation Plan
Attachment 3 – Legal Description
Attachment 4 – Community Benefit Agreement

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by a duly authorized representative of each of the parties hereto.

[Signature Pages Follow]

DRAFT

PARK CITY

Park City Municipal Corporation

By: _____
Name: Nann Worel
Its: Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
 :
ssCOUNTY OF SUMMIT)

On this ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say that she is the Mayor of Park City Municipal Corporation, a Utah municipal corporation, and that the Development Agreement for the Founders Place, Park City, *Utah* was signed on behalf of such entity.

Notary

Public

Residing

at:

My Commission Expires:

DEVELOPER

Deer Crest Associates I, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 :
ssCOUNTY OF SUMMIT)

On this ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say that he _____ is _____ the _____ of _____, and that the Development Agreement for the Founders Place, Park City, *Utah* was signed on behalf of such entity.

Notary

Public

Residing

at:

My Commission Expires:



Planning Department

January 12, 2022

Deer Crest Associates I, LC
1375 Deer Valley Drive STE 105
Park City, Utah 84060
435-714-0267

CC: Bill Fiveash

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: Parcel 00-0021-01977 in Wasatch County

Zoning District: Recreation Commercial within a Master Planned Development

Application: Modification to a Master Planned Development
Conditional Use Permit

Project Number: PL-21-05056; PL-21-04917

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: January 12, 2022

Project Summary: The Applicant proposes to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area in three phases.

Action Taken

On January 12, 2022, the Planning Commission conducted a public hearing and approved the Founders Place Modifications to a Master Planned Development and Multi-Unit Dwelling Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299



Planning Department

square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.

3. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
4. On October 27, 2021, the Planning Commission conducted a work session on the project.
5. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
6. On November 10, 2021, the Planning Commission visited the site.
7. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
8. **On December 8, 2021, the Planning Commission reviewed the project, conducted a public hearing, and continued the item to January 12, 2022.**
9. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
10. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
11. In 1991, the Wasatch County Commissioners approved the Density Determination.
12. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
13. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
14. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *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.*
15. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:



Planning Department

- a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
 - b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
 - c. Four Single-Family Dwellings
 - d. A 20,000-square-foot ski academy
 - e. A ski chairlift located within a 1,100-foot radius of the primary village structure
 - f. Support commercial up to 5% of the gross square footage and appropriate amenities
16. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
17. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
18. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
19. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
20. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
21. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
22. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
23. The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.
24. The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination. Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).
25. The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the



Planning Department

Residential Unit Equivalents of an MPD and are therefore exempt from project Density.

26. The Proposal Complies with Setbacks. The minimum Setback around exterior boundaries of an MPD is 25 feet. In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination: a 40-foot Setback from the road centerline; a 25-foot Rear Setback; a 10-foot Side Setback.
27. The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), a side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official.
28. MPDs must contain a minimum of 60% Open Space. The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is **72%**.
29. Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.
30. The Applicant Proposes Reduced Parking. The 1995 Settlement Agreement ¶ 5.2.3.10 requires that *Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s).* . . . ¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.
31. The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.
32. The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.
33. The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker



Planning Department

Tower and concludes that the appropriate parking ratio for similar projects is 1.5 parking spaces per unit.

34. The Applicant's Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.
35. The Applicant's Transportation Demand Management Plan proposes the following:
 - a. Ski-in Ski Out Access – guests will access Deer Valley Resort on the Mountaineer Express Chair.
 - b. Public Trail Access – the property is adjacent to the Village Trail, which connects to the Park City trail network.
 - c. Reduced Parking – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
 - d. Shared Ride Service – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations on Main Street.
 - e. Grocery Delivery – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
 - f. Onsite Ski Valet – offered so guests do not have to drive into town to rent equipment.
 - g. Pre-Ski and Après Ski Activities – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.
36. LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.
37. The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.
38. Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest.
39. The Applicant Requests Modifications to Building Height Approvals. The First Amended Density Determination ¶ 8.A outlines the following roof and height regulations for the property: *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*



Planning Department

walls), with the top level being partly located in the roof structure. The top level shall not cover more than 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.

40. The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level.
41. Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he 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," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels, five levels in some places.
42. The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:
 - (1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
 - (2) Buildings are positioned to minimize visual impacts on adjacent structures.
 - (3) There is adequate landscaping and buffering from adjacent properties and uses.
 - (4) Increased Setbacks and separations from adjacent properties are proposed.
 - (5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
 - (6) Increased Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review.
43. The Applicant provided an exhibit that states the proposed Founders Place design reduces the overall impact to the site and does not increase square footage or building volume, buildings are positioned to minimize visual impacts to adjacent structures, there is adequate landscaping and buffering from adjacent properties, the project includes increased setbacks and separations, more than minimum Open Space is provided, and the Building Height is designed in a manner that provides a transition in roof elements.
44. The Modifications to the Site Plan Comply with the Land Management Code. The Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.



Planning Department

45. Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.
46. On February 8, 2017, the Planning Commission reviewed a proposed amendment to the Settlement Agreement to remove the requirement that Deer Hollow be disconnected. The Planning Commission continued the discussion to March 22, 2017. On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. **On June 15, 2017, the City Council approved the Settlement Agreement amendments.** On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County.
47. The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:
- Deer Hollow Road is no longer required to be disconnected
 - Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
 - Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
 - The public may use Deer Hollow Road
 - For an evacuation necessary to protect human life
 - A natural disaster
 - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
 - The public may not use Deer Hollow Road for non-life endangering causes like
 - Traffic congestion
 - Delays caused by weather
 - Public or private events and gatherings
 - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City



Planning Department

- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense
- 48. The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements.
- 49. The Proposal Complies with the Sensitive Land Overlay.
- 50. The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan.
- 51. ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.
- 52. However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent. The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on **January 13, 2022**. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.
- 53. The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development.
- 54. The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.
- 55. The developer estimates that initial sales will generate \$300,000,000, thus resulting in an initial \$1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of \$3,750,000, the ongoing annual transfer fee is estimated to be \$37,500.
- 56. The Proposal Complies with Mine Hazard Requirements. There are no known mine hazards on the property.
- 57. The Proposal Complies with Historic Mine Waste Mitigation Requirements
- 58. The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all



Planning Department

available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . .”

59. The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
60. The Proposal Complies with the General Plan. Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. “Future planning in the neighborhood should be directed toward maintaining the world-class resort experience.”
61. The Proposal Complies with Historic Site Protection Requirements. The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.
62. The Proposal Strengthens and Enhances the Resort Character of Park City. Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.
63. The Proposal Incorporates Sustainable Features. The Applicant’s submittal ¶ 2.11 outlines the following sustainable features:
 - a. Integrating the building into site topography, minimizing the building footprint, and maximizing open space
 - b. Maximizing passive solar orientation
 - c. Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
 - i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
 - ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
 - iii. Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
 - iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
 - v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials
 - d. The Applicant also proposes no gas fireplaces or cooking for residential units.



Planning Department

64. Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.
65. The Applicant proposes developing the project in three phases:
- a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
 - i. Housing unit count: 32
 - ii. Gross square footage: 158,813
 - iii. Construction start date: spring 2022
 - b. Phase II: Building 3
 - i. Housing unit count: 19
 - ii. Gross square footage: 89,422
 - iii. Construction start date: spring 2023
 - c. Phase III: Building 4 and associated pedestrian bridge
 - i. Housing unit count: 27
 - ii. Gross square footage: 114,222
 - iii. Construction Start Date: spring 2024
66. The staff report is incorporated herein.

Master Planned Development Conclusions of Law

The Master Planned Development, as conditioned:

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;



Planning Department

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.

Conditional Use Permit Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
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. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
2. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage



Planning Department

- shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.
3. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
 4. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
 5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
 6. Approval of this Master Planned Development is subject to LMC Chapter 15-6 *Master Planned Developments* and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.
 7. The approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
 8. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
 9. The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.
 10. The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
 11. Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.
 12. Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.



Planning Department

13. The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.
14. The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.
15. Final building plans at the time of building permit application shall comply with the **Current Roof Design** reviewed and approved by the Planning Commission on **January 12, 2022**.
16. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
17. Retaining walls on site shall not exceed **heights as reviewed by the Planning Commission on January 12, 2022**. Final landscape plans shall ensure that all retaining walls exceeding eight feet in height are shielded from view from Deer Hollow Road as determined by Planning Staff. Final building plans shall include landscaping features that diminish exposed concrete walls and retaining walls. Additional landscaping shall be provided at the base of Building 3 in Phase II to **mitigate exposed concrete**. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade **showing compliance with the retaining wall heights reviewed by the Planning Commission on January 12, 2022**.
18. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
19. The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
20. Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with



Planning Department

a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

21. Delivery and service vehicles shall access the site at the small surface lots or within parking garages.
22. Trash and recycling facilities shall be within the enclosed parking garages.
23. Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.
24. Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.
25. Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.
26. Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.
27. Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.
28. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
29. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
30. The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.
31. Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.



Planning Department

32. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
33. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
34. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
35. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
36. The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit written approval to the Park City Planning Department **and Chief Building Official and Fire Marshal** for review and inclusion in the project file prior to ~~submitting a building permit application~~ **January 27, 2022, and prior to any City Council action on the Founders Place Subdivision or Founders Place Condominium Plat.**
37. The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan.
38. Mechanical equipment shall be screened according to the requirements of the Land Management Code.
39. The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
40. All units shall install low-flow plumbing fixtures. All units shall install low-flow plumbing fixtures. **No gas fireplaces or cooking appliances will be provided to residential units. The final project shall achieve LEED™ Residential BD+C Multifamily certification or similar equivalent or improved certification as approved by the Sustainability Department within 18 months the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:**



Planning Department

- i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
- ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
- iii. Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
- iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
- v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

John Phillips, Planning Commission Chair

CC: Rebecca Ward

FOUNDERS PLACE

CONDITIONAL USE PERMIT SUBMITTAL PHASES I, II, AND III



November 15, 2021

east west partners
SPARANO + MOONEY ARCHITECTURE

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY

1.1 Project Description

2.0 PROJECT OVERVIEW

- 2.1 Site Location
- 2.2 Site Context
- 2.3 Viewshed and Night Sky
- 2.4 Surrounding Uses and Fitting-In
- 2.5 Service and Benefit to Park City
- 2.6 Consistency with Zoning District and General Plan
- 2.7 Density
- 2.8 Building Design and Materiality
- 2.9 Parking and Transportation
- 2.10 Site and Landscape Design
- 2.11 Sustainability
- 2.12 Hours of Operation, Employment, and Workforce Housing
- 2.13 Special Issues and Mitigation
- 2.14 Phasing

3.0 ATTACHMENTS

Attachment 1: Proposed F Design Drawings - Phases I, II, and III

- Exhibit 1: Site Plan
- Exhibit 2: Planting Plan
- Exhibit 3: Architectural Site Plan
- Exhibit 4: Phasing Plan
- Exhibit 5: Floor Plan - Elev. 7076
- Exhibit 6: Floor Plan - Elev. 7088.67
- Exhibit 7: Floor Plan - Elev. 7101.33
- Exhibit 8: Floor Plan - Elev. 7114
- Exhibit 9: Floor Plan - Elev. 7126.67
- Exhibit 10: Floor Plan - Elev. 7139.33
- Exhibit 11: Floor Plan - Elev. 7152
- Exhibit 12: Floor Plan - Elev. 7164.67
- Exhibit 13: Floor Plan - Elev. 7177.33
- Exhibit 14: Gross Building Area Calculations
- Exhibit 15: Housing Unit Schedule and Square Footage Summary
- Exhibit 16: Exterior Elevations
- Exhibit 17: Exterior Elevations
- Exhibit 18: Exterior Elevations
- Exhibit 19: Exterior Elevations
- Exhibit 20: Exterior Elevations
- Exhibit 21: Exterior Elevations
- Exhibit 22: Exterior Elevations
- Exhibit 23: Exterior Elevations
- Exhibit 24: Exterior Elevations
- Exhibit 25: Project Rendering - View 1
- Exhibit 26: Project Rendering - View 2
- Exhibit 27: Project Rendering - View 3
- Exhibit 28: Project Rendering - View 4
- Exhibit 29: Civil Cover Sheet
- Exhibit 30: Civil Overall Site Plan
- Exhibit 31: Civil Grading Plan
- Exhibit 32: Civil Slope Map
- Exhibit 33: Civil Utilities Plan
- Exhibit 34: Civil Storm Drain Plan

4.0 ADDITIONAL EXHIBITS UNDER SEPARATE COVER

- Exhibit 35: Phase I Environmental Site Assessment (Dated November 17, 2020)
- Exhibit 36: Deer Crest Design Guidelines
- Exhibit 37: Entitlements Timeline

1.0 EXECUTIVE SUMMARY

Deer Hollow Development LLC is seeking a Conditional Use Permit for the development and construction of residential units in stack flat condominium buildings, including an amenity building, for the exclusive use of all **Founders Place** residents. The Founders Place project, located within the Deer Crest development, offers a unique ski-in ski-out location, providing a private and secluded living experience focused on outdoor recreation and wellness.

The Founders Place (aka Slalom Village) parcel is part of the land subject to the 1995 Deer Crest Master Planned Development and Settlement Agreement, including amendments 1 through 3. This application seeks to move forward the approvals as required in the development agreement and restated in the Planning Staff Report for the Third Amendment to the Settlement Agreement “Analysis, Findings of Fact, Conclusions of Law and Conditions of Approval”, dated March 22, 2017. Exhibit ‘F’ below shows the approved concept for the Slalom Village Area from the 1995 Settlement Agreement.

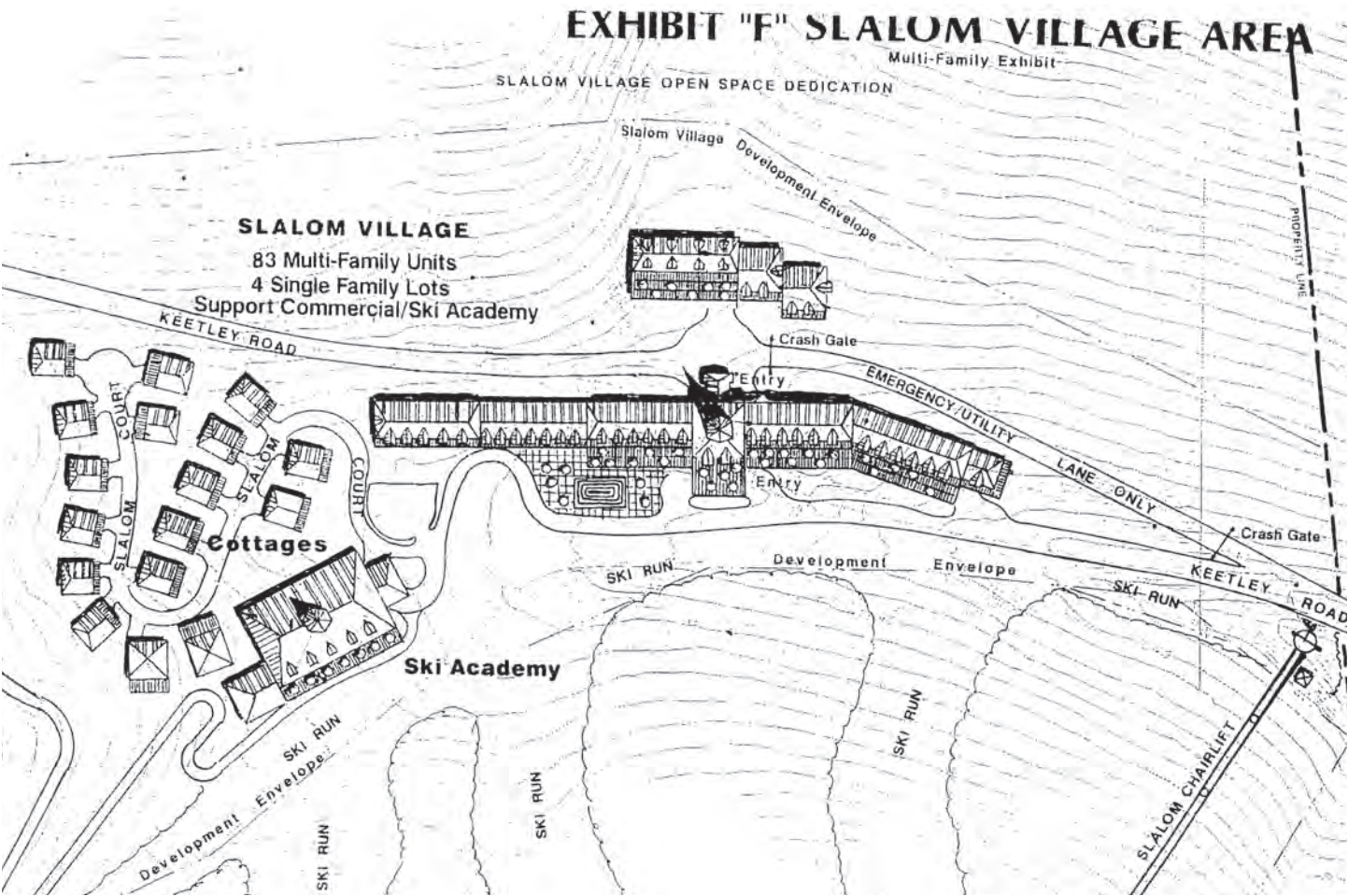


EXHIBIT 'F' - SLALOM VILLAGE AREA

Deer Hollow Development LLC is proposing to build NTE 199,200 SF total residential square footage divided over four building and consisting of 78 residential for sale properties, 6 Employee Housing Units as required by the development agreement, and 128 total parking spaces and various Residential Accessory Uses as defined in the Development Agreement. The project will be constructed in 3 phases.

Sustainable design strategies of Founders Place include the integration of the buildings into the site topography, minimization of the building footprints, maximization of open space and passive solar orientation, and LEED™ Residential BD+C Multifamily certification criteria. Access to daylight, fresh air, recreational opportunities, and wellness components are primary project drivers. Although the open space requirement for the original MPD has already been satisfied, of the 30 acre development parcel, 13 acres will be dedicated as additional open space.

1.1 PROJECT DESCRIPTION

Applicant:	Deer Hollow Development LLC		
Project Address:	TBD - not yet registered		
Parcel:	00-0021-1977		
Application Type:	CUP (a Subdivision Plat is being submitted concurrently)		
Zoning:	Recreational Commercial (RC-MPD) District		
Governing Documents:	Telemark Park Settlement Agreement and Amendments 1, 2, and 3 Density Determination for Telemark Park Resort and Amendments 1 and 2 Deer Crest Interlocal Agreement (Wasatch County and Park City Municipal) Deer Crest Design Guidelines Park City LMC Park City General Plan		
Density/SF Summary:	78 Condominium Units	=	199,200 NSF
	Residential Accessory Uses/Parking Garages/Circulation	=	163,258 GSF
	Total Project GSF	=	362,458 GSF



SITE LOCATION MAP

2.0 OVERVIEW

2.1 SITE LOCATION

The Founders Place project site is located within the Deer Crest development at the Deer Valley Resort, adjacent to the Mountaineer Express ski lift, to the northeast of the St. Regis, and to the west of US-40. Access to the project site is via a private and gated road, Deer Hollow Road, with control points at the Queen Ester gatehouse to the west, and the Jordanelle gatehouse to the east. The 30 acres site is bifurcated by Deer Hollow road, with 20 acres to the north of the road and 10 acres to the south. The site resides within Wasatch County, and has been annexed into Park City.



SITE VICINITY MAP

2.2 CONTEXT

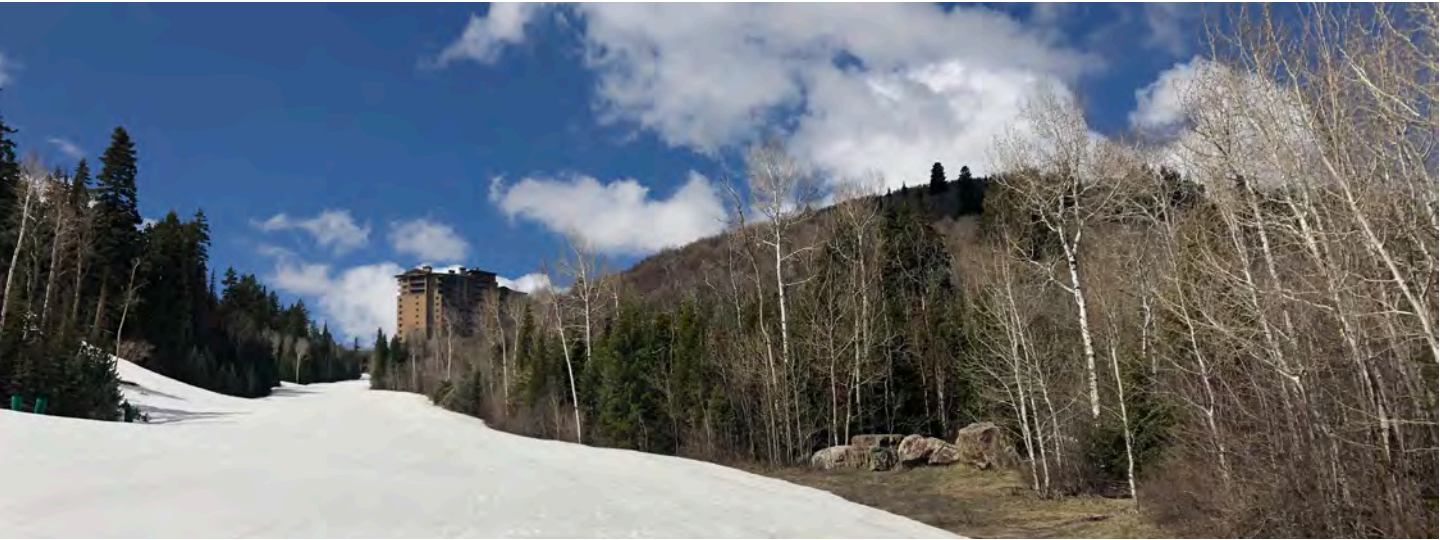
The Founders Place project site is private and secluded, with no residential or commercial development within close proximity. The nearest development to the proposed built-area of the Founders Place project site includes the residences at Snowtop Court approximately 750 feet to the northwest; the residences at Deer Crest Estates approximately 1,800 feet to the south; and the St. Regis hotel approximately 2,500 feet to the southwest. The Founders Place project site is located at the base of the adjacent hillsides at an elevation of 7,100 feet, approximately 300 feet below the elevation of the St. Regis hotel and closest residential areas.

2.3 VIEWSHED AND NIGHT SKY

Given the location of the Founders Place project site, at the base of the adjacent hillsides, the new development does not impede the views from any existing surrounding development, nor does the development approach any ridgeline. Clear views to the surrounding vistas, mountains, and Jordanelle Reservoir are maintained. The night sky resource will also be protected, maintaining existing residents views to the stars. Lighting for the new development will meet all Park City LMC outdoor lighting ordinances to protect the night sky, including fully shielded fixtures, 3,000 degree Kelvin light temperature, and maximum lumen per acre requirements; thus providing and protecting views to the night sky by the new development occupants.



SITE VIEW LOOKING SOUTH TO MOUNTAINEER EXPRESS LIFT



SITE VIEW LOOKING WEST TO THE ST. REGIS



VIEW WEST UP DEER HOLLOW ROAD

JORDANELLE RESERVOIR

PROJECT SITE

MOUNTAINEER EXPRESS SKI LIFT

DEER HOLLOW ROAD

ST. REGIS

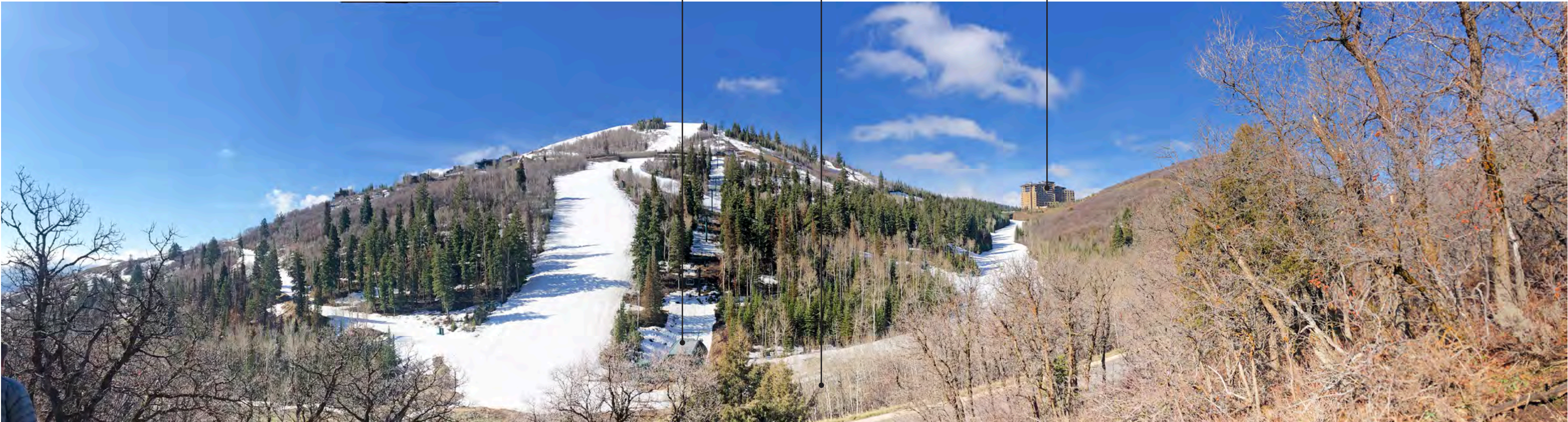


PANORAMIC OVERVIEW FROM SNOWTOP COURT SUBDIVISION

MOUNTAINEER EXPRESS SKI LIFT

PROJECT SITE

ST. REGIS



PANORAMIC OVERVIEW

2.4 SURROUNDING USES AND FITTING-IN

The Deer Crest development is a gated community comprised of primarily resort-oriented residential development (Multi-Family and Single Family). Other uses in the Deer Crest and Deer Valley area include hotel and nightly rentals recreation commercial development, and open space. The proposed Founders Place project continues this residential development pattern, supporting recreational activity and the ski-in ski-out experience. In addition, the project proposes development of 17 of the 30 acre parcel, with dedication of 13 acres to open space.

The Deer Valley Resort and Deer Crest community include buildings constructed from the 1980’s to the present, with various architectural styles ranging from a more traditional mountain aesthetic to heritage and mountain modern interpretations. Predominant materials used in the area include wood siding, natural stone, log, stucco and standing seam or similar metal panels. Other predominant material references found in the Park City Area include bevel, tongue and groove, and ship lap painted wood siding; board formed concrete; and large format corrugated metal panels. The proposed Founders Place Condominium project proposes a compatible material palette including the use of natural wood siding, board formed concrete, and standing seam metal panels. This palette is also consistent with the limit on the number of exterior materials as set forth in the LMC and Deer Crest Design Guidelines.

Scale and massing of buildings and homes in the Deer Valley Resort and Deer Crest community include multi-level single family homes, typically 2 to 3 stories and approximately 28 feet in height, and larger resort development including the St. Regis at 11 stories and approximately 150 feet in height. The Deer Hollow Condominium project height maximum based on the Settlement Agreement documents is 75 feet from finished grade. To limit the apparent height of the proposed buildings, the design includes parking at the 1st level, which is underground to the extent possible, and 4 levels of housing above, with the top story stepping back at all sides. Generally, this gives the appearance of a four story building, with average heights above the finished grade of 54 feet to 68 feet from wall base at finished grade to roof peak.

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed buildings fit the approved massing, scaling and square footage allowances per previous approvals. (Re. first amendment & density determination of the Deer Crest settlement agreement).

The project site is surrounded by open space with access to trails and adjacent to the Deer Hollow ski run at Deer Valley Resort for ski-in/ski-out access from the property. The target buyer for these homes are primarily second home owners seeking a ski vacation property.

2.5 SERVICE AND BENEFIT TO PARK CITY

The Founders Place property is part of the Deer Crest MPD, a resort residential community, and will mostly be occupied by non-primary residents. It is anticipated that these homes will be lightly occupied throughout the year and impose a minimal burden to Park City and Wasatch County while at the same time provide significant tax benefits as laid out in the approved and adopted 1998 Interlocal Agreement between Park City and Wasatch County (resort sales tax, transit tax, property tax, etc.).

2.6 CONSISTENCY WITH THE ZONING DISTRICT AND GENERAL PLAN

The proposed Founders Place project is consistent with the Deer Crest Master Plan Development and Settlement Agreement . In addition, the proposed Founders Place project is consistent with the purposes and goals of both the Recreational Commercial (RC-MPD) District zoning and the Park City General Plan as the project:

- 1. Clusters the development to minimize the building footprint and maximize open space.
- 2. Places the new development at the base of the hillside to minimize visibility and impact to view.
- 3. Provides variation in architectural design and housing type.
- 4. Promotes pedestrian, bike, and ski-in/ski-out connections to the outdoors and adjacent areas.
- 5. Minimizes architectural impact of the automobile by limiting parking to 1.5 stalls per unit, concealing parking within enclosed parking garages, and utilizing a transportation network.
- 6. Conserves a healthy network of open space for continued access to and respect for the natural setting.
- 7. Promotes sustainable design strategies including limiting the foot print, protection of open space, optimal solar orientation, and LEED™ Residential BD+C Multifamily certification criteria.
- 8. Increases the number of workforce housing units.
- 9. Supports the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.

2.7 DENSITY

Density for the development parcel is defined by the Settlement Agreement, and no changes are proposed to the approved densities outlined in the Settlement Agreement, as amended. The Founders Place site (formerly Slalom Village) is one of the remaining undeveloped areas of the original MPD. Per the Settlement Agreement the density “shall not exceed 83 multifamily units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)”. The maximum square footage allowed for the housing units is 199,200 SF (83 x 2,400 SF).

Per the Settlement Agreement, where the “average square footage of one or 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 so as not to exceed either”. The Founders Place project will consist of 78 housing units and the maximum total square footage will be maintained at 199,200 SF.

2.8 BUILDING DESIGN AND MATERIALITY

The form of the Founders Place project references the western vernacular building forms found throughout the American West, those typologies found within Deer Crest and Park City, and with an emphasis on simplicity and functionality. The buildings integrate thoughtfully into the site topography, minimizing site disturbance, with a narrow footprint oriented with the site contours. The southern orientation of the buildings allows for maximizing daylight and passive solar design. Fenestration of the buildings provides focused views and an interface to the active ski slopes to the south, the distant view of Jordanelle to the east, and close proximity mountain views to the north and west.

The building design includes a board form concrete base that surrounds the parking garage, a three story volume of wood siding for the primary housing units that include equally spaced projected board form concrete cores, and a recessed top story penthouse that is a mixture of standing seam metal panels and wood siding. This material palette is consistent with the mountain character of the site and surrounding development, as well as the Park City and the greater Western region.

2.9 PARKING AND TRANSPORTATION

Parking for the Founders Place project will consist of enclosed parking garages at the base of each building, as well as two small surface lots for general service and passenger loading. Proposed parking for the project is based on 1.5 stalls per unit for a total of 117 parking stalls associated with the condominium housing (78 units x 1.5), 4 stalls associated with the workforce housing units, and 7 service/loading stalls, for a parking total of 128 stalls. All off-street parking will abide by Park City Municipal Code, including dimensioning, grading and drainage, surfacing, lighting, landscaping, and snow storage standards.

The developer intends to implement an on demand ride-share program for the benefit of all residents within the proposed development of Founders Place, similar to the “dial-a-ride” program at Empire Pass. The spirit of the service is to substantially reduce traffic between the Founders Place neighborhood and various destinations within the greater Park City limits. Furthermore, it is the intent of the developer to work with the Deer Crest Master Association to expand the program and make these services available for the entire Deer Crest Community.

2.10 SITE AND LANDSCAPE DESIGN

The site and landscape design meets the requirements of the Park City LMC. Key topics not covered under other sections of the narrative include the following:

Emergency Vehicle Access

The proposed site plan accounts for fire and emergency vehicle access. For Phase I and Phase II buildings, emergency vehicle turnarounds are proposed at the western terminus of the proposed driveway and within the proposed central drop-off area, on the north side of Phase I. Emergency access for Phase III is to be from existing Deer Hollow Road. The drop offs abide to the required wing and radius dimensions.

Internal Vehicular and Pedestrian Circulation System

Vehicles will arrive and drop-off at the central drop-off area for all phases of the proposed development. Vehicles will park within each building’s indoor parking facilities. Outdoor pedestrian circulation is proposed as an interconnected network of sidewalks and pathways that facilitate movement between buildings and from buildings to the adjacent Deer Hollow Resort ski run. Pathway surfacing and grading will maximize accessibility and minimize disturbance of surrounding landscape.

Fencing, Screening, and Landscaping to Separate the Use from Adjoining Uses
The proposed site plan separates the development from adjoining Recreation Commercial Zone uses at the Deer Valley Resort primarily through siting of buildings and clear designation of outdoor pathways. Site walls and special plantings will provide visually unobtrusive screening where deemed necessary and appropriate, including to screen exterior mechanical equipment. Proposed trees, shrub and meadow species will be consistent with those found within the area and will allow for ecological integration of the development and surrounding natural habitats. In disturbed areas, the height of retaining walls will be minimized to accommodate necessary grading. Existing forest to the southwest will be preserved along the property boundary.

Building mass, bulk, and orientation, and the location of Buildings on the Site
Buildings, outdoor amenities, and accompanying grading are placed strategically to limit disturbance of surrounding landscape, including proposed cut and fill. Buildings and amenities have also been placed to facilitate access to the Deer Valley Ski Resort, whereby some units will have ski-in/ski-out access and others will have access via shared indoor and outdoor circulation corridors.

Orientation to Buildings on Adjoining Lots
Proposed buildings and amenities are located to facilitate views toward the Deer Valley Resort’s mountainous landscape and the outlying Jordanelle Reservoir and not the existing St Regis Hotel. This is to provide a visual barrier between both properties. Furthermore, buildings are sited, scaled, and oriented to integrate with the landscape as viewed from Deer Hollow Road and adjoining lots, and to minimize blocking of views from these locations.

Usable Open Space
Open space requirements per the Settlement Agreement have been satisfied for the Deer Crest MPD and granted to DCMA via a special warranty deed (411704) on 12/29/2014, Additional open space in Deer Hollow Village will be provided. The proposed development is consistent with Open Space requirements for Recreation Commercial District Zone and requirements for steep slopes within Sensitive Land Overlay Zone, such that greater than 60% of the Lot is devoted to Open Space uses and less than 25% of the Steep Slope Area is developed.

Control of Delivery/Service Vehicles, Loading and Unloading Zones, and Screening of Trash/Recycling
Delivery and service vehicles will access the site at the small surface lots provided or within parking garages as necessary. All structures for storing refuse will be within the enclosed parking garages. Loading and unloading of goods will take place entirely on site, and loading and unloading zones will be screened from general public view.

Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structures to the Existing Topography
Buildings and amenities are located to comply with regulations regarding steep slopes and general requirements for developments in Sensitive Land Overlay Zone areas. The proposed grading is designed to limit cut/fill and to preserve ecological function. The owner commissioned a Phase I ESA in 2018, and Wasatch Environmental conducted surficial soil sampling at 22 locations (see Attachment 2). The development furthermore aims to minimize disturbance of wildlife and habitats, and to maximize tree preservation. Exposed slopes will be revegetated with native species using high quality fill soil that will support plant growth.

2.11 SUSTAINABILITY

As noted previously, integrating the building into the site topography, minimizing the building footprint, maximizing open space, and maximizing passive solar orientation are the major sustainable site related strategies of the project. In addition to these strategies, LEED™ Residential BD+C Multifamily certification criteria will be pursued. LEED™ related sustainable aspects of the Deer Hollow project include:

- a. **Heat Island Reduction:** Strategies will include reduction in hardscape, maximizing landscape and open space, and inclusion of green and ballasted roofs.
- b. **Light Pollution Reduction:** In addition to the requirements of the LMC, vertical illuminance

calculations will be completed at the lighting boundary to minimize light pollution and protect the night sky resource.

- c. **Water Use Reduction:** Strategies include the use of low-flow plumbing fixtures in public areas, and minimizing irrigation demand through the use of native and drought tolerant plantings.
- d. **Minimum Energy Performance:** Strategies include energy efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values.
- e. **Indoor Air Quality:** Strategies include whole house (unit) ventilation systems, access to fresh air through operable window/door systems, air filtering, and low emittance product specifications for interior materials.

2.12 HOURS OF OPERATION, EMPLOYMENT, AND WORKFORCE HOUSING

As a residential property, Founders Place is expected to be occupied 24 hours a day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging. Per the Settlement Agreement, workforce housing is the total 4% of the total number of condominium units, which equals four workforce housing units. Founders Place will provide 10% workforce housing with six (6) on-site housing units.

2.13 SPECIAL ISSUES AND MITIGATION

The proposed use is similar in design and function to other second-home condominium buildings around the Deer Valley Ski area. No Historic sites and structures exist within the development parcel. The developer will coordinate access requirements to the ski run and lift terminal with Deer Valley Resort. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions (noise, glare, dust, pollutants, odor) dissimilar to the other existing properties.

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

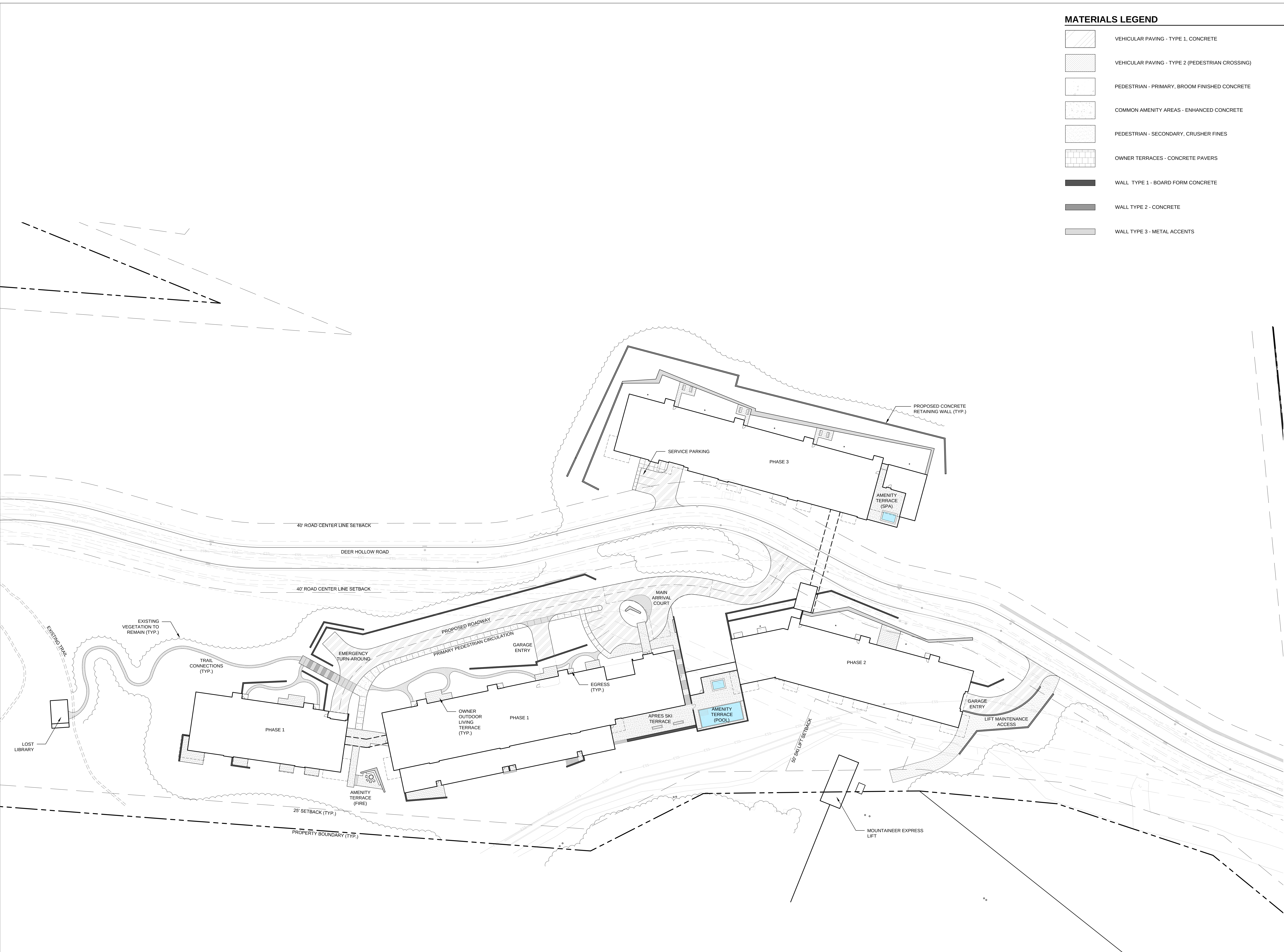
- Phase I:	Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
	Housing Unit Count this Phase: 32
	Total GSF this Phase: 158,813 GSF
	Construction Start Date: Spring 2022
- Phase II:	Includes Building 3
	Housing Unit Count this Phase: 19
	Total GSF this Phase: 89,422 GSF
	Construction Start Date: Spring 2023
- Phase III:	Includes Building 4 and Associated Pedestrian Bridge
	Housing Unit Count this Phase: 27
	Total GSF this Phase: 114,222 GSF
	Construction Start Date: Spring 2024

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

SCALE	1" = 40'-0"	SHEET NO.
JOB NO.	21-08	L1
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

MATERIALS LEGEND

- VEHICULAR PAVING - TYPE 1, CONCRETE
- VEHICULAR PAVING - TYPE 2 (PEDESTRIAN CROSSING)
- PEDESTRIAN - PRIMARY, BROOM FINISHED CONCRETE
- COMMON AMENITY AREAS - ENHANCED CONCRETE
- PEDESTRIAN - SECONDARY, CRUSHER FINES
- OWNER TERRACES - CONCRETE PAVERS
- WALL TYPE 1 - BOARD FORM CONCRETE
- WALL TYPE 2 - CONCRETE
- WALL TYPE 3 - METAL ACCENTS



SPARANO+MOONEY ARCHITECTURE (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

PLANTING PLAN

SCALE		1" = 40'-0"	SHEET NO.
JOB NO.	21-08		L3
ISSUE	SCHEMATIC DESIGN		
DATE	OCTOBER 20, 2021		

PLANT LIST

BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES	
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Acer grandidentatum</i>	Bigtooth Maple
<i>Acer negundo</i>	Boxelder
<i>Amelanchier canadensis</i>	Shadower Serviceberry
<i>Celtis occidentalis</i>	Common Hackberry
<i>Populus tremuloides</i>	Quaking Aspen
<i>Quercus gambelii</i>	Gambel Oak
CONIFEROUS TREES	
<i>Abies concolor</i>	White Fir
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper
<i>Picea engelmannii</i>	Engelmann Spruce
<i>Picea pungens</i>	Colorado Spruce
<i>Pseudotsuga menziesii</i>	Douglas Fir
DECIDUOUS & EVERGREEN SHRUBS	
<i>Artemisia tridentata</i>	Big Sagebrush
<i>Holodiscus dumosus</i>	Rock Spirea
<i>Juniperus communis</i>	Common Juniper
<i>Rosa woodsii</i>	Wood's Rose
<i>Rhus glabra</i>	Smooth Sumac
<i>Sambucus cerulea</i>	Blue Elderberry
<i>Symphoricarpos oreophilus</i>	Mountain Snowberry
GROUNDCOVERS / ORNAMENTAL GRASSES	
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick
<i>Bromus marginatus</i>	Mountain Brome
<i>Elymus trachycaulus</i>	Slender Wheatgrass
<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass
<i>Poa annua</i>	Creeping Bentgrass
<i>Schizachyrium scoparium</i>	Little Bluestem
TURF NATIVE GRASSES/ WILDFLOWERS/ EDGING	
<i>Poa pratensis</i>	Kentuck Bluegrass
Great Basin Seed Wolf Creek	
Aspen Community Seed Mix	
High County Meadow Native	
Wildflower Seed Mix	

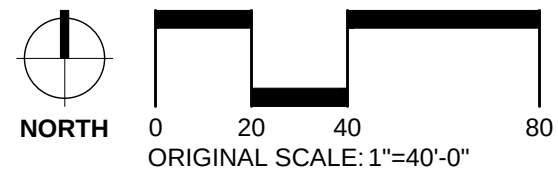
PLANTING LEGEND

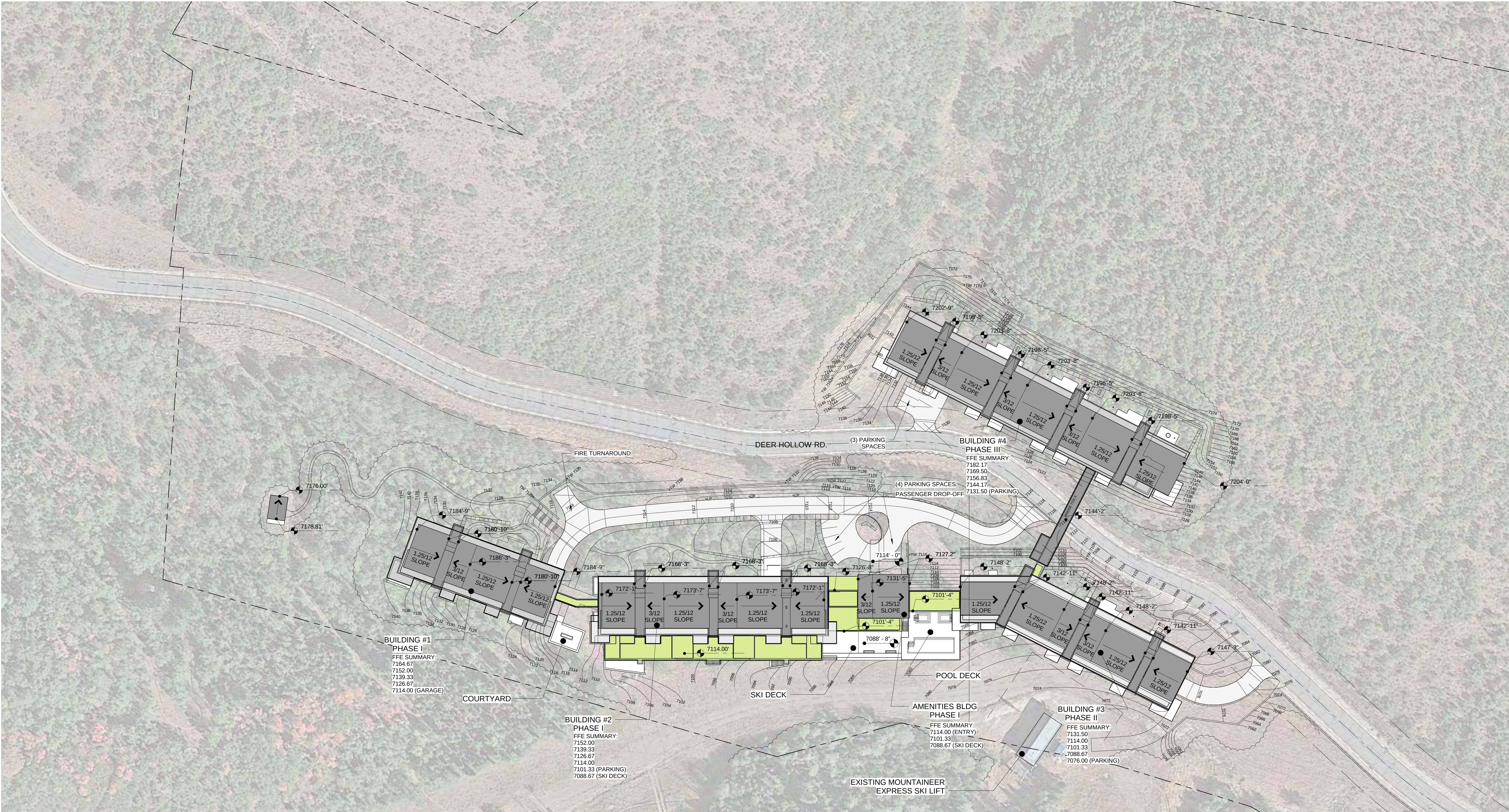
	PROPOSED EVERGREEN TREE
	PROPOSED DECIDUOUS TREE
	SHRUB, PERENNIALS + GROUNDCOVER AREAS
	NATIVE REVEGETATION AREAS
	GREEN ROOF



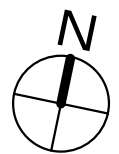
PLANTING PLAN

DRAWING NO.	DATE:
EX - 2	11/16/21





① SITE PLAN
1" = 50'-0"



FOUNDERS PLACE

ARCHITECTURAL SITE PLAN

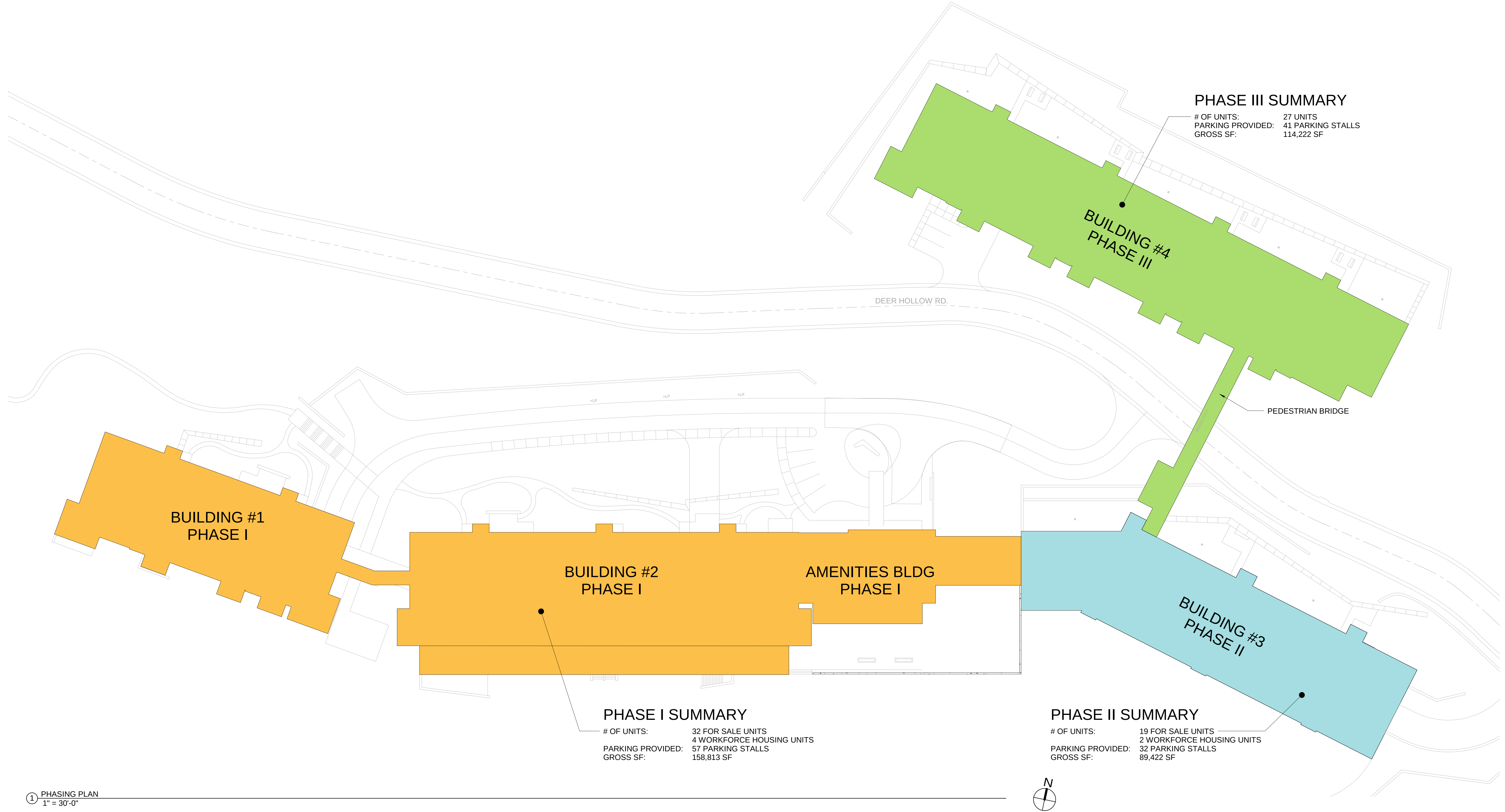
DRAWING NO. EX - 3
DATE: 11/16/21
JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.



FOUNDERS PLACE

PHASING PLAN

DRAWING NO.	DATE:	JOB NO.
EX - 4	11/16/21	21-08

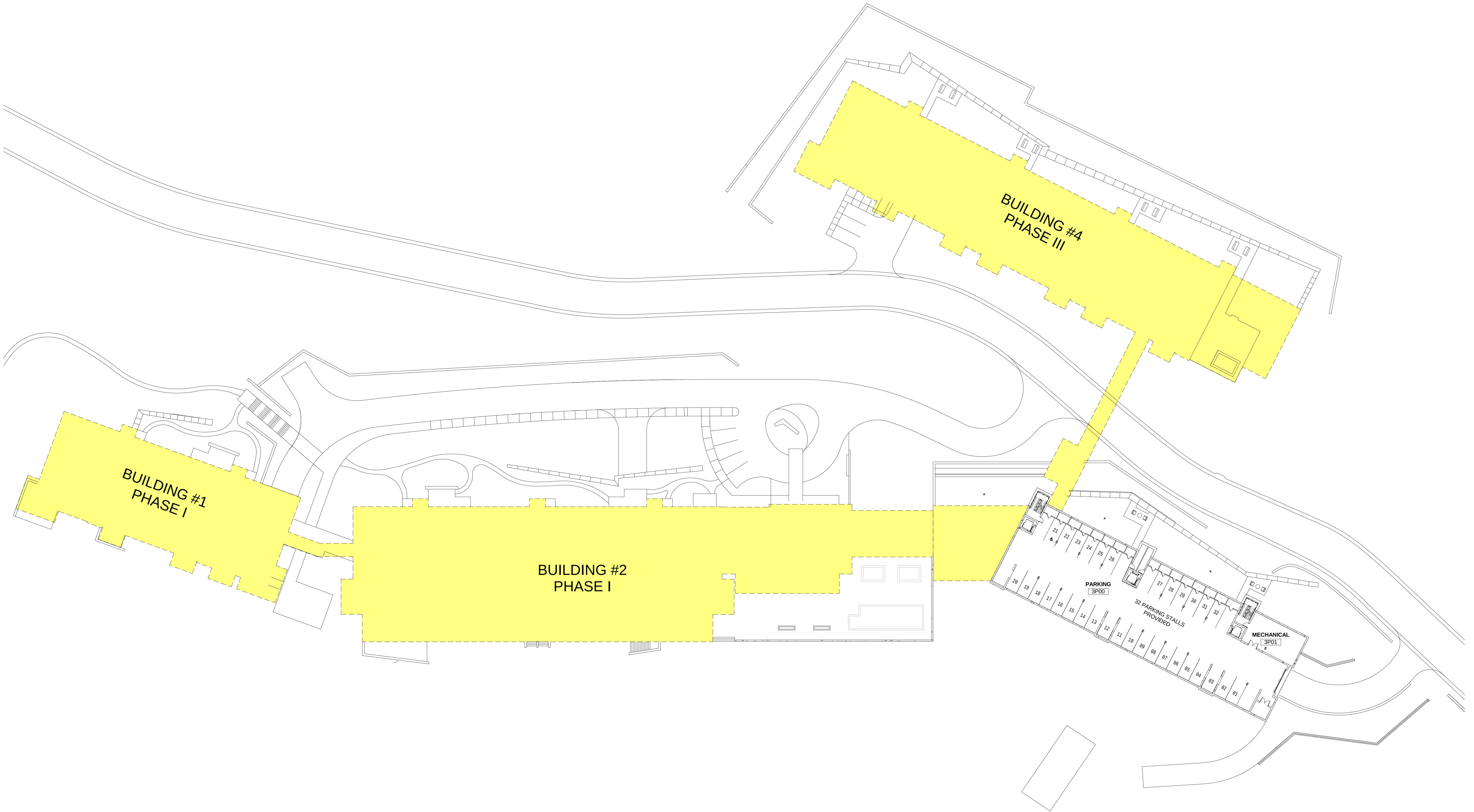
east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115

www.sparanomooney.com

T 801.746.0234 F 801.746.0233



① FLOOR PLAN - ELEV. 7076.00'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7076.00'

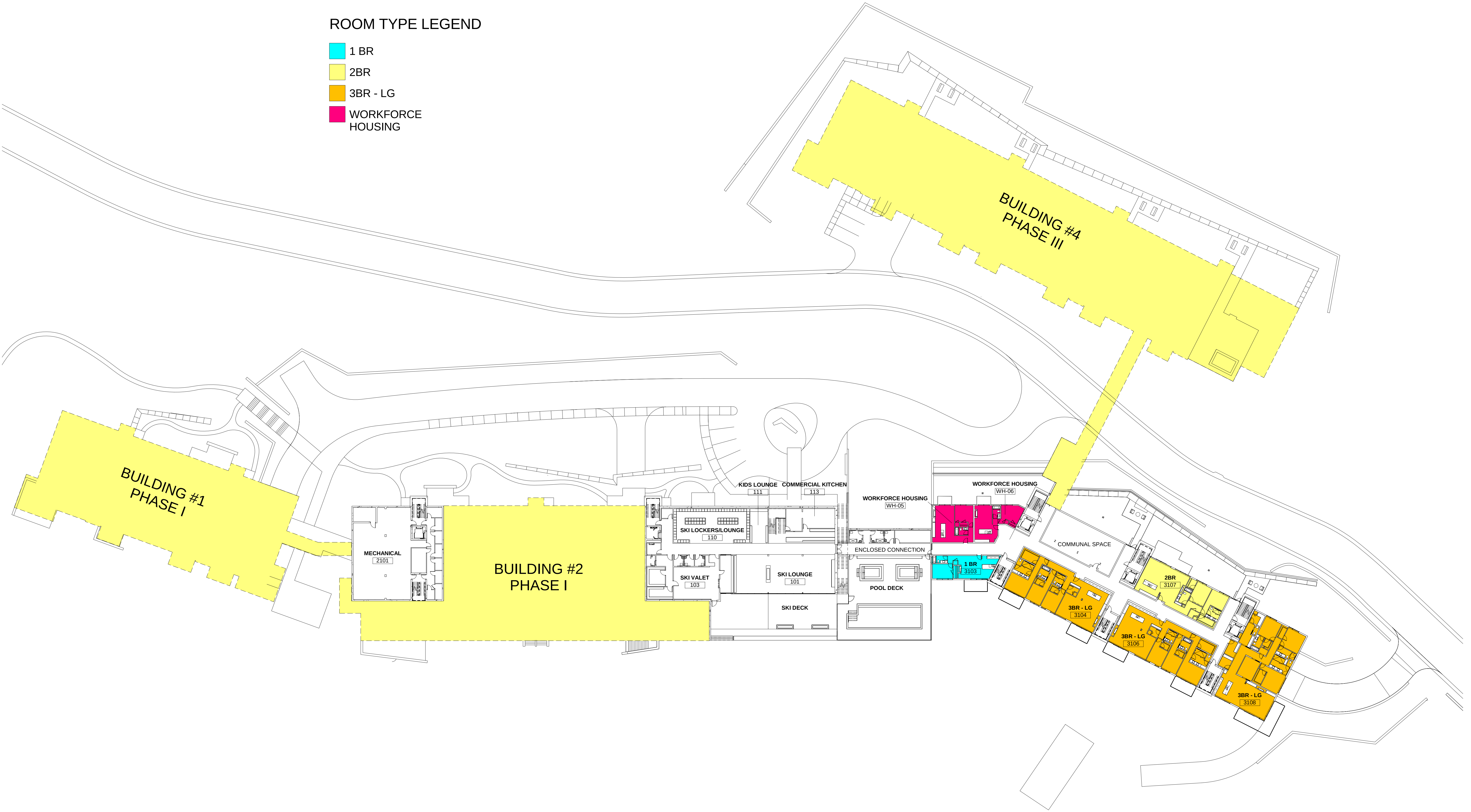
DRAWING NO. EX - 5 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

- 1 BR
- 2BR
- 3BR - LG
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7088.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7088.67'

DRAWING NO. EX - 6 DATE: 11/16/21 JOB NO. 21-08

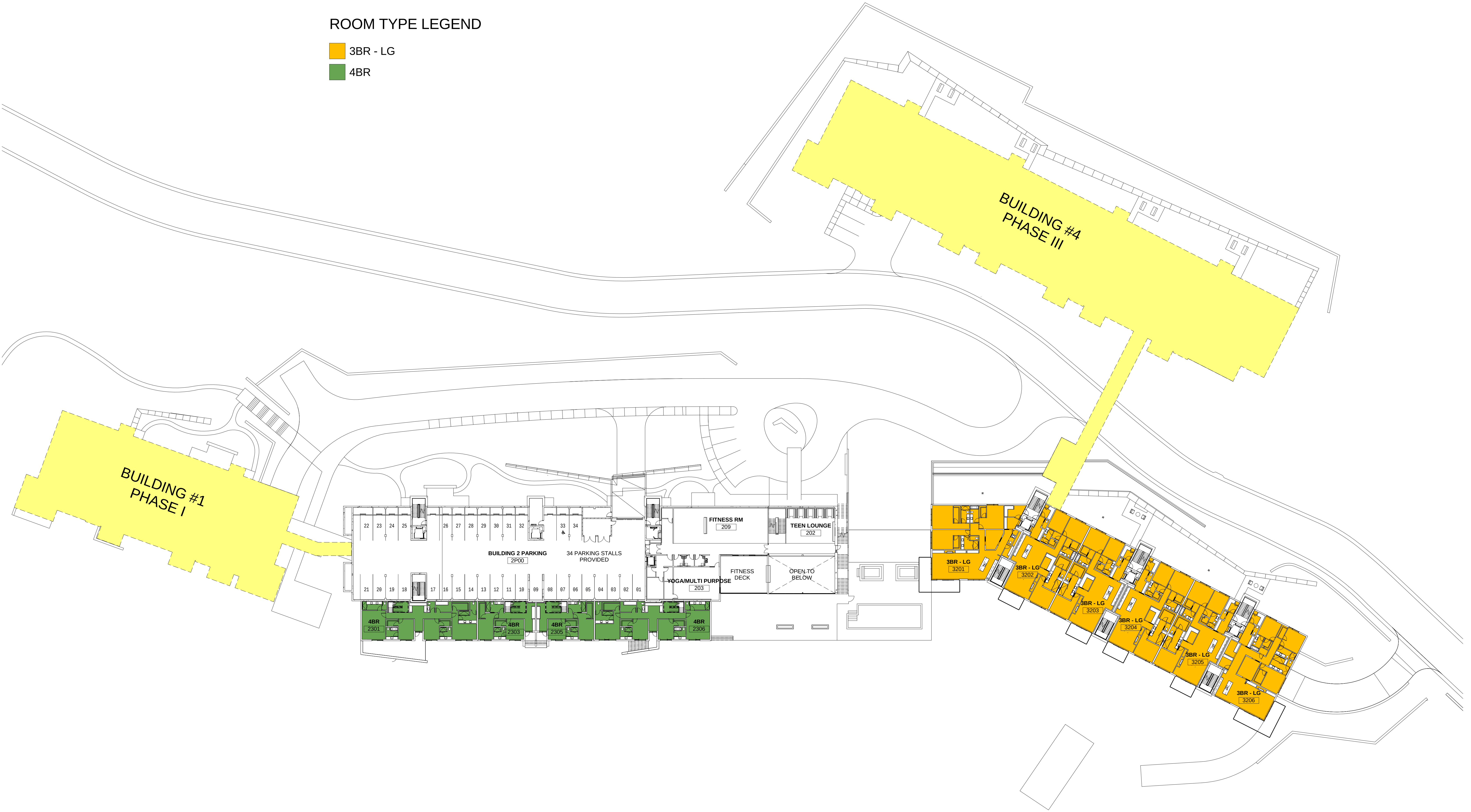
east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

- 3BR - LG
- 4BR



1 FLOOR PLAN - ELEV. 7101.33'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7101.33'

DRAWING NO. EX - 7 DATE: 11/16/21 JOB NO. 21-08

east west partners

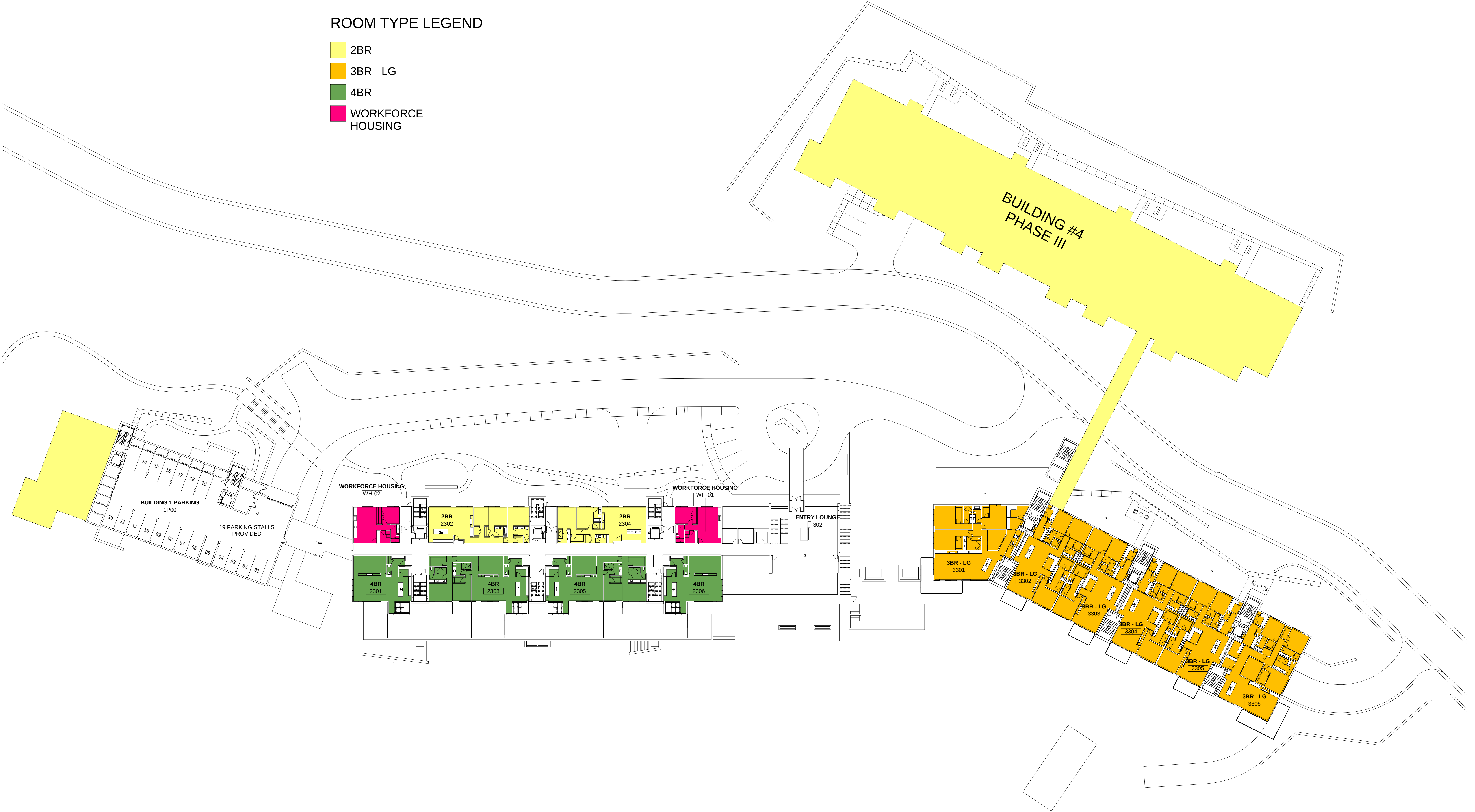
SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.

ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 4BR
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7114.00'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7114.00'

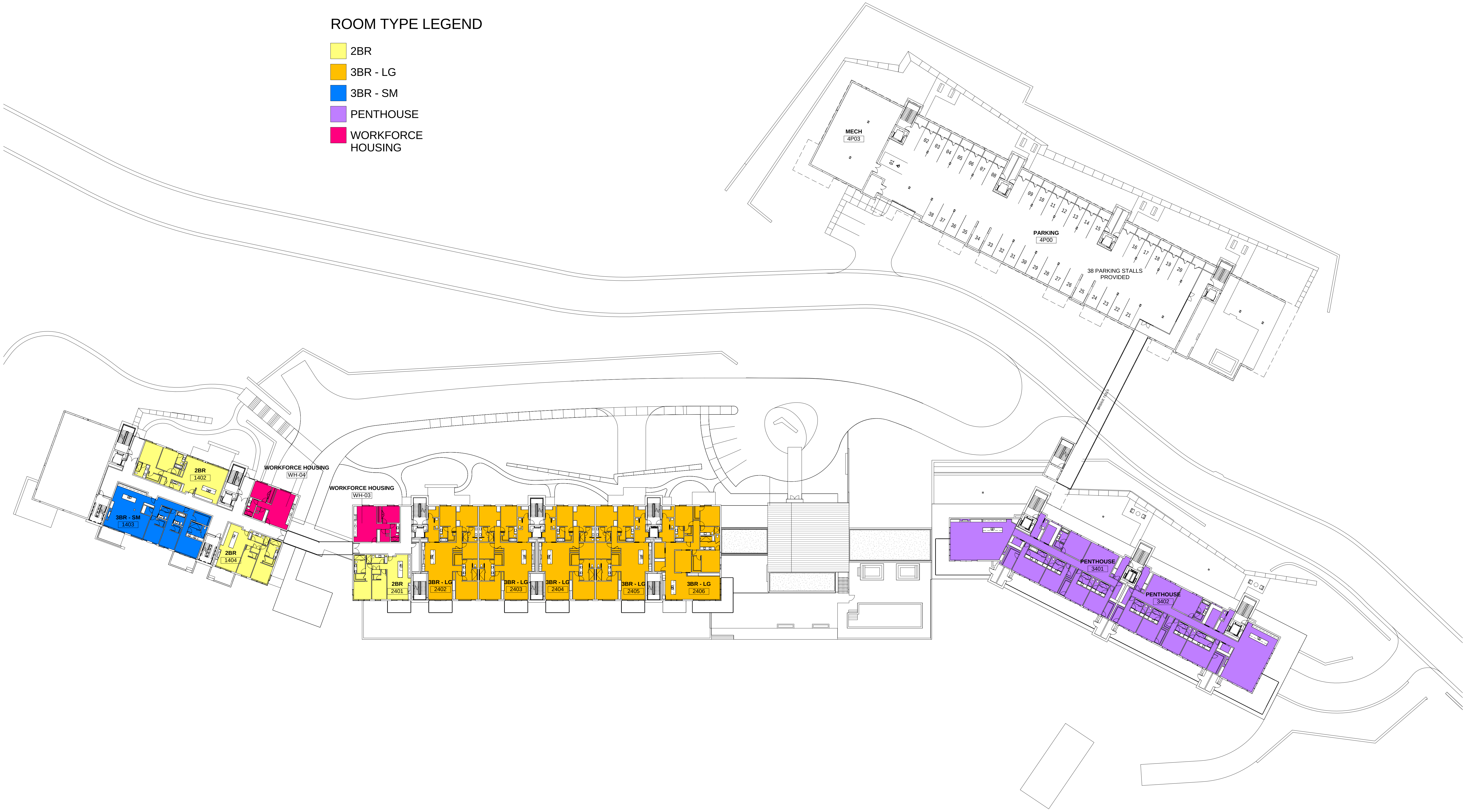
DRAWING NO. EX - 8 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7126.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7126.67'

DRAWING NO. EX - 9 DATE: 11/16/21 JOB NO. 21-08

east west partners

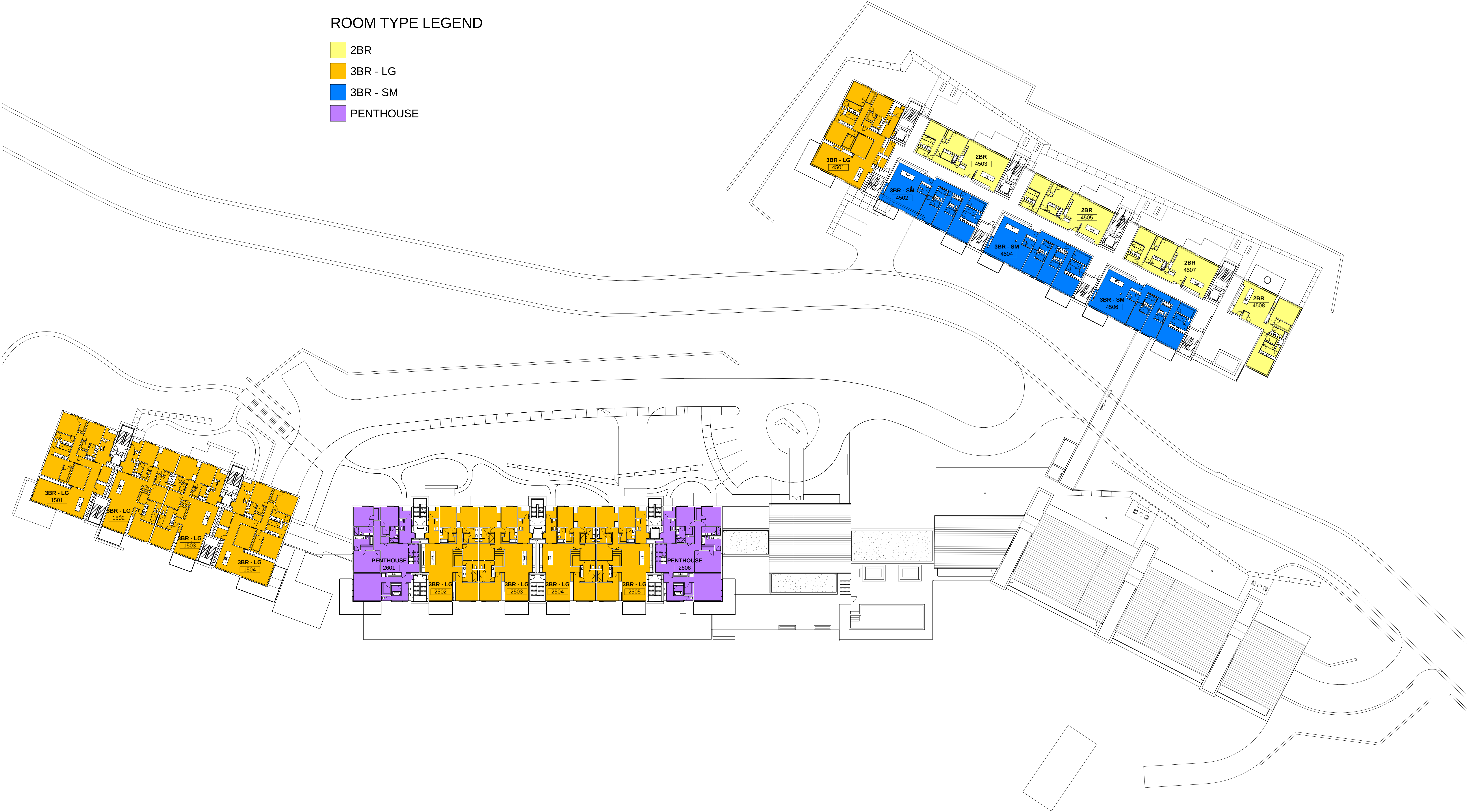
SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.

ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7139.33'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7139.33'

DRAWING NO. EX - 10 DATE: 11/16/21 JOB NO. 21-08

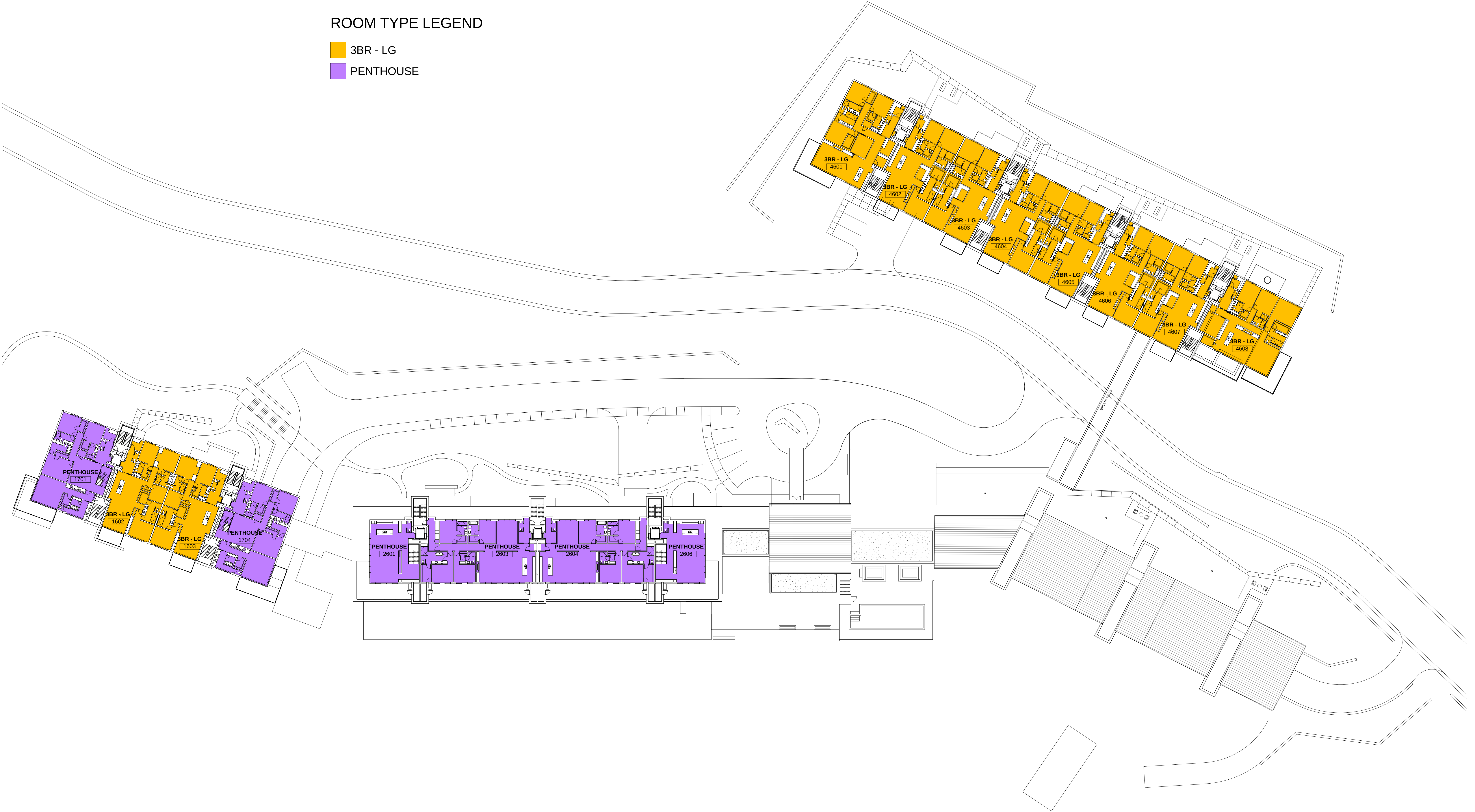
east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7152.00'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7152.00'

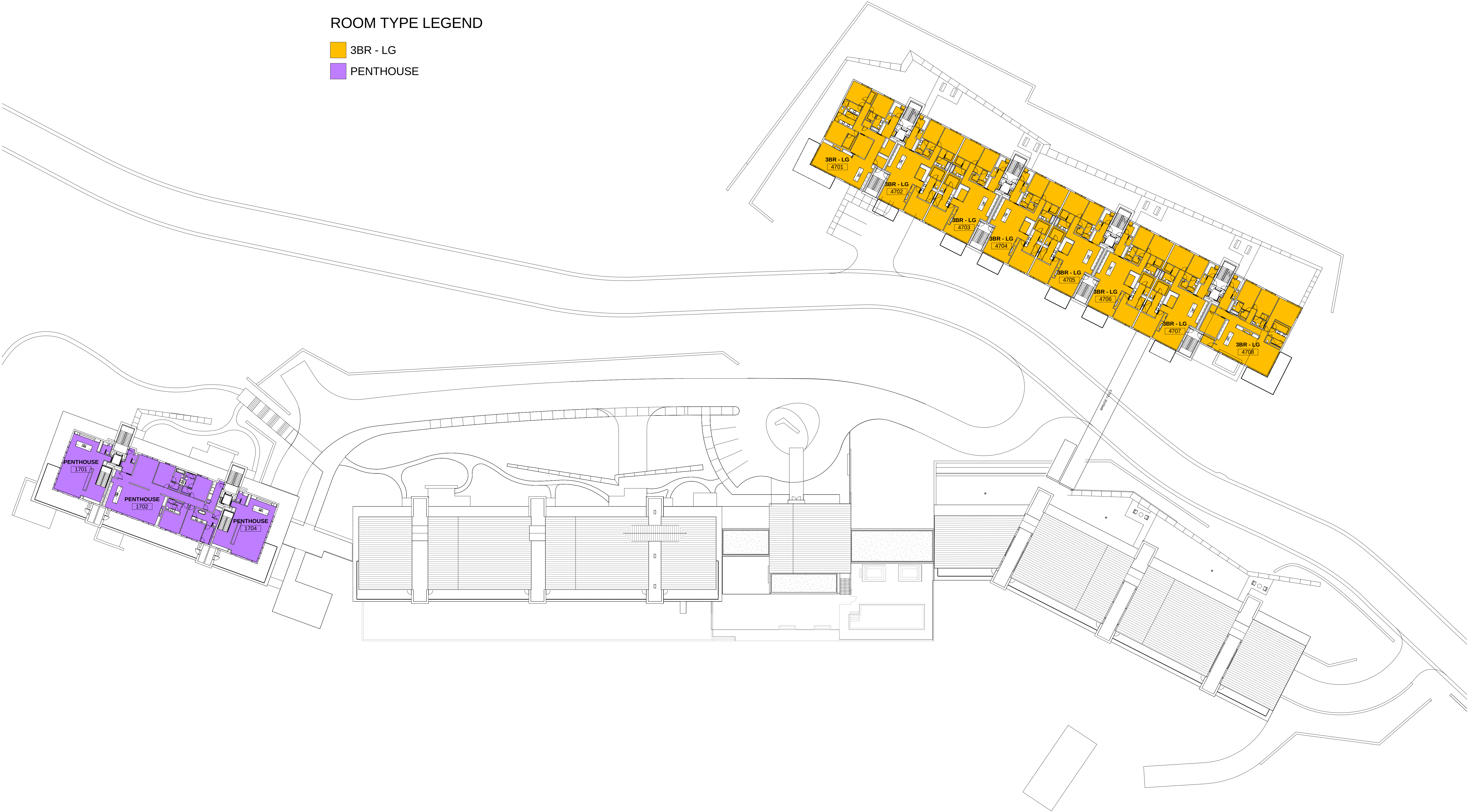
DRAWING NO. EX - 11 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7164.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7164.67'

DRAWING NO. EX - 12 DATE: 11/16/21 JOB NO. 21-08

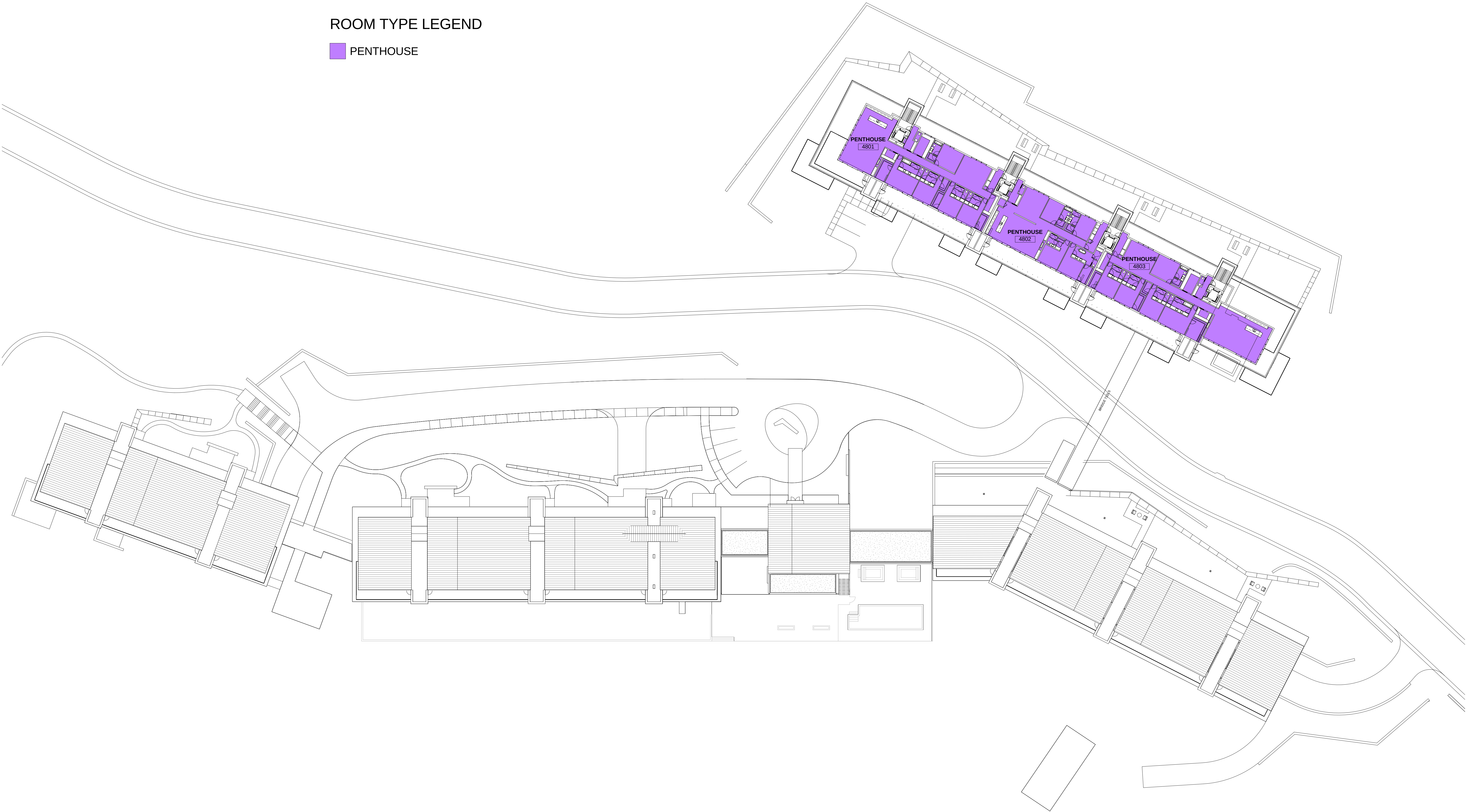
east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

ROOM TYPE LEGEND

PENTHOUSE



① FLOOR PLAN - ELEV. 7177.33'

1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7177.33'

DRAWING NO. EX - 13 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

GROSS BUILDING AREA SCHEDULE - ALL PHASES		
PHASE	LEVEL	AREA

AMENITY BLDG	LEVEL 1	10210 SF
AMENITY BLDG	LEVEL 2	7992 SF
AMENITY BLDG	LEVEL 3	2477 SF
AMENITY BLDG: 3		20679 SF

PHASE I	LEVEL 1	4901 SF
PHASE I	LEVEL 2	21246 SF
PHASE I	LEVEL 3	18823 SF
PHASE I	LEVEL 3	9383 SF
PHASE I	LEVEL 4	28262 SF
PHASE I	LEVEL 5	18239 SF
PHASE I	LEVEL 5	12450 SF
PHASE I	LEVEL 6	12007 SF
PHASE I	LEVEL 6	12450 SF
PHASE I	LEVEL 7	375 SF
PHASE I: 10		138134 SF

PHASE II	LEVEL P1	15077 SF
PHASE II	LEVEL 1	18221 SF
PHASE II	LEVEL 2	18275 SF
PHASE II	LEVEL 3	18275 SF
PHASE II	LEVEL 4	11749 SF
PHASE II	LEVEL 7	7825 SF
PHASE II: 6		89422 SF

PHASE III	LEVEL 1	651 SF
PHASE III	LEVEL 2	348 SF
PHASE III	LEVEL 3	348 SF
PHASE III	LEVEL 4	25911 SF
PHASE III	LEVEL 5	21088 SF
PHASE III	LEVEL 5	1782 SF
PHASE III	LEVEL 6	24092 SF
PHASE III	LEVEL 7	24092 SF
PHASE III	LEVEL 8	15911 SF
PHASE III: 9		114222 SF
Grand total: 28		362458 SF

PHASE I
375 SF

PHASE II
7825 SF

PHASE III
24092 SF

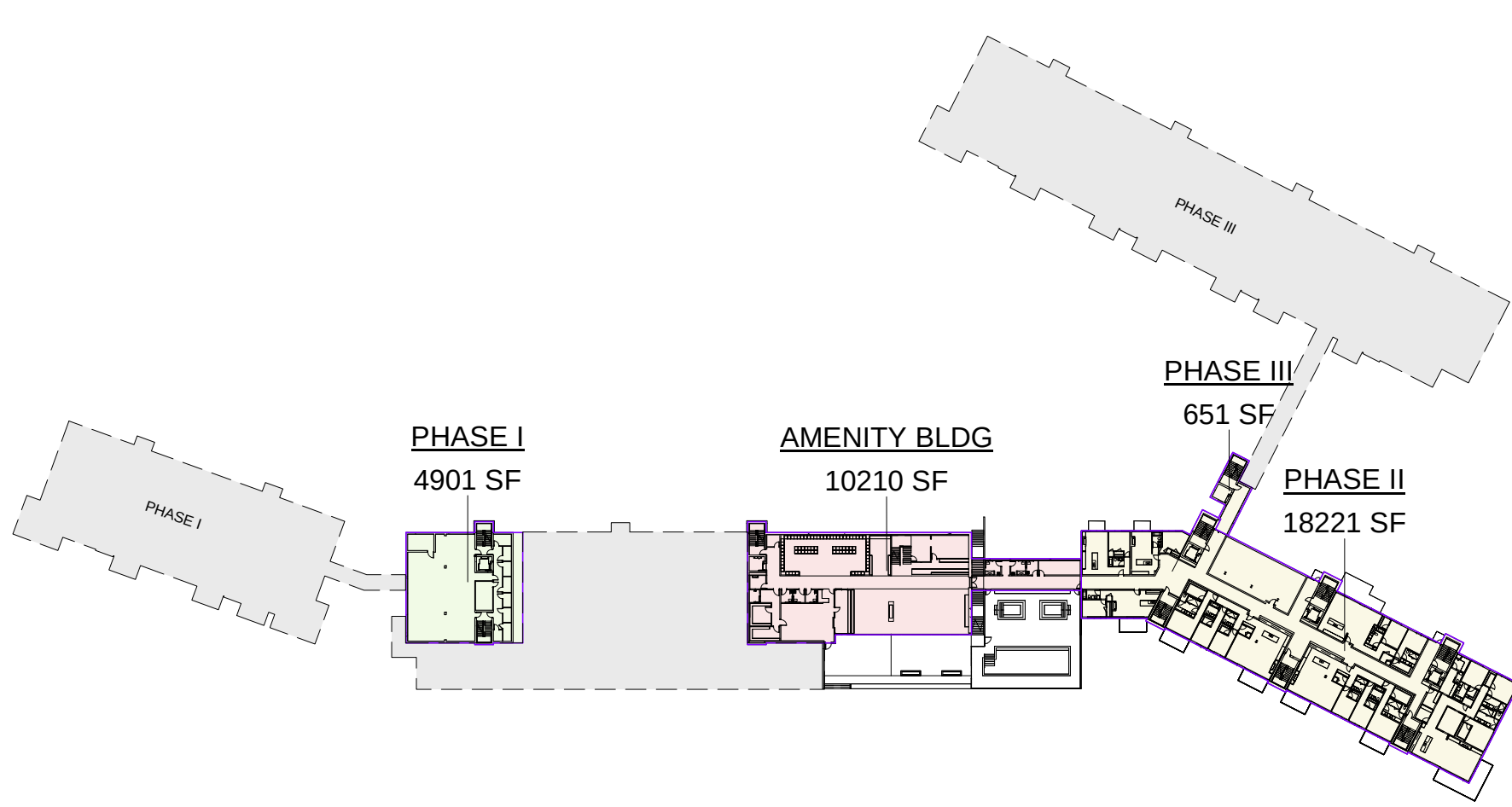
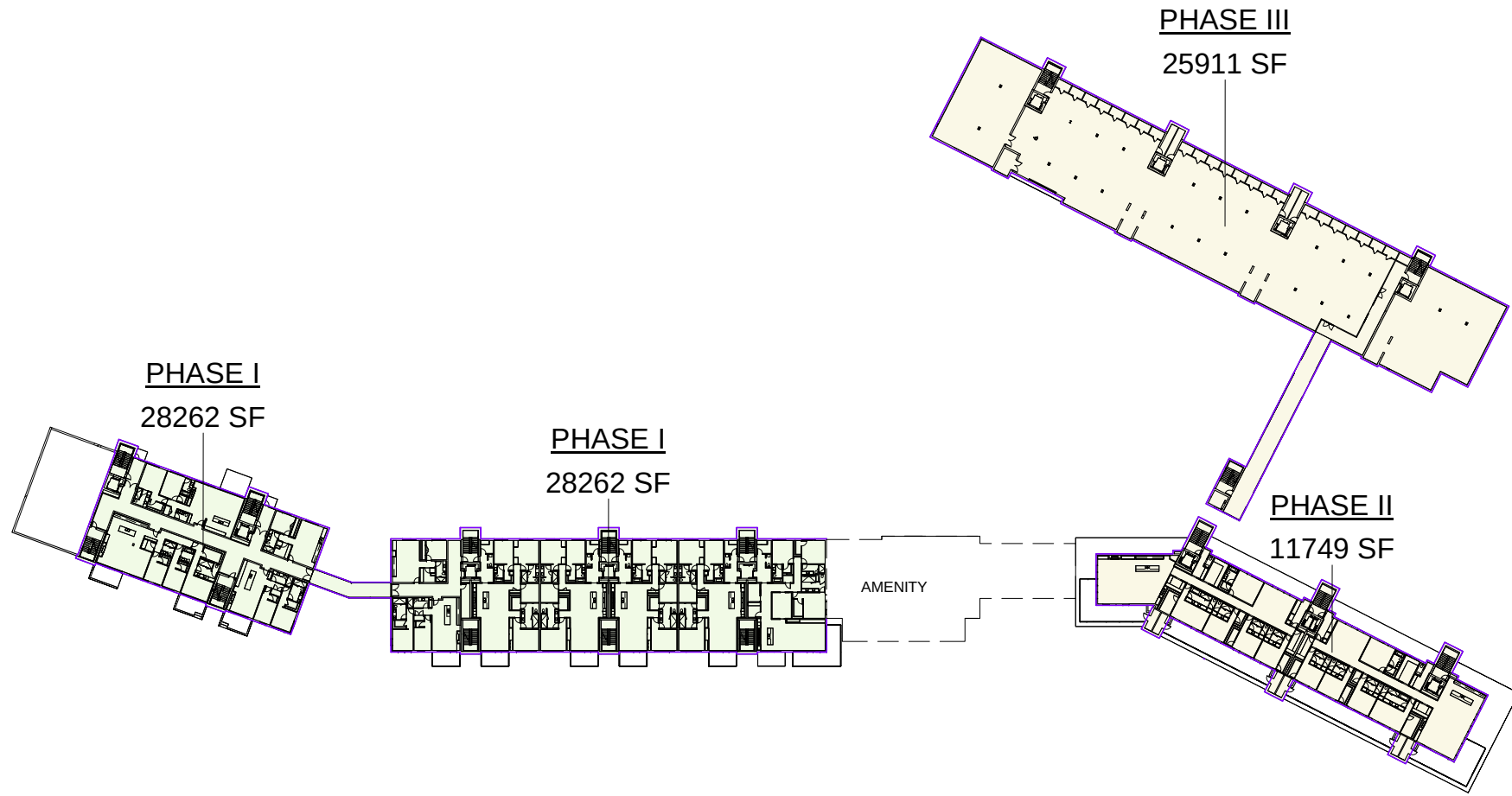
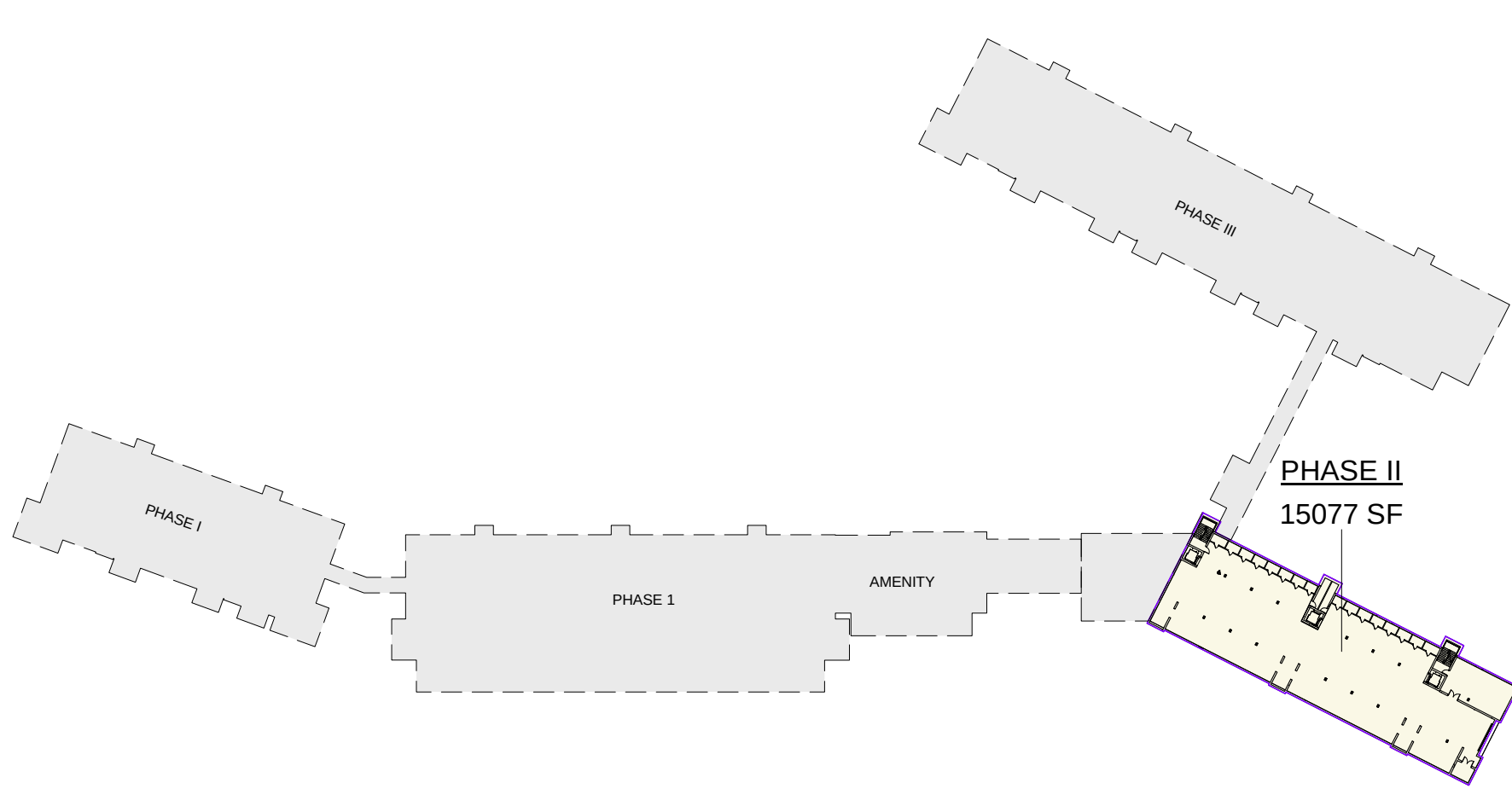
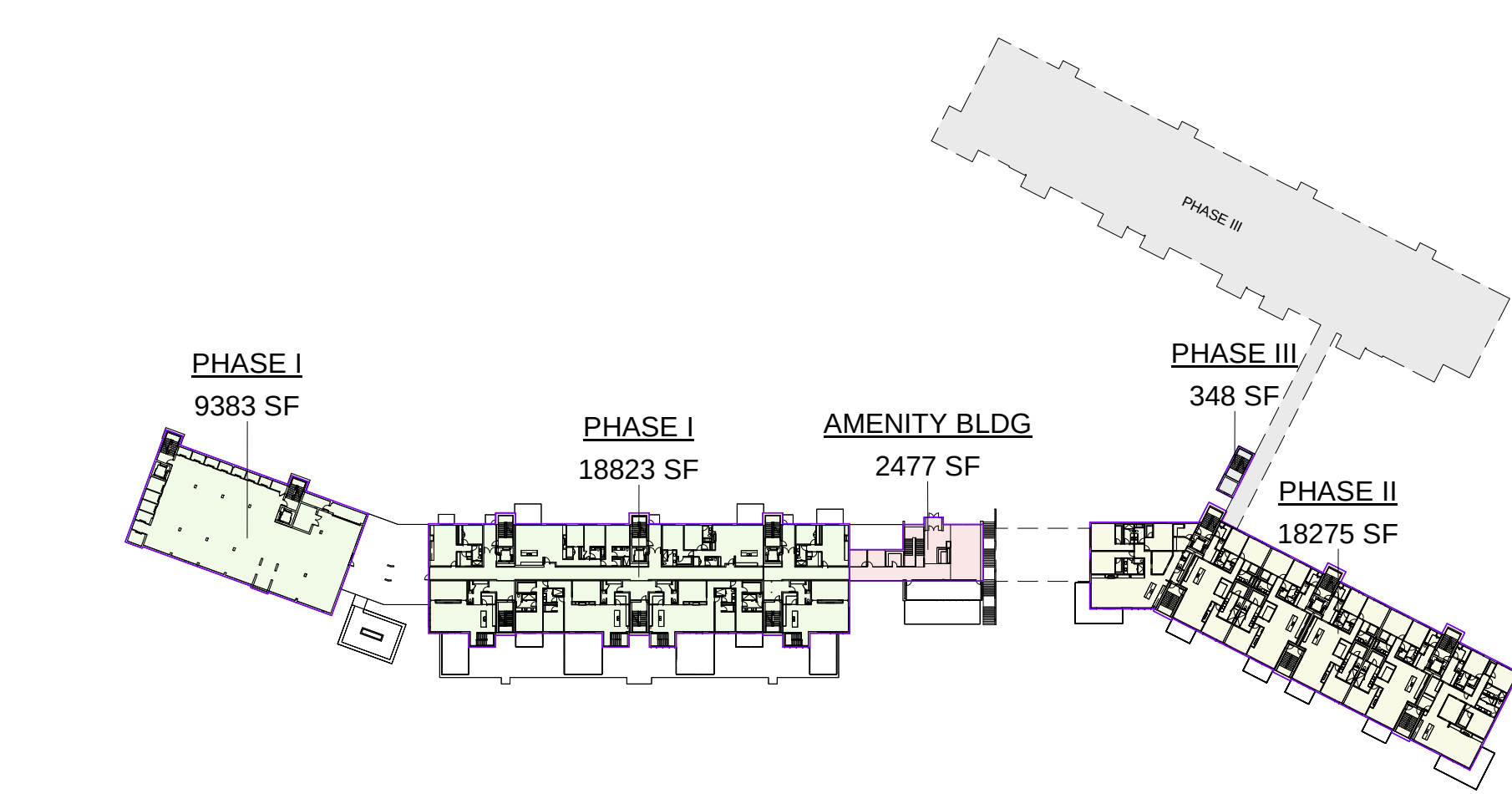
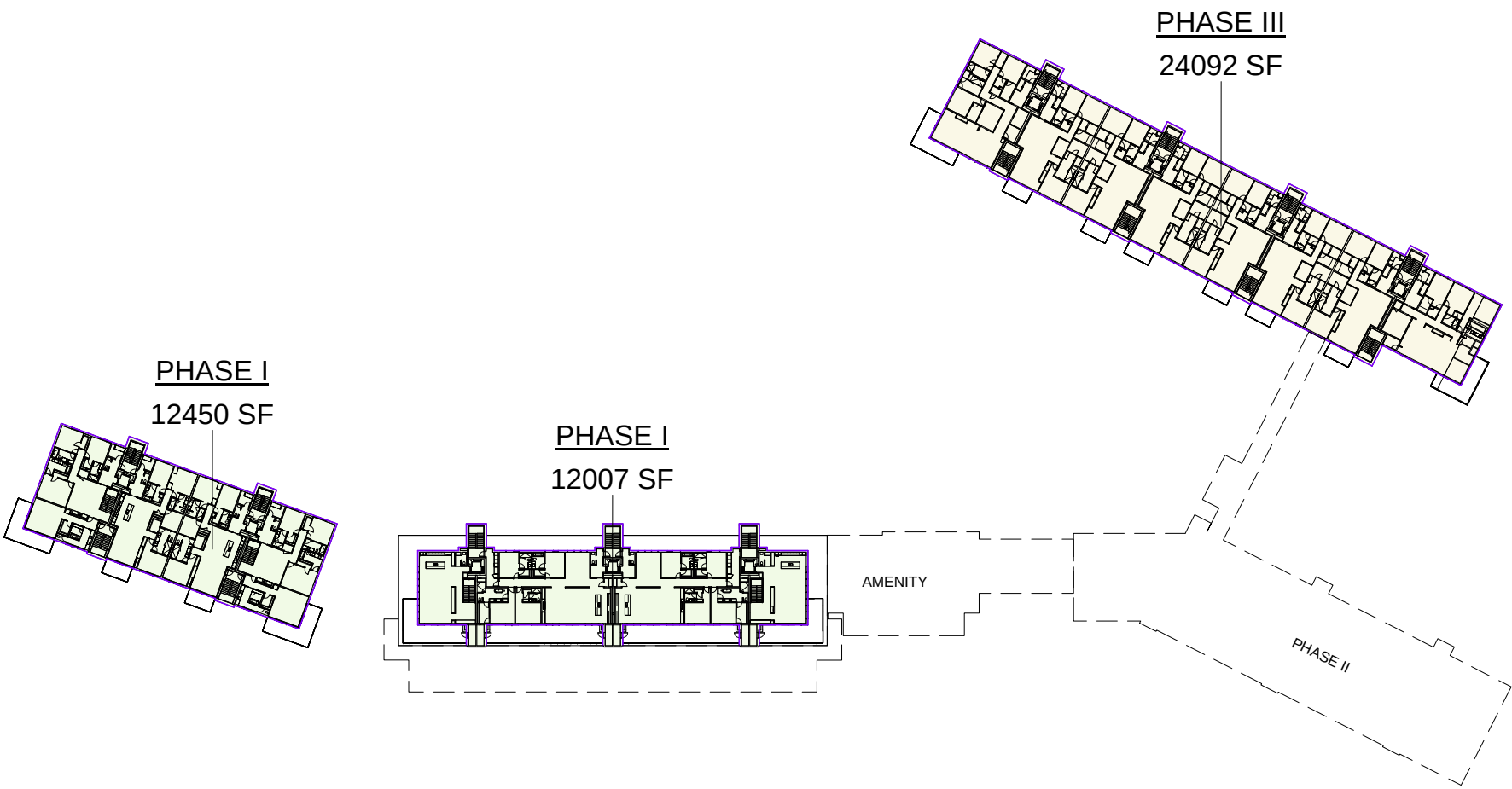
LEVEL 7
1" = 100'-0"

PHASE III
15911 SF

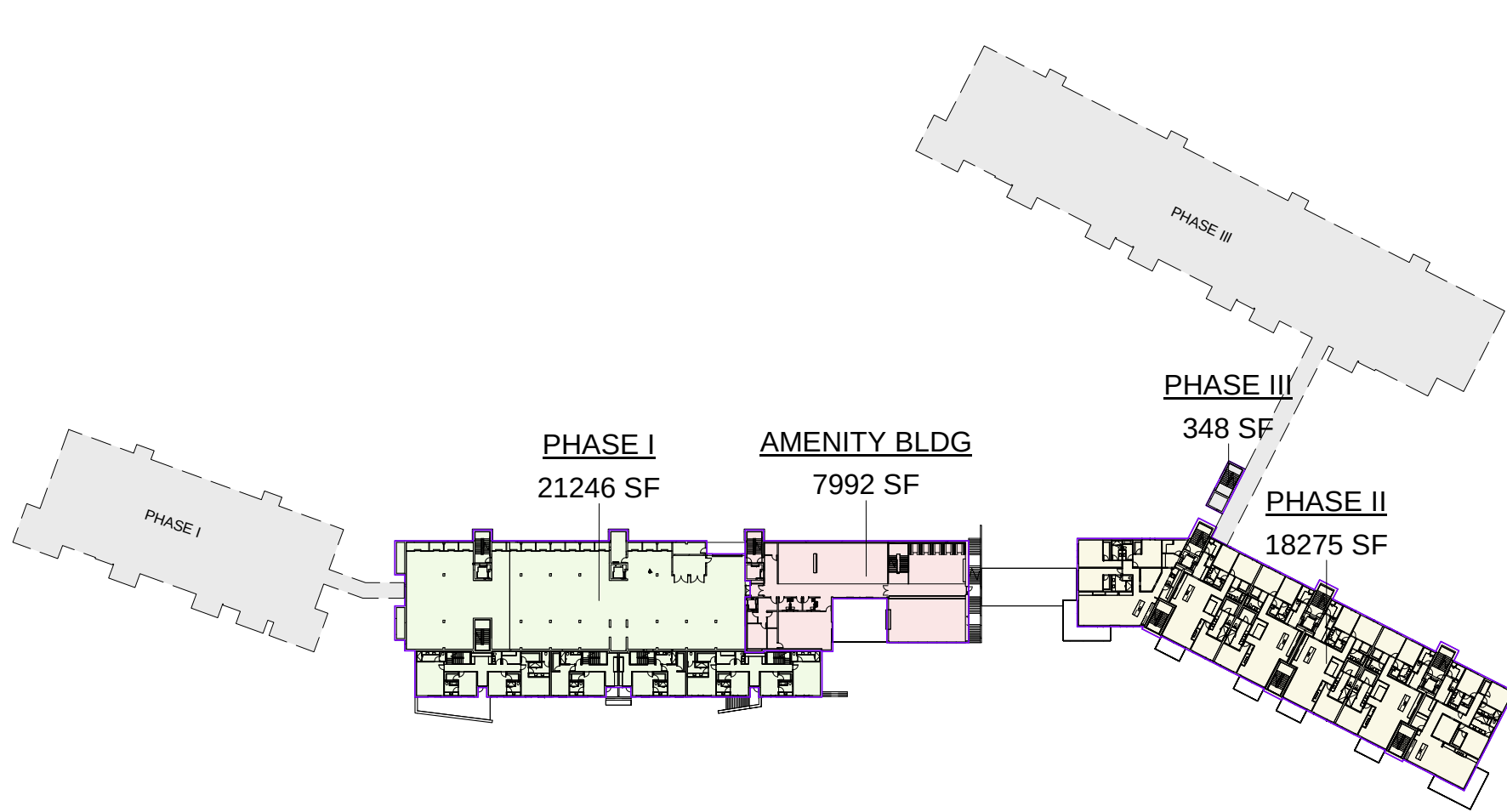
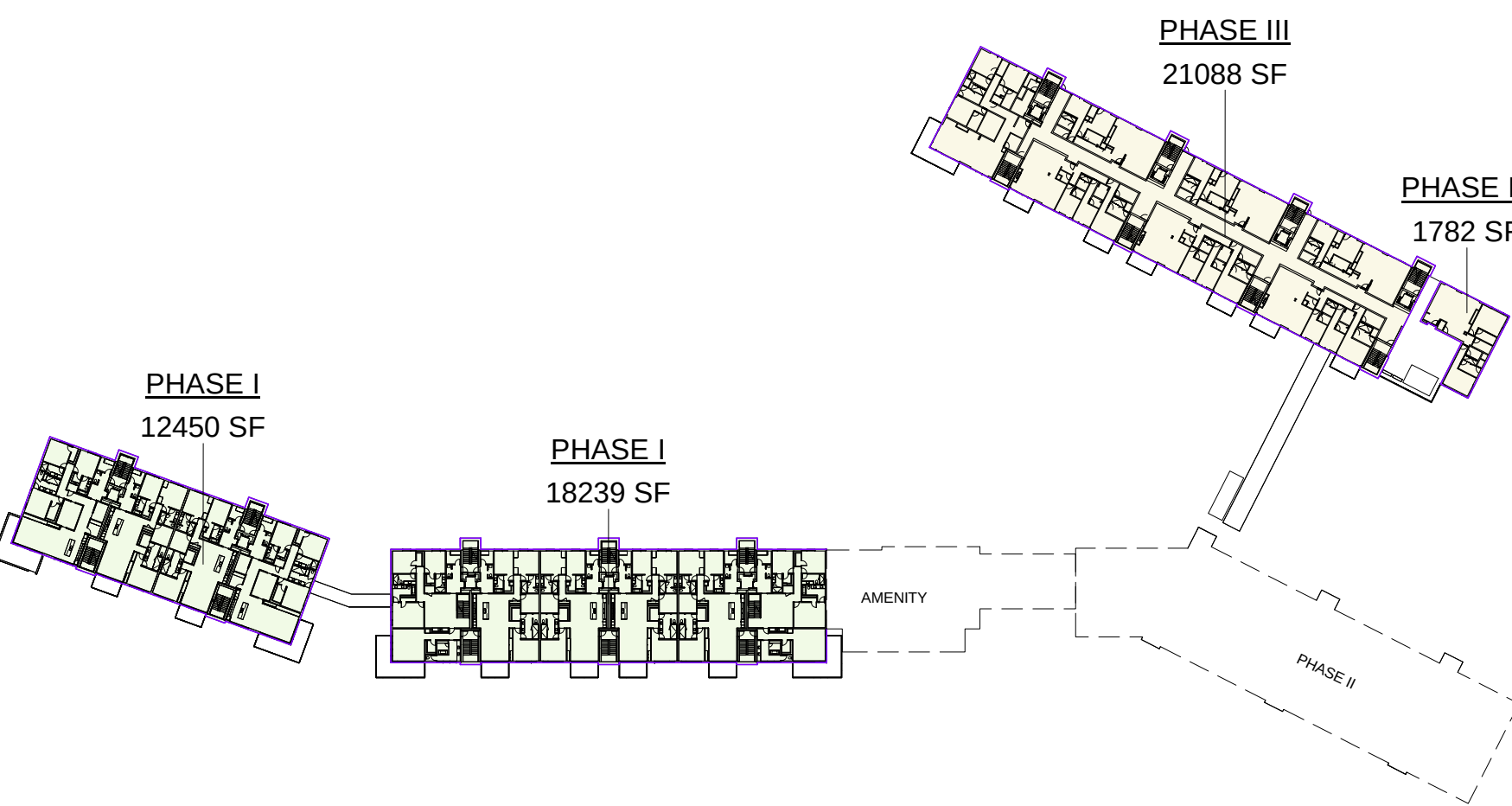
LEVEL 8
1" = 100'-0"

LEGEND

- AMENITY BLDG
- PHASE I
- PHASE II
- PHASE III



LEVEL 4
1" = 100'-0"



FOUNDERS PLACE

GROSS BUILDING AREA CALCULATIONS

DRAWING NO. EX - 14 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.

FOUNDERS PLACE

HOUSING UNIT SCHEDULE AND SQUARE FOOTAGE SUMMARY

DRAWING NO.
EX - 15

DATE:
11/16/21

JOB NO.
21-08

UNIT NET SQUARE FOOTAGE - ALL PHASES				
TYPE	ROOM NUMBER	LEVEL	AREA	PHASE
PHASE I				
2BR	1402	LEVEL 4	1475 SF	PHASE I
2BR	1404	LEVEL 4	1163 SF	PHASE I
2BR	2302	LEVEL 3	1678 SF	PHASE I
2BR	2304	LEVEL 3	1480 SF	PHASE I
2BR	2401	LEVEL 4	1163 SF	PHASE I
3BR - LG	1501	LEVEL 5	2740 SF	PHASE I
3BR - LG	1502	LEVEL 5	2326 SF	PHASE I
3BR - LG	1503	LEVEL 5	2326 SF	PHASE I
3BR - LG	1504	LEVEL 5	2740 SF	PHASE I
3BR - LG	1602	LEVEL 6	2326 SF	PHASE I
3BR - LG	1603	LEVEL 6	2326 SF	PHASE I
3BR - LG	2402	LEVEL 4	2326 SF	PHASE I
3BR - LG	2403	LEVEL 4	2326 SF	PHASE I
3BR - LG	2404	LEVEL 4	2326 SF	PHASE I
3BR - LG	2405	LEVEL 4	2326 SF	PHASE I
3BR - LG	2406	LEVEL 4	2740 SF	PHASE I
3BR - LG	2502	LEVEL 5	2326 SF	PHASE I
3BR - LG	2503	LEVEL 5	2326 SF	PHASE I
3BR - LG	2504	LEVEL 5	2326 SF	PHASE I
3BR - LG	2505	LEVEL 5	2326 SF	PHASE I
3BR - SM	1403	LEVEL 4	2128 SF	PHASE I
4BR	2301	2 STORY UNIT	3336 SF	PHASE I
4BR	2303	2 STORY UNIT	3185 SF	PHASE I
4BR	2305	2 STORY UNIT	3185 SF	PHASE I
4BR	2306	2 STORY UNIT	3337 SF	PHASE I
PENTHOUSE	1701	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	1702	LEVEL 7	3308 SF	PHASE I
PENTHOUSE	1704	2 STORY UNIT	4066 SF	PHASE I
PENTHOUSE	2601	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	2603	LEVEL 6	3309 SF	PHASE I
PENTHOUSE	2604	LEVEL 6	3308 SF	PHASE I
PENTHOUSE	2606	2 STORY UNIT	4066 SF	PHASE I
			84449 SF	
PHASE II				
1 BR	3103	LEVEL 1	625 SF	PHASE II
2BR	3107	LEVEL 1	1473 SF	PHASE II
3BR - LG	3104	LEVEL 1	2132 SF	PHASE II
3BR - LG	3106	LEVEL 1	2132 SF	PHASE II
3BR - LG	3108	LEVEL 1	2742 SF	PHASE II
3BR - LG	3201	LEVEL 2	2821 SF	PHASE II
3BR - LG	3202	LEVEL 2	2327 SF	PHASE II
3BR - LG	3203	LEVEL 2	2327 SF	PHASE II
3BR - LG	3204	LEVEL 2	2327 SF	PHASE II
3BR - LG	3205	LEVEL 2	2327 SF	PHASE II
3BR - LG	3206	LEVEL 2	2737 SF	PHASE II
3BR - LG	3301	LEVEL 3	2821 SF	PHASE II
3BR - LG	3302	LEVEL 3	2327 SF	PHASE II
3BR - LG	3303	LEVEL 3	2327 SF	PHASE II
3BR - LG	3304	LEVEL 3	2327 SF	PHASE II
3BR - LG	3305	LEVEL 3	2327 SF	PHASE II
3BR - LG	3306	LEVEL 3	2737 SF	PHASE II
PENTHOUSE	3401	LEVEL 4	4685 SF	PHASE II
PENTHOUSE	3402	LEVEL 4	4572 SF	PHASE II
			48088 SF	
PHASE III				
2BR	4503	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4505	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4507	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4508	LEVEL 5 BLDG 4	1478 SF	PHASE III
3BR - LG	4501	LEVEL 5 BLDG 4	2742 SF	PHASE III
3BR - LG	4601	LEVEL 6 BLDG 4	2737 SF	PHASE III
3BR - LG	4602	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4603	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4604	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4605	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4606	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4607	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4608	LEVEL 6 BLDG 4	2844 SF	PHASE III
3BR - LG	4701	LEVEL 7 BLDG 4	2737 SF	PHASE III
3BR - LG	4702	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4703	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4704	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4705	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4706	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4707	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4708	LEVEL 7 BLDG 4	2844 SF	PHASE III
3BR - SM	4502	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4504	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4506	LEVEL 5 BLDG 4	2131 SF	PHASE III
PENTHOUSE	4801	LEVEL 8 BLDG 4	4581 SF	PHASE III
PENTHOUSE	4802	LEVEL 8 BLDG 4	3292 SF	PHASE III
PENTHOUSE	4803	LEVEL 8 BLDG 4	4654 SF	PHASE III
			66663 SF	
			199200 SF	

PHASE I UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE I		
2BR	2401	PHASE I
2BR	2304	PHASE I
2BR	2302	PHASE I
2BR	1404	PHASE I
2BR	1402	PHASE I
2BR: 5		
3BR - LG	2503	PHASE I
3BR - LG	2502	PHASE I
3BR - LG	2505	PHASE I
3BR - LG	2402	PHASE I
3BR - LG	2403	PHASE I
3BR - LG	2404	PHASE I
3BR - LG	2405	PHASE I
3BR - LG	1602	PHASE I
3BR - LG	1603	PHASE I
3BR - LG	1502	PHASE I
3BR - LG	1503	PHASE I
3BR - LG	1504	PHASE I
3BR - LG	1501	PHASE I
3BR - LG	2406	PHASE I
3BR - LG	2504	PHASE I
3BR - LG: 15		
3BR - SM		
3BR - SM	1403	PHASE I
3BR - SM: 1		
4BR	2306	PHASE I
4BR	2303	PHASE I
4BR	2301	PHASE I
4BR	2305	PHASE I
4BR: 4		
PENTHOUSE	2603	PHASE I
PENTHOUSE	2604	PHASE I
PENTHOUSE	2601	PHASE I
PENTHOUSE	1702	PHASE I
PENTHOUSE	1704	PHASE I
PENTHOUSE	1701	PHASE I
PENTHOUSE	2606	PHASE I
PENTHOUSE: 7		
PHASE I: 32		

PHASE I UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	5	15.6%
3BR - LG	15	46.9%
3BR - SM	1	3.1%
4BR	4	12.5%
PENTHOUSE	7	21.9%

OVERALL PROJECT UNIT TYPE SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	1.3%
2BR	10	12.8%
3BR - LG	47	60.3%
3BR - SM	4	5.1%
4BR	4	5.1%
PENTHOUSE	12	15.4%

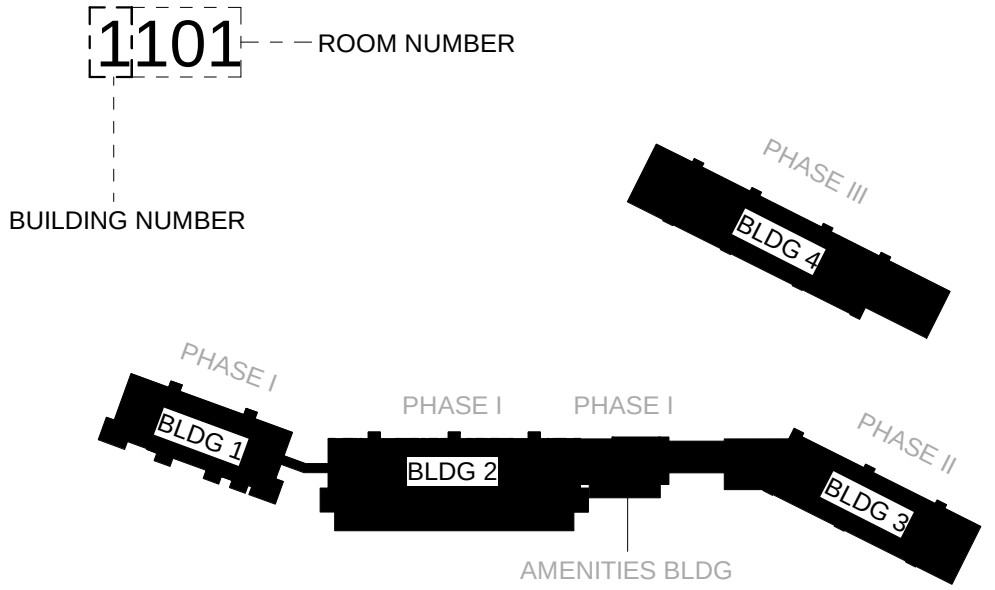
PHASE II UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE II		
1 BR	3103	PHASE II
1 BR: 1		
2BR		
2BR	3107	PHASE II
2BR: 1		
3BR - LG	3206	PHASE II
3BR - LG	3204	PHASE II
3BR - LG	3202	PHASE II
3BR - LG	3306	PHASE II
3BR - LG	3305	PHASE II
3BR - LG	3304	PHASE II
3BR - LG	3303	PHASE II
3BR - LG	3302	PHASE II
3BR - LG	3201	PHASE II
3BR - LG	3301	PHASE II
3BR - LG	3108	PHASE II
3BR - LG	3106	PHASE II
3BR - LG	3203	PHASE II
3BR - LG	3205	PHASE II
3BR - LG	3104	PHASE II
3BR - LG: 15		
PENTHOUSE	3401	PHASE II
PENTHOUSE	3402	PHASE II
PENTHOUSE: 2		
PHASE II: 19		

PHASE II UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	5.3%
2BR	1	5.3%
3BR - LG	15	78.9%
PENTHOUSE	2	10.5%

PHASE III UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE III		
2BR	4508	PHASE III
2BR	4507	PHASE III
2BR	4505	PHASE III
2BR	4503	PHASE III
2BR: 4		
3BR - LG	4705	PHASE III
3BR - LG	4704	PHASE III
3BR - LG	4707	PHASE III
3BR - LG	4706	PHASE III
3BR - LG	4702	PHASE III
3BR - LG	4601	PHASE III
3BR - LG	4602	PHASE III
3BR - LG	4603	PHASE III
3BR - LG	4604	PHASE III
3BR - LG	4607	PHASE III
3BR - LG	4605	PHASE III
3BR - LG	4606	PHASE III
3BR - LG	4501	PHASE III
3BR - LG	4608	PHASE III
3BR - LG	4703	PHASE III
3BR - LG	4701	PHASE III
3BR - LG	4708	PHASE III
3BR - LG: 17		
3BR - SM		
3BR - SM	4506	PHASE III
3BR - SM	4504	PHASE III
3BR - SM	4502	PHASE III
3BR - SM: 3		
PENTHOUSE	4802	PHASE III
PENTHOUSE	4801	PHASE III
PENTHOUSE	4803	PHASE III
PENTHOUSE: 3		
PHASE III: 27		

PHASE III UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	4	14.8%
3BR - LG	17	63.0%
3BR - SM	3	11.1%
PENTHOUSE	3	11.1%

ROOM NUMBER LEGEND



east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115

www.sparanomooney.com

T 801.746.0234 F 801.746.0233

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

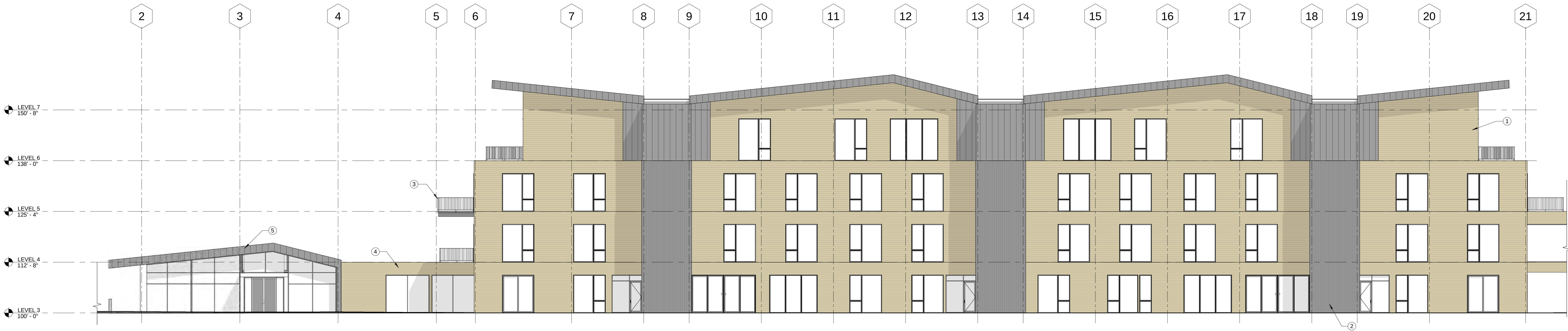
SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A201
ISSUE	50% DD	
DATE	NOVEMBER 10, 2021	

KEYNOTE LEGEND

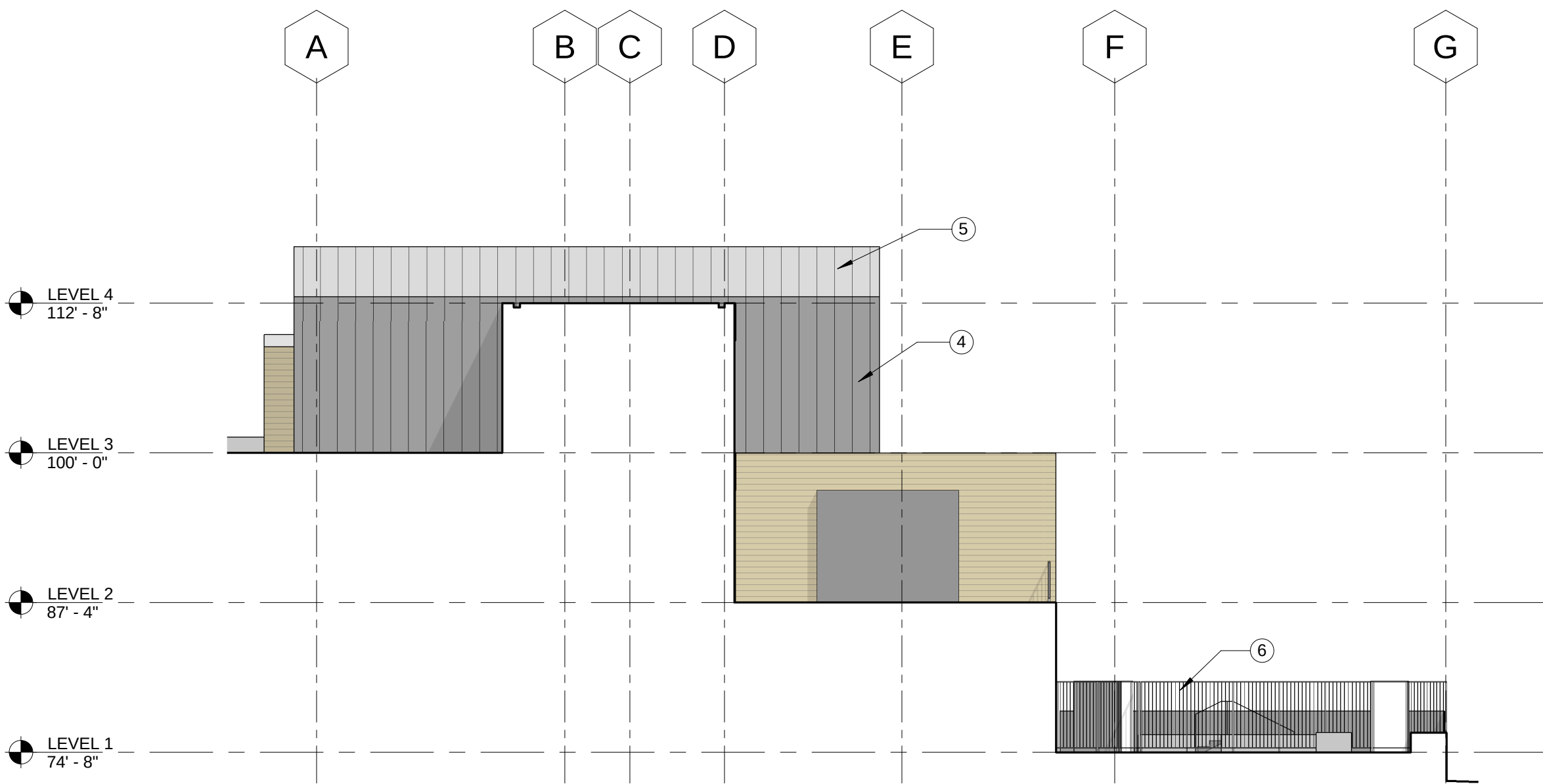
- 1
- 2 CONCRETE PANEL SIDING.
- 3 PREFINISHED METAL RAILING.
- 4 HORIZONTAL WOOD SIDING.
- 5 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
- 6 PREFINISHED METAL POOL FENCING.

GENERAL NOTES

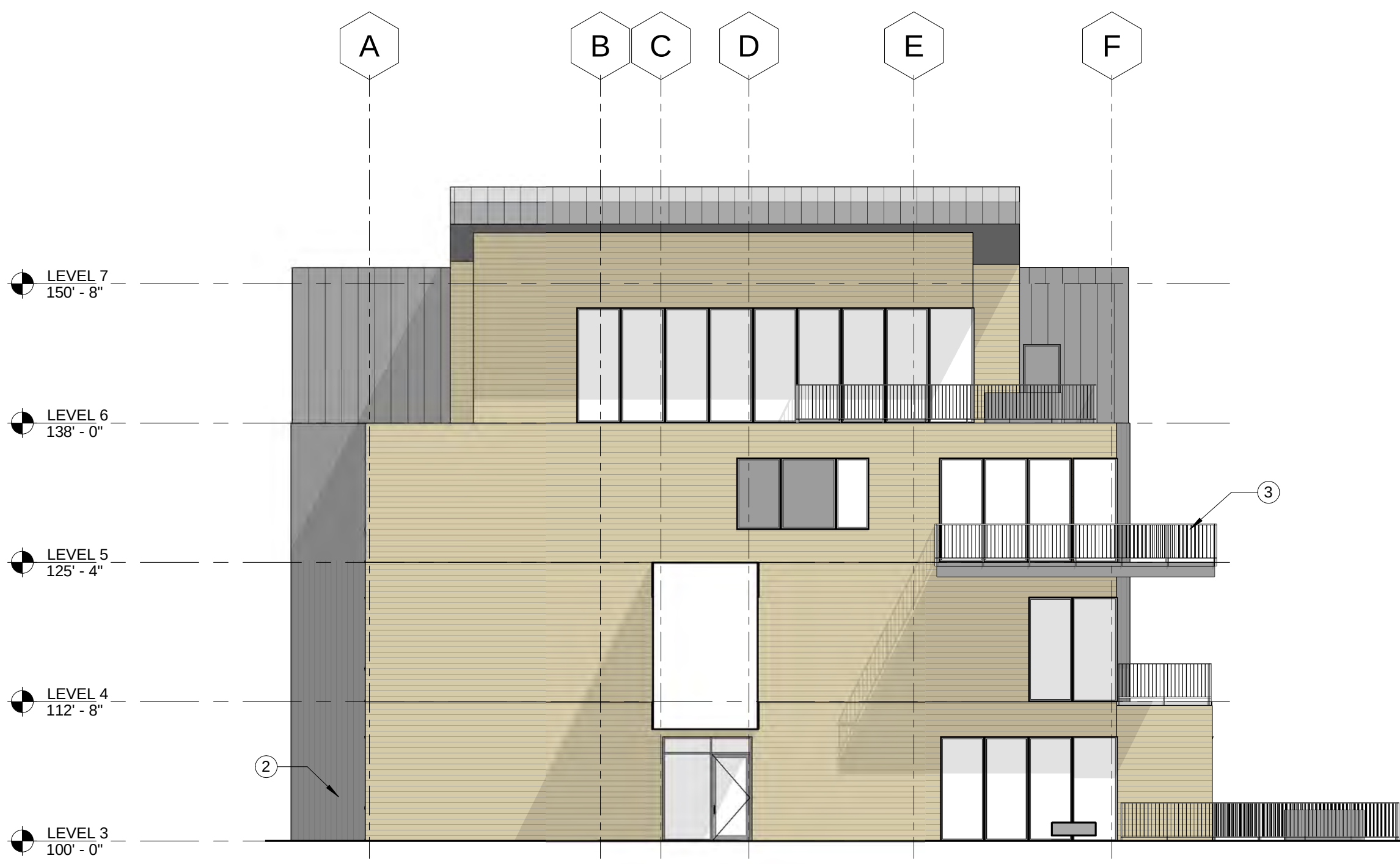
A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



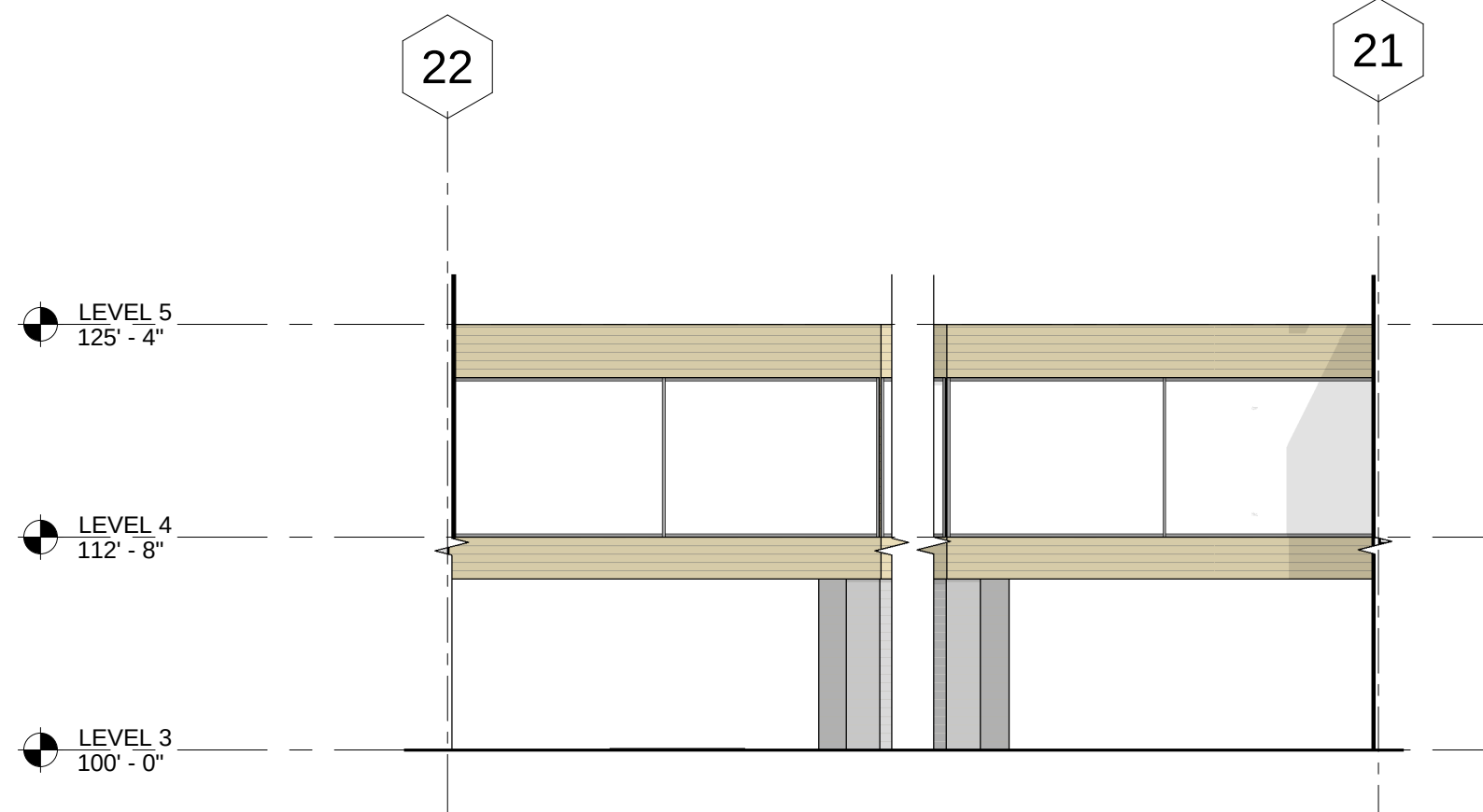
1 BUILDIGN 2 - NORTH ELEVATION
3/32" = 1'-0"



5 AMENITY - WEST ELEVATION
3/32" = 1'-0"

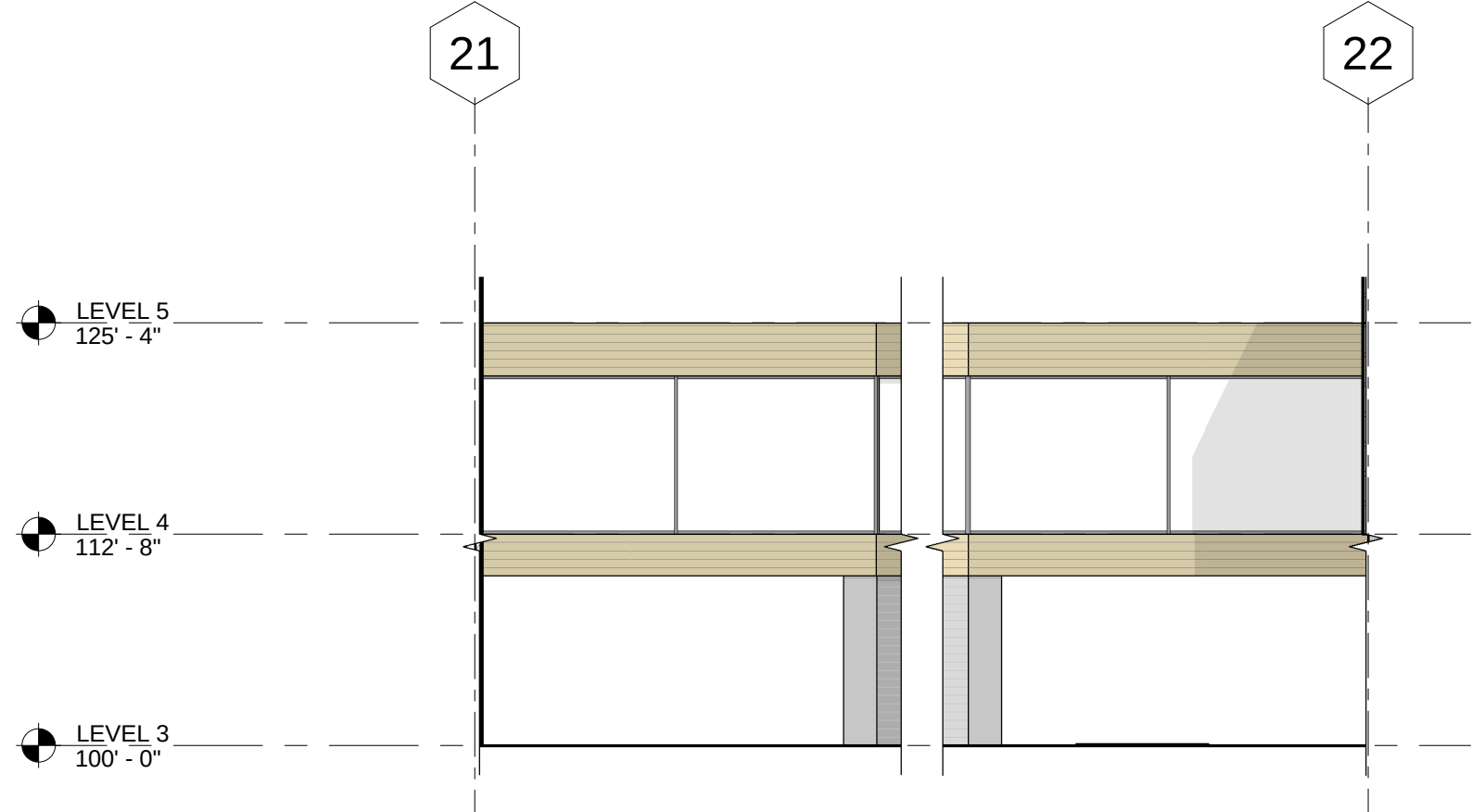


4 BUILDING 2 - WEST ELEVATION
3/32" = 1'-0"



3 BRIDGE - SOUTH ELEVATION A
3/32" = 1'-0"

2 BRIDGE - SOUTH ELEVATION B
3/32" = 1'-0"



7 BRIDGE - NORTH ELEVATION A
3/32" = 1'-0"

6 BRIDGE - NORTH ELEVATION B
3/32" = 1'-0"

ELEVATION 1

DRAWING NO. DATE:
EX - 16 11/16/21

SPARANO+MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SMA'S WRITTEN PERMISSION & CONSENT.

KEYNOTE LEGEND

- 1 HORIZONTAL WOOD SIDING.
- 2 PREFINISHED METAL RAILING.
- 3 BOARD FORM CONCRETE.
- 4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
- 5 PREFINISHED METAL POOL FENCING.

GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

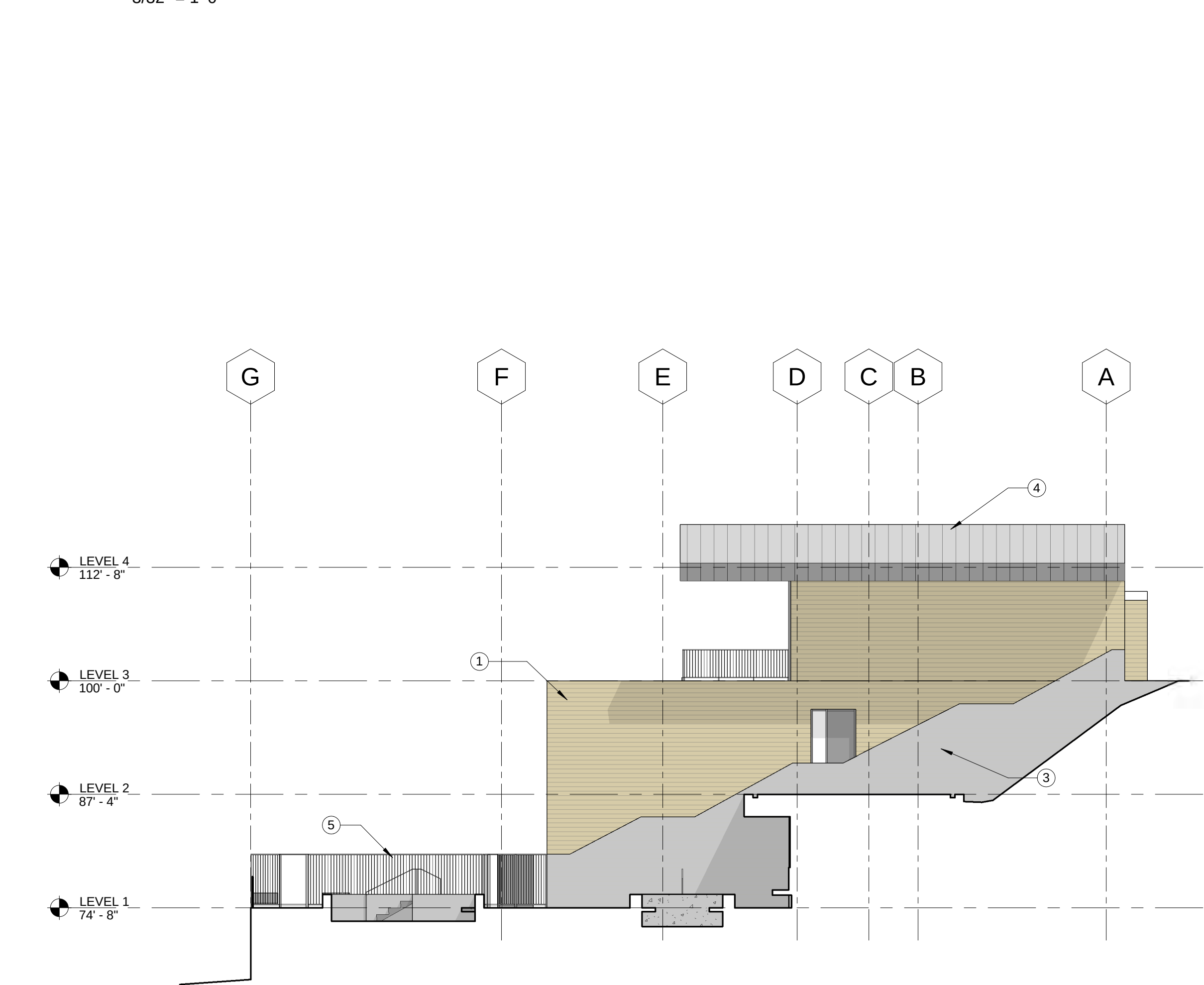
east west partners

FOUNDERS PLACE

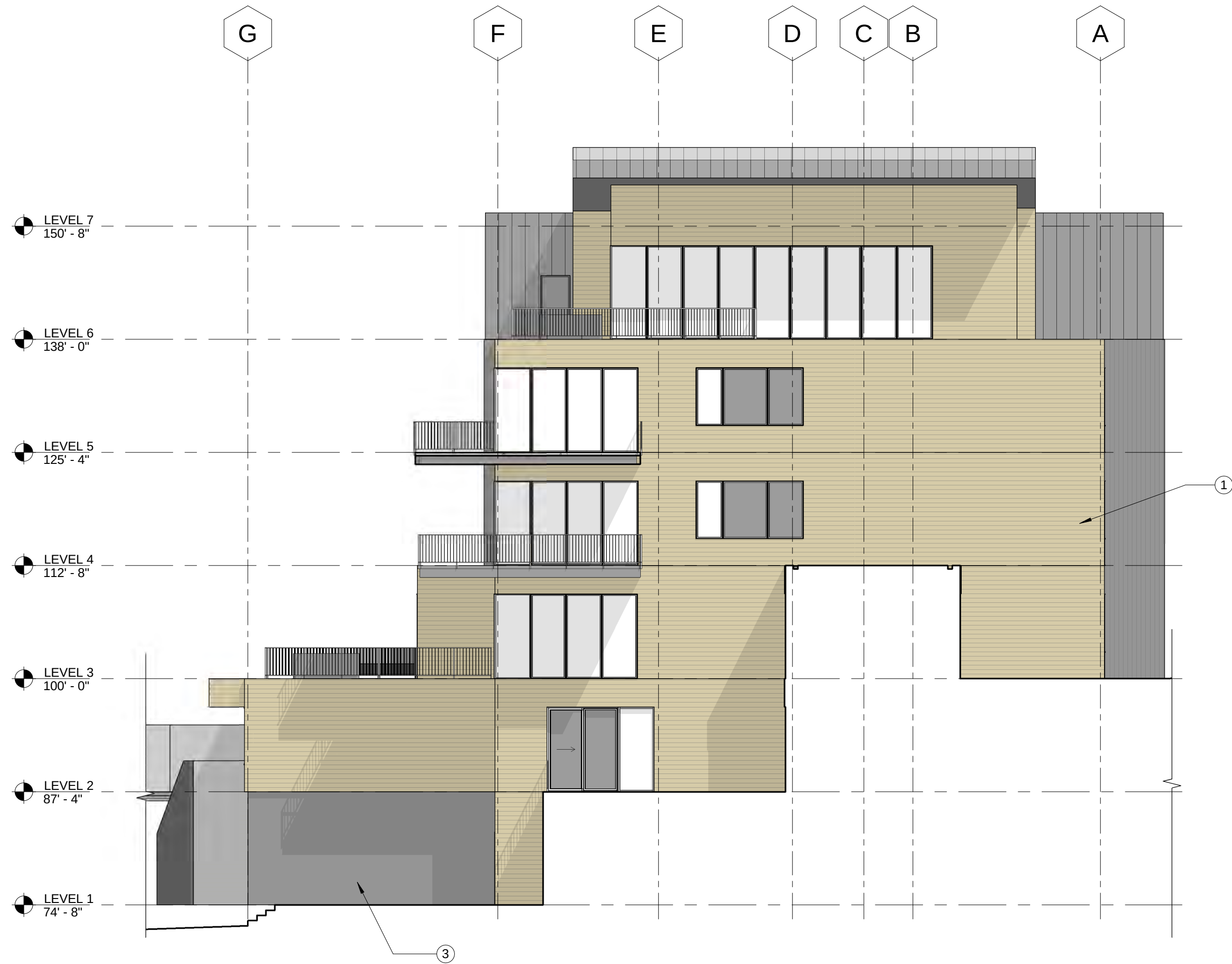
3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060



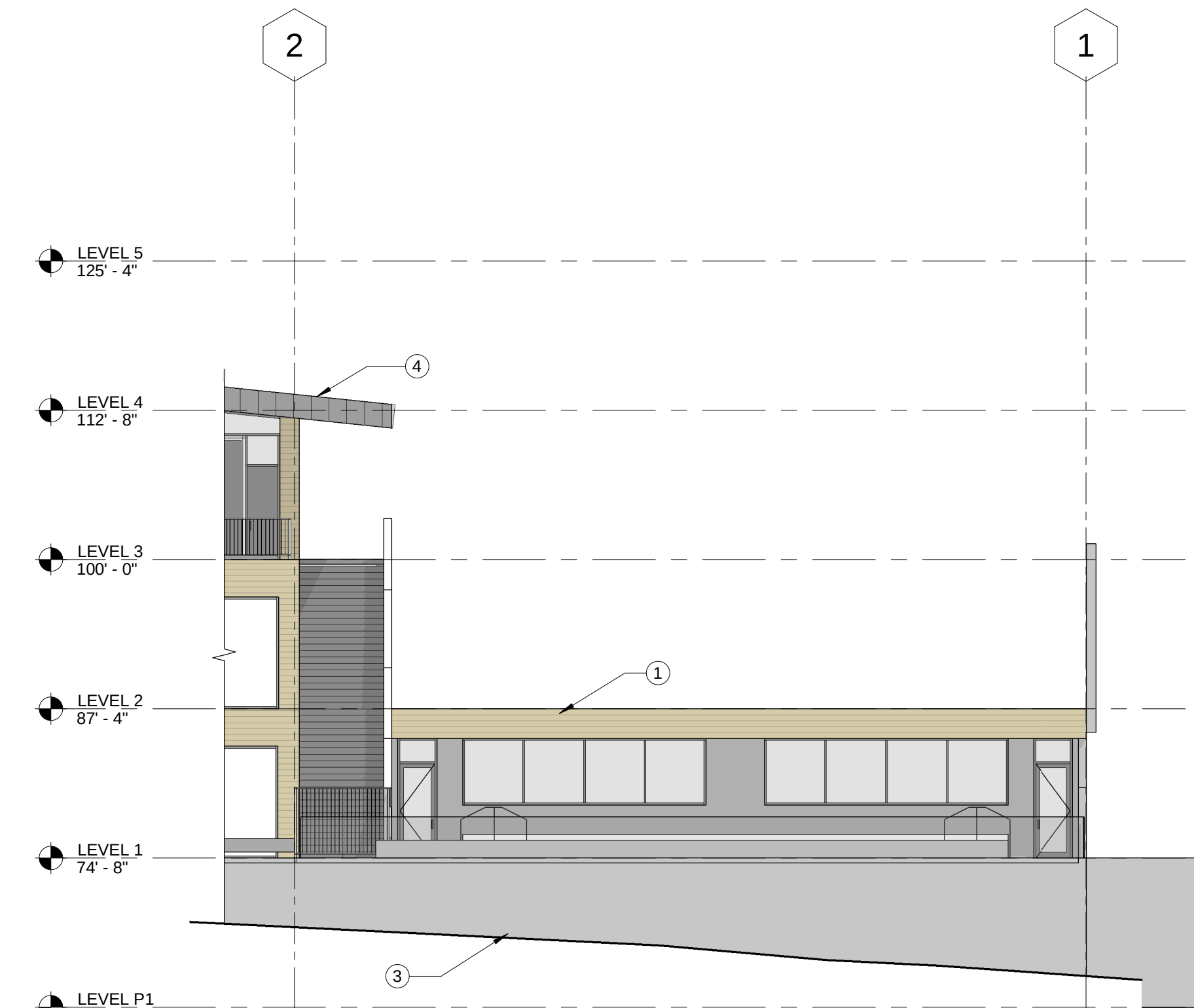
1 BUILDING 2 - SOUTH ELEVATION
3/32" = 1'-0"



4 AMENITY - EAST ELEVATION
3/32" = 1'-0"



3 BUILDING 2 - EAST ELEVATION
3/32" = 1'-0"



2 AMENITY - SOUTH POOL DECK AREA ELEVATION
3/32" = 1'-0"

CONSULTANT

SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	50% DD
DATE	NOVEMBER 10, 2021

SHEET NO.

A202

SPARANO+MOONEY (SMA) RESERVES ITS COUNCIL LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SMA'S WRITTEN PERMISSION & CONSENT.

KEYNOTE LEGEND

- 1 <varies>
2 PREFINISHED METAL RAILING.
3 BOARD FORM CONCRETE.
4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
5 CONCRETE PANEL SIDING.

GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT.
SCALE REDUCED ACCORDINGLY

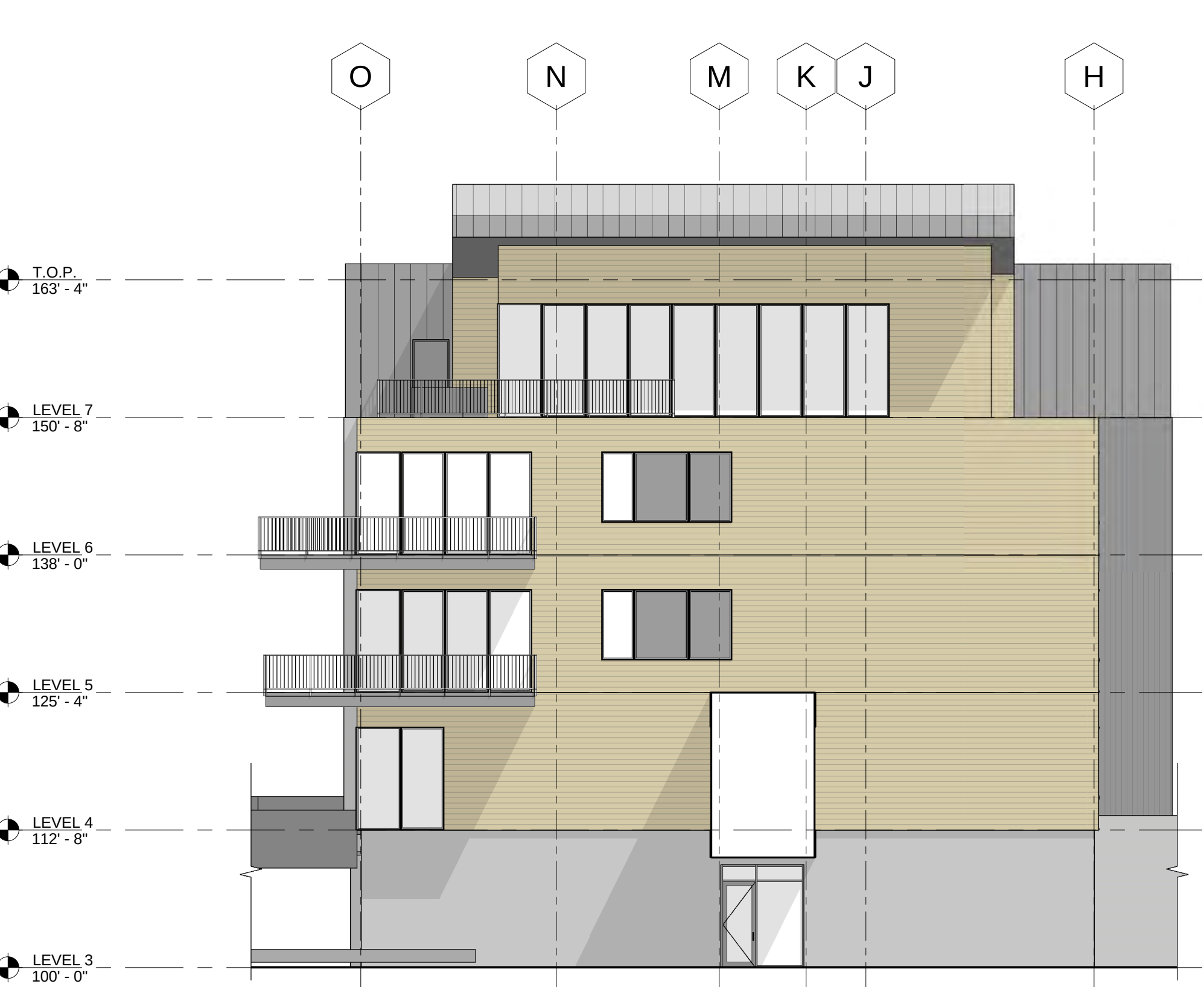
KEY PLAN

REVISION SCHEDULE

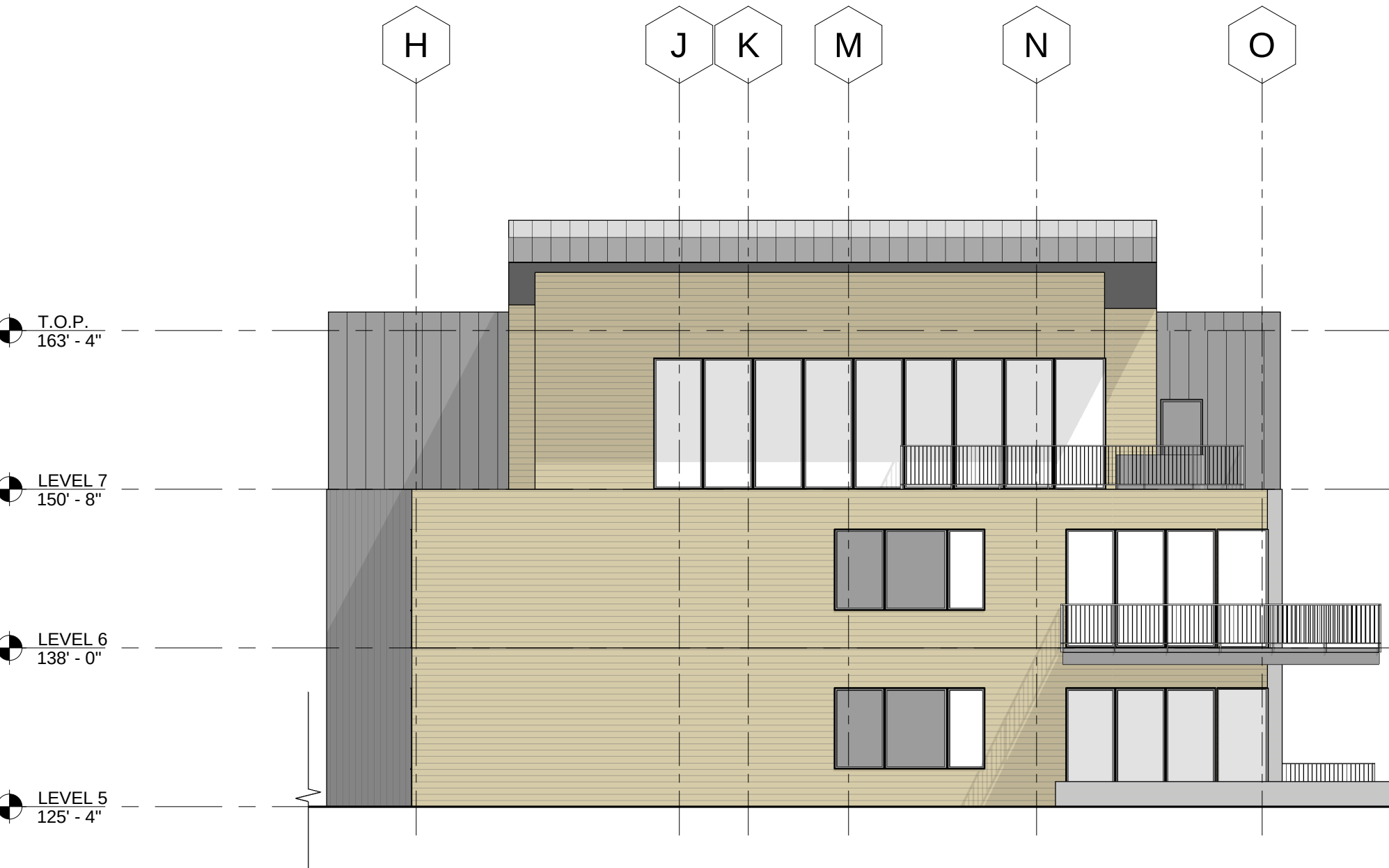
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A203
ISSUE	50% DD	
DATE	NOVEMBER 10, 2021	



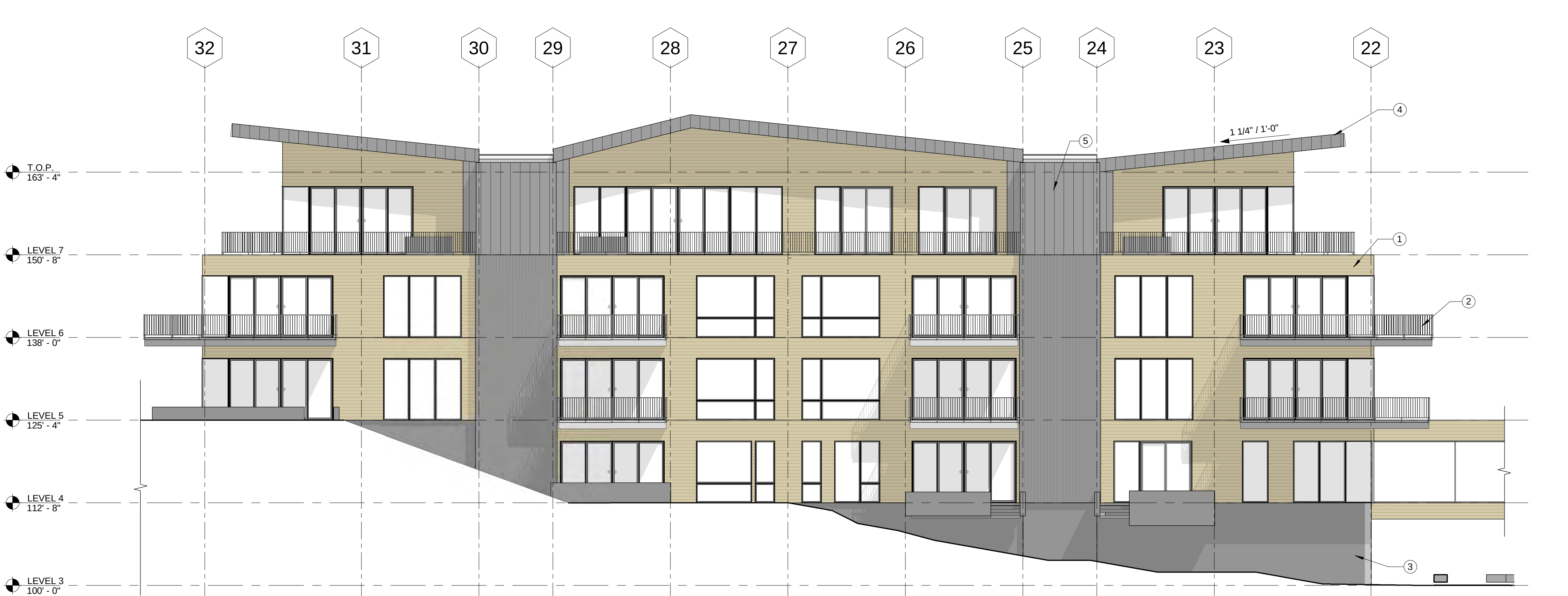
2 BUILDING 1 - EAST ELEVATION
3/32" = 1'-0"



4 BUILDING 1 - WEST ELEVATION
3/32" = 1'-0"



1 BUILDING 1 - NORTH ELEVATION
3/32" = 1'-0"



3 BUILDING 1 - SOUTH ELEVATION
3/32" = 1'-0"

ELEVATION 4

DRAWING NO. DATE:

EX - 19

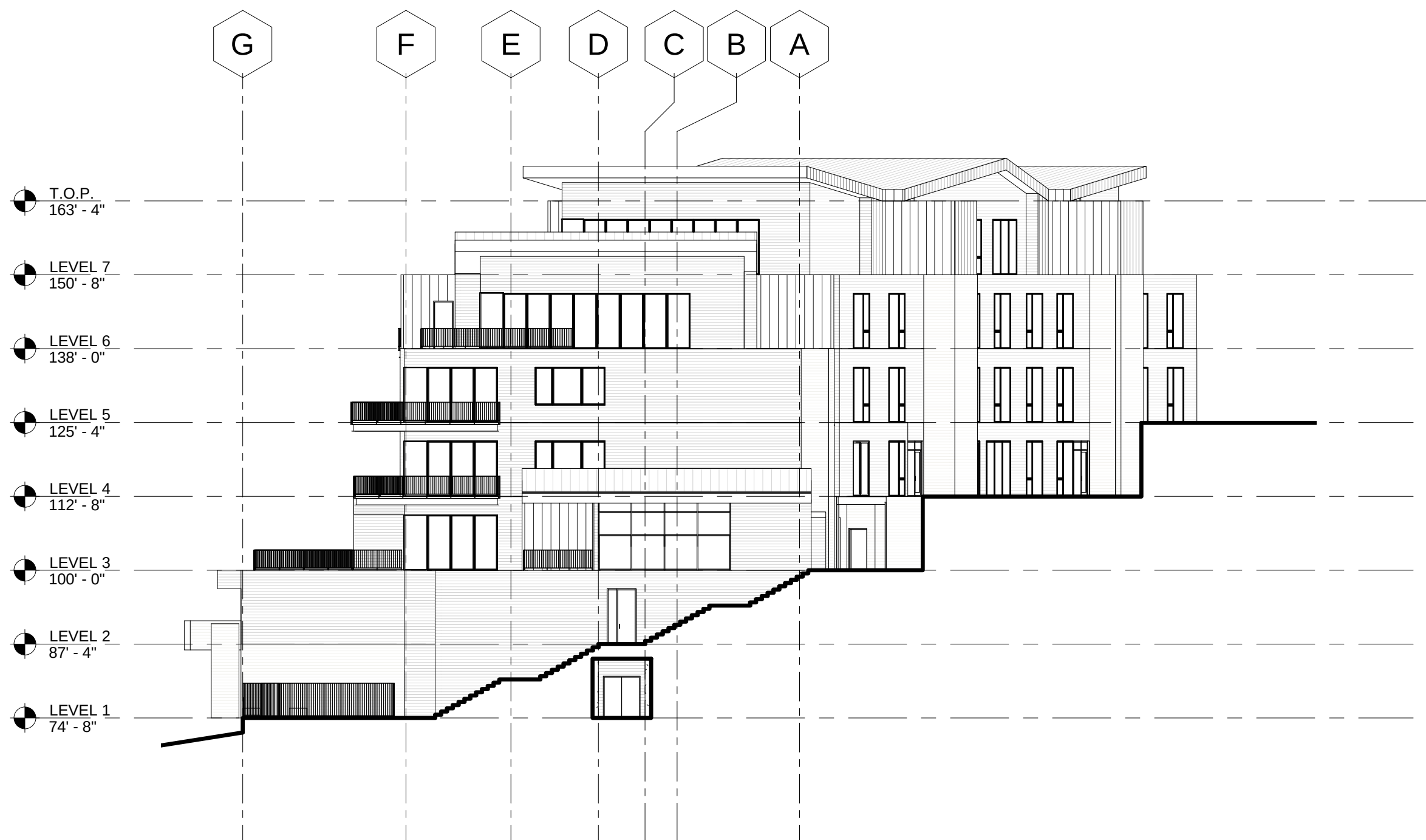
11/16/21



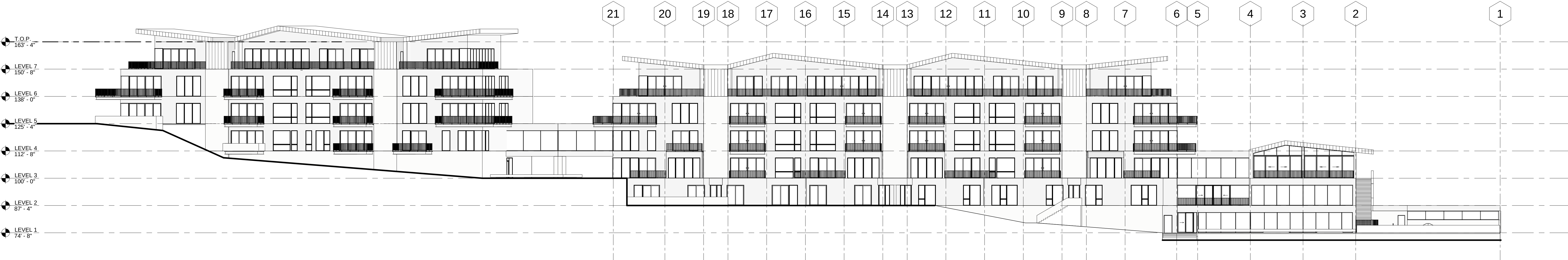
① OVERALL REFERENCE EXTERIOR ELEVATION - NORTH
1" = 20'-0"



② OVERALL REFERENCE EXTERIOR ELEVATION - WEST
1" = 20'-0"



④ OVERALL REFERENCE EXTERIOR ELEVATION - EAST
1" = 20'-0"



③ OVERALL REFERENCE EXTERIOR ELEVATION - SOUTH
1" = 20'-0"

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

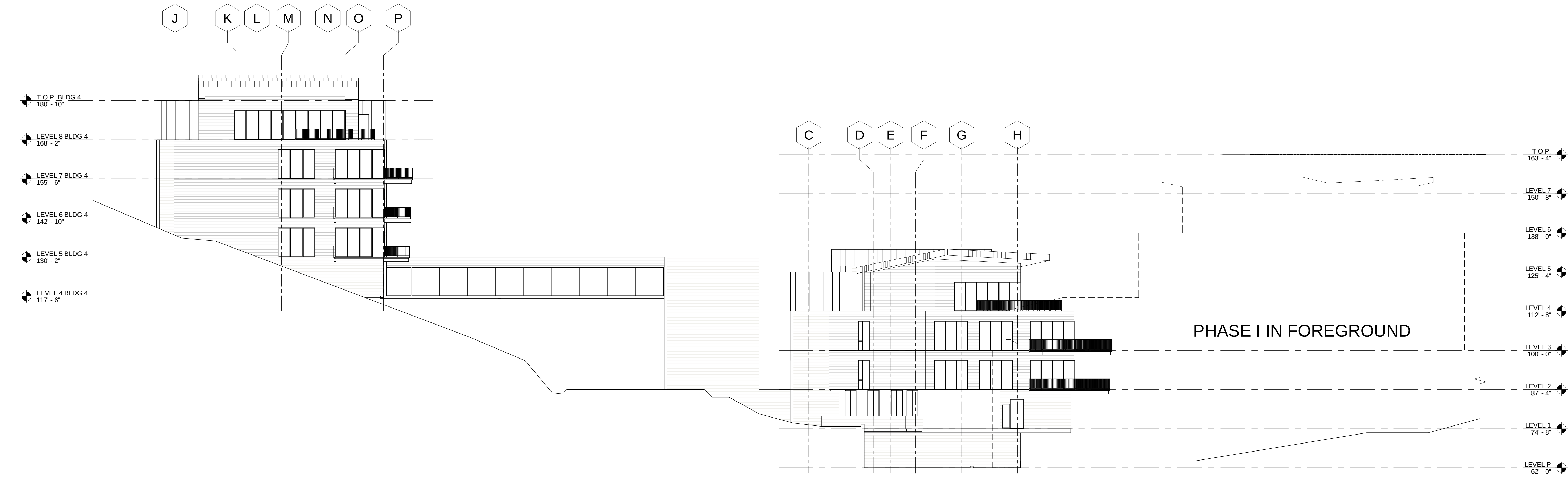
OVERALL REFERENCE
EXTERIOR ELEVATIONS

SCALE	1" = 20'-0"	SHEET NO.
JOB NO.	21-08	A200R
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

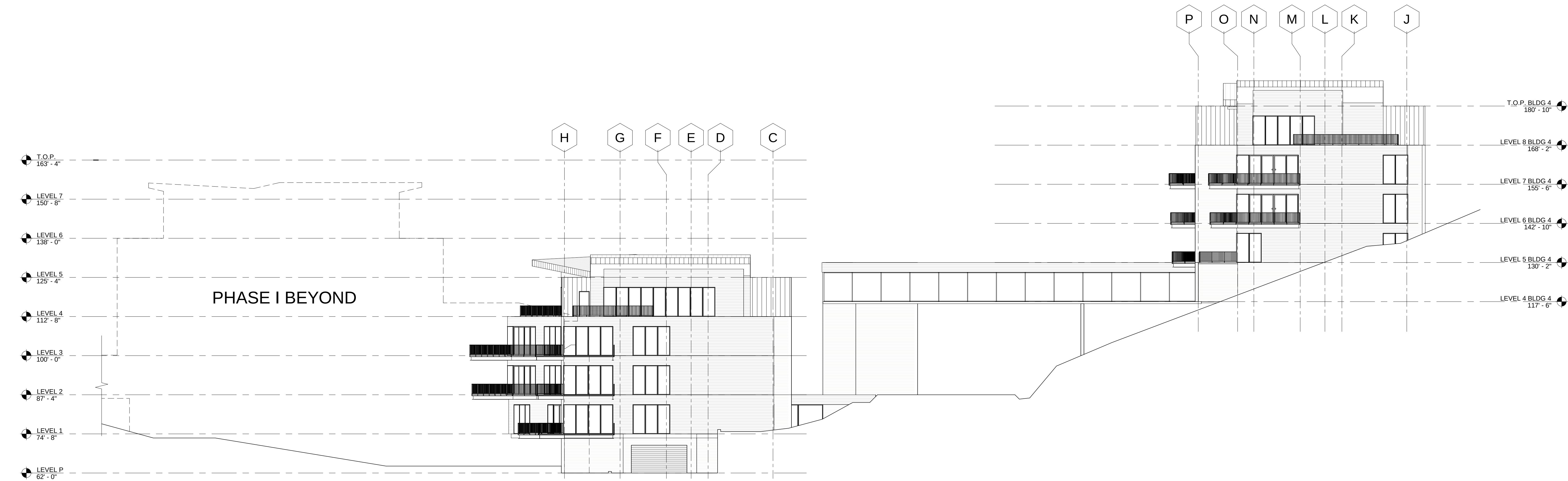
SPARANO+MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SMA'S WRITTEN PERMISSION & CONSENT.

NO	DATE	DESCRIPTION

SCALE	1/16" = 1'-0"	SHEET NO.
JOB NO.	21-08	A200R
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



2 OVERALL REFERENCE EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



1 OVERALL REFERENCE EXTERIOR ELEVATION - EAST
1/16" = 1'-0"

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

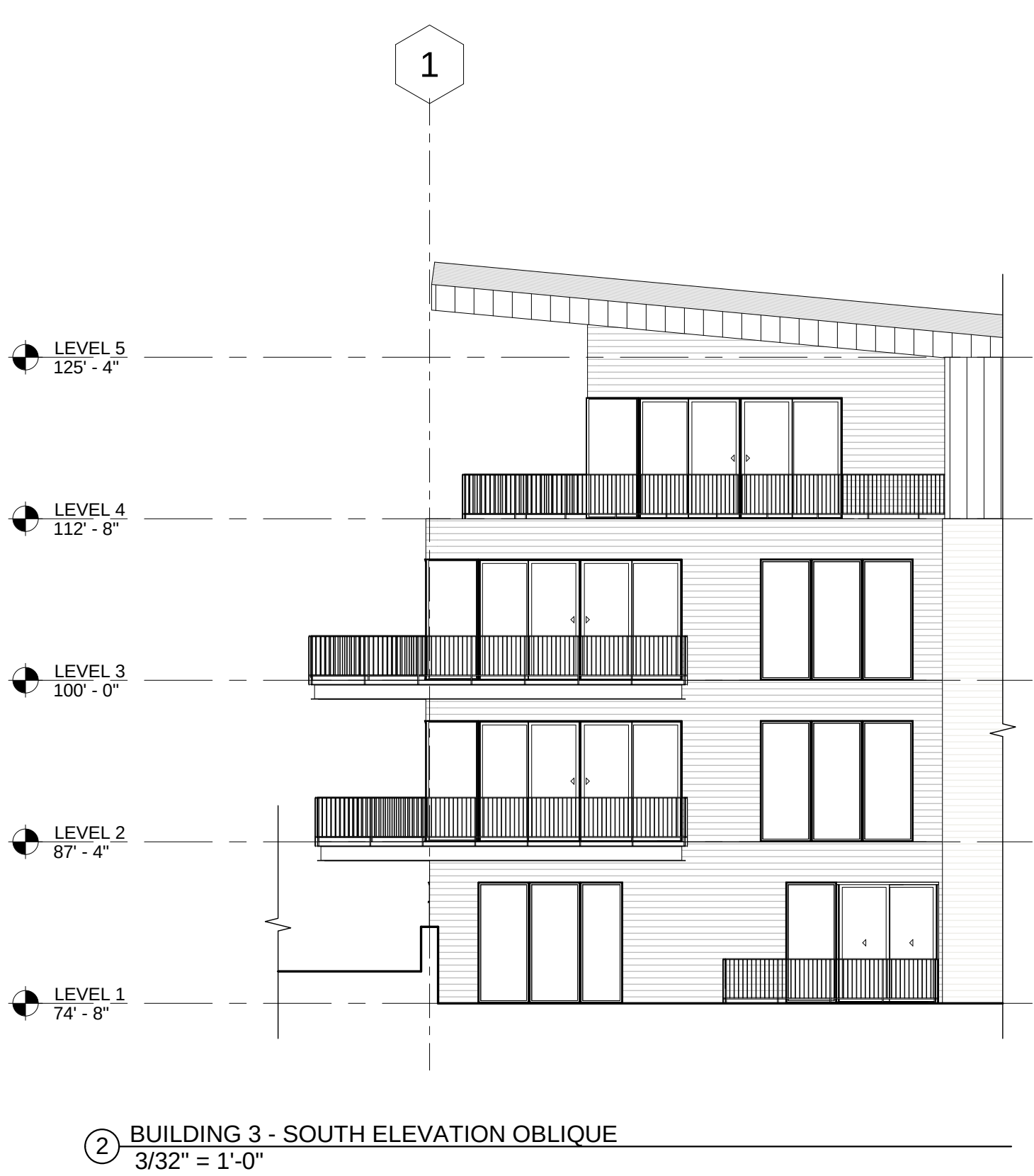
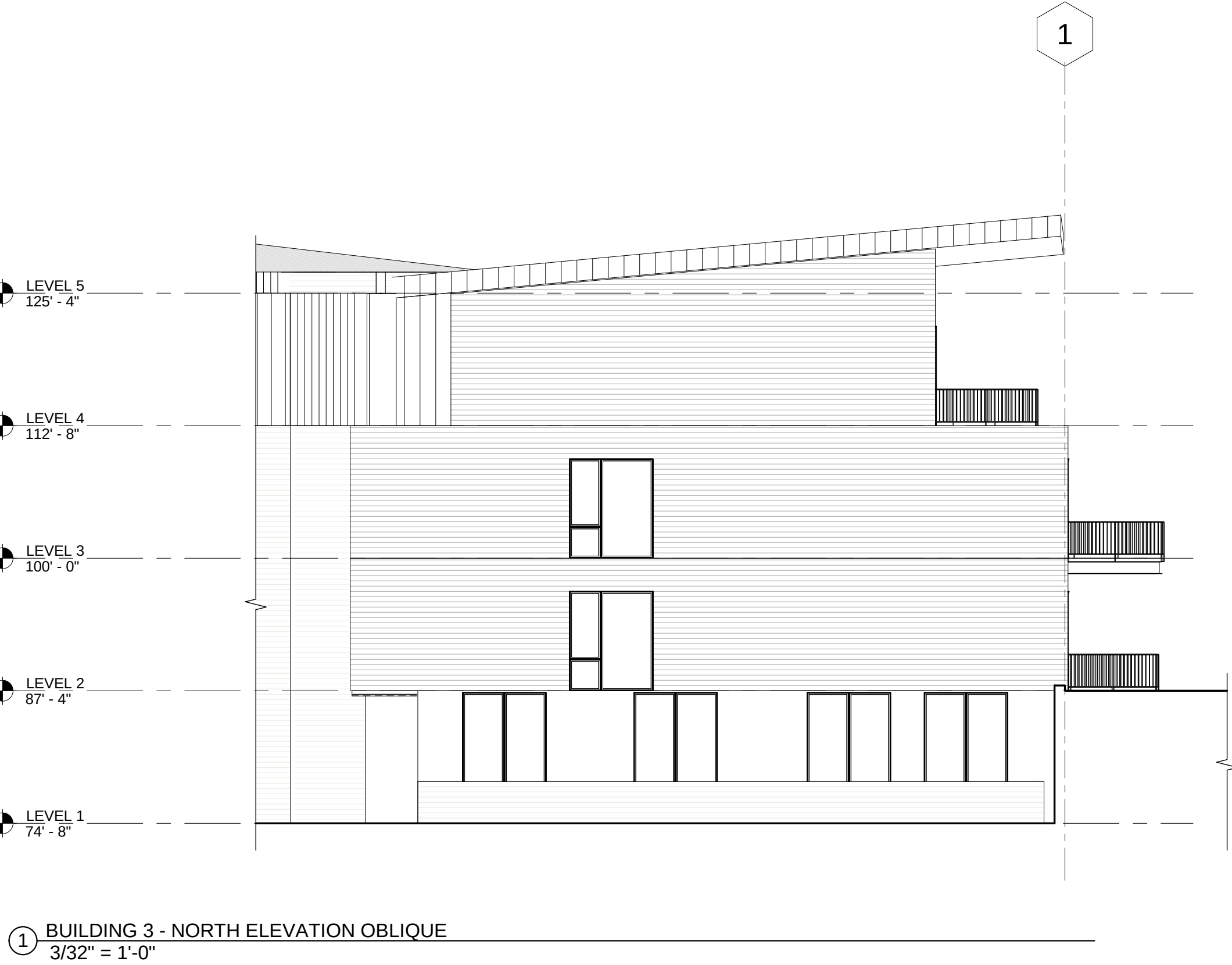
SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS		
SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A201
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



ELEVATION 7

DRAWING NO. DATE:

EX - 22 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

SEAL

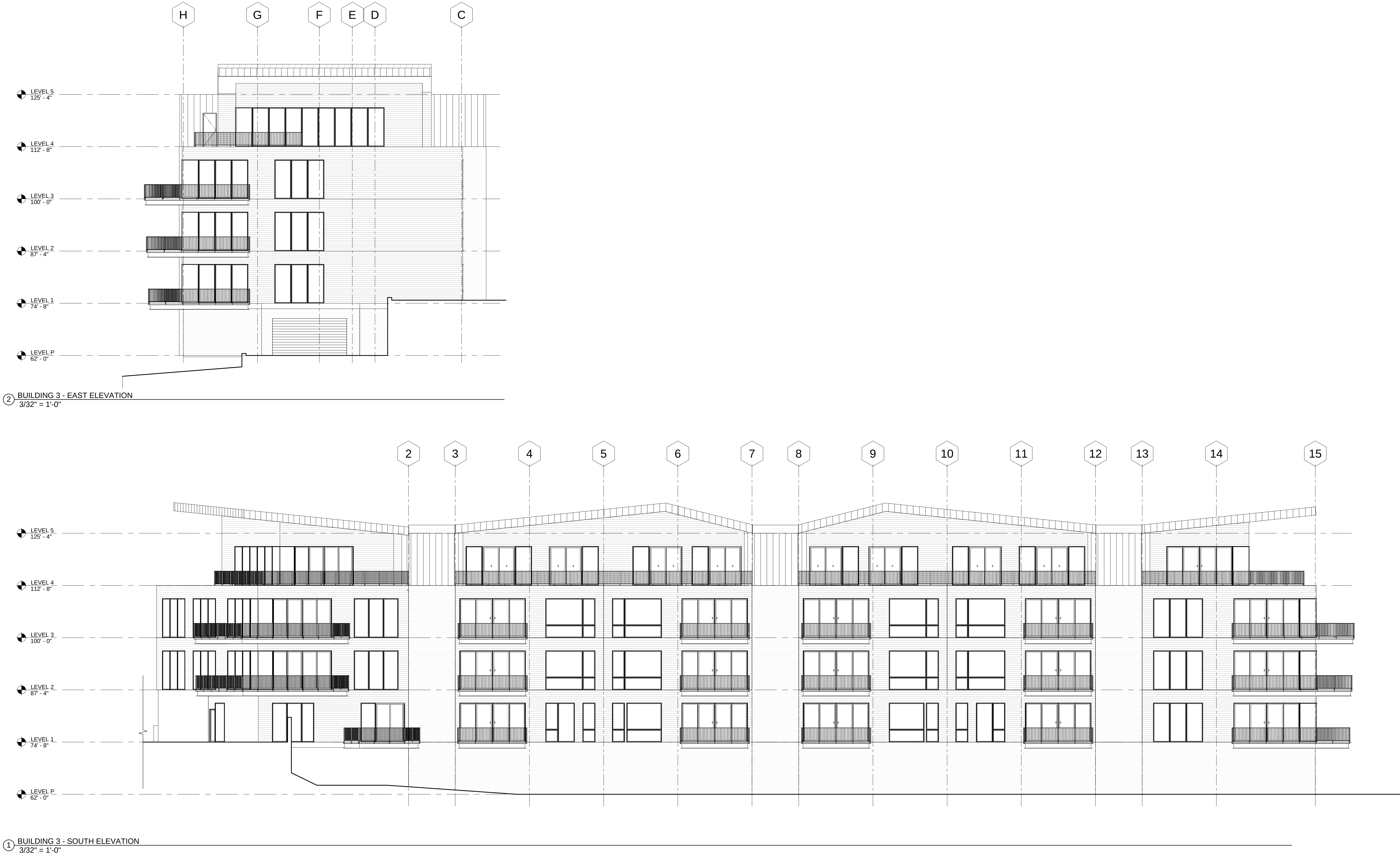
IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A202
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



ELEVATION 8

DRAWING NO. DATE:

EX - 23 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT.
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

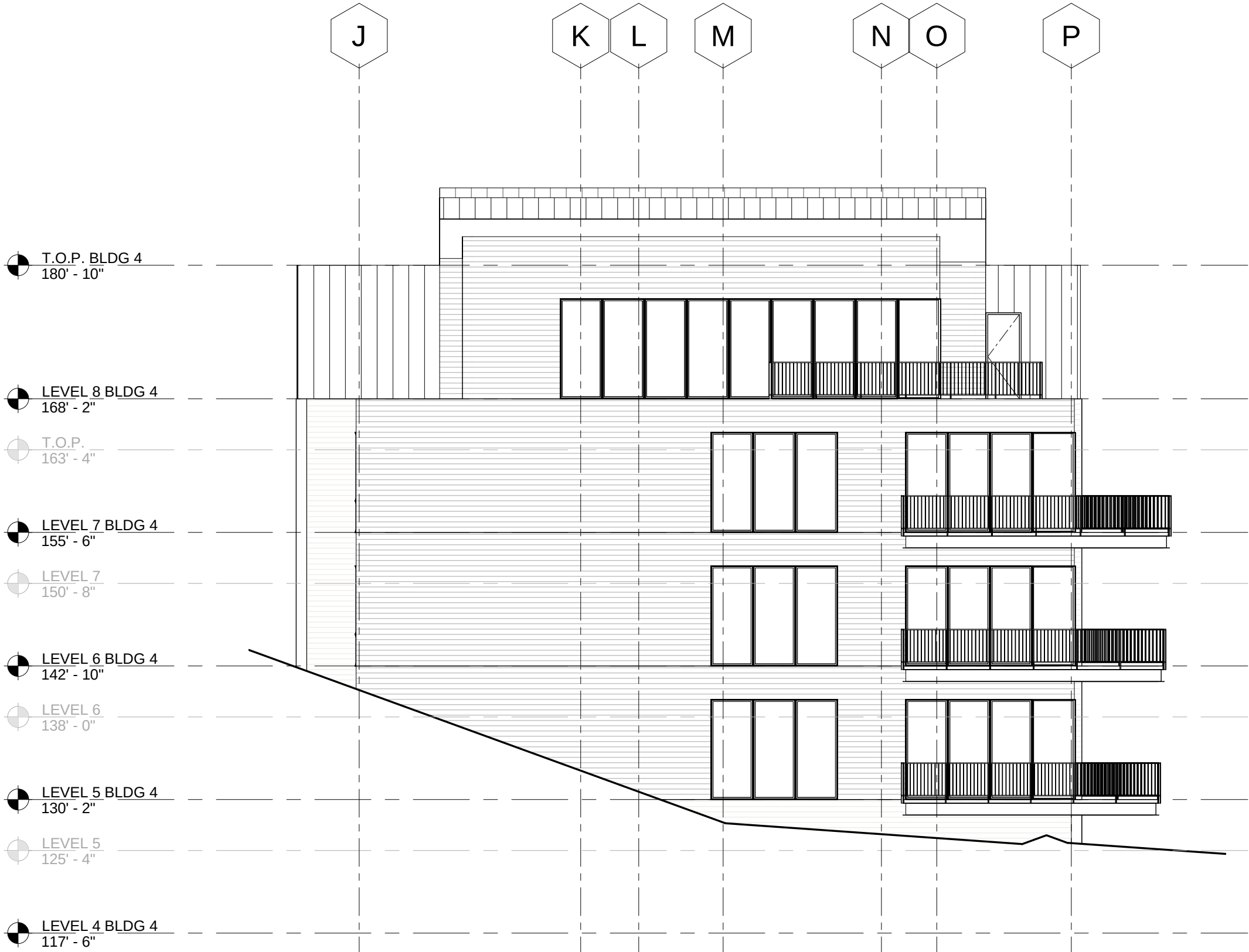
EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO.

A203

SPARANO+MOONEY (SMA) RESERVES ITS CONSULTANT COPY/RIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SMA'S WRITTEN PERMISSION & CONSENT.



1 BUILDING 4 - WEST ELEVATION
3/32" = 1'-0"



2 BUILDING 4 - NORTH ELEVATION
3/32" = 1'-0"

ELEVATION 9

DRAWING NO. DATE:

EX - 24 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

SEAL

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

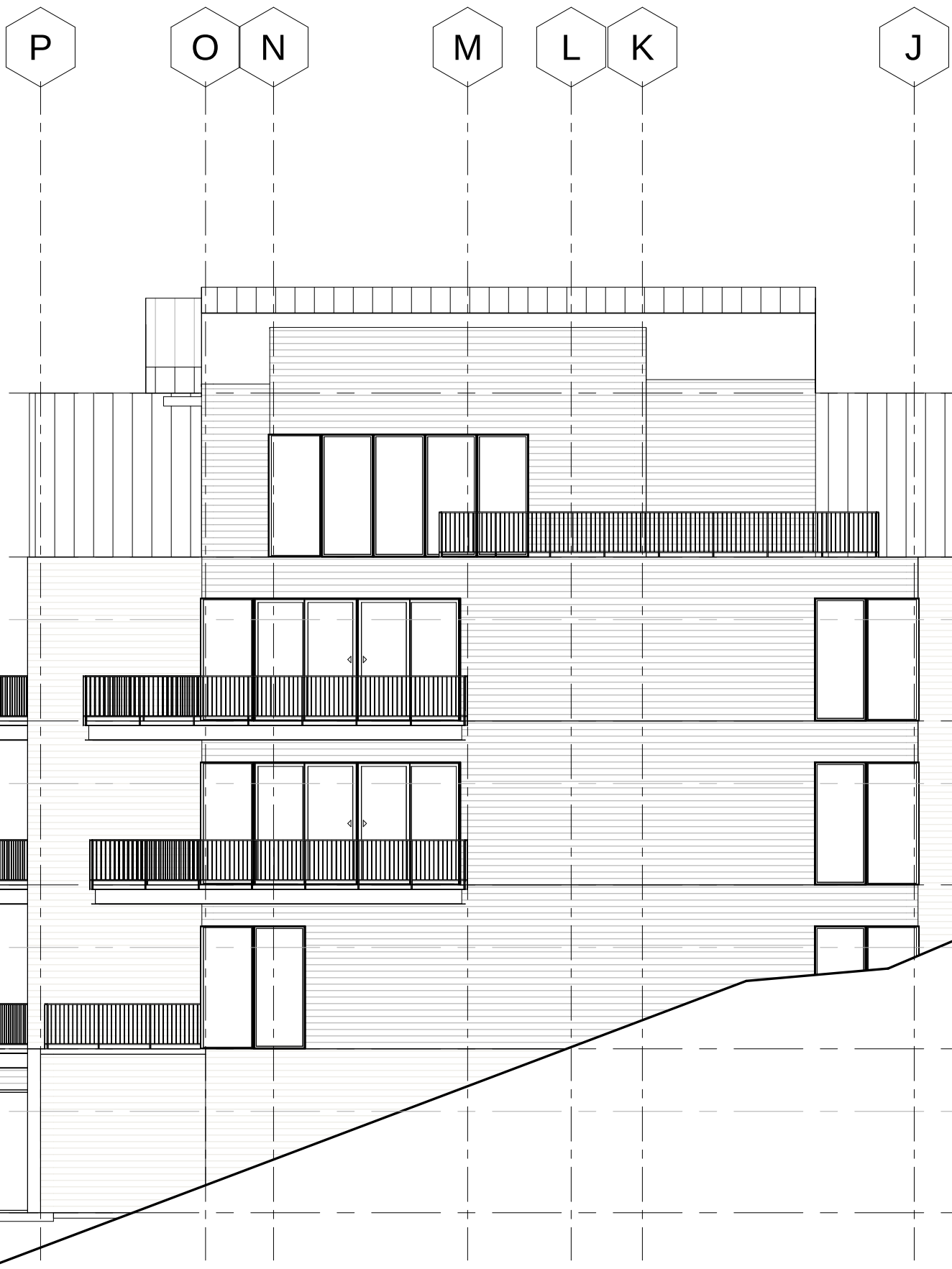
REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A204
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

SPARANO+MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SMA'S WRITTEN PERMISSION & CONSENT.



2 BUILDING 4 - EAST ELEVATION
3/32" = 1'-0"



1 BUILDING 4 - SOUTH ELEVATION
3/32" = 1'-0"



FOUNDERS PLACE

RENDERING VIEW - 1

DRAWING NO.	DATE:	JOB NO.
EX - 25	11/16/21	21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.



FOUNDERS PLACE

RENDERING VIEW - 2

DRAWING NO. EX - 26 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA, NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.



FOUNDERS PLACE

RENDERING VIEW - 3

DRAWING NO. EX - 27 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.



FOUNDERS PLACE

RENDERING VIEW - 4

DRAWING NO. EX - 28 DATE: 11/16/21 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA, NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.

VICINITY MAP



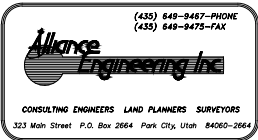
FOUNDER'S PLACE
CONDITIONAL USE SUBMITTAL
PHASES I, II, AND III

JULY 9, 2021

SHEET INDEX

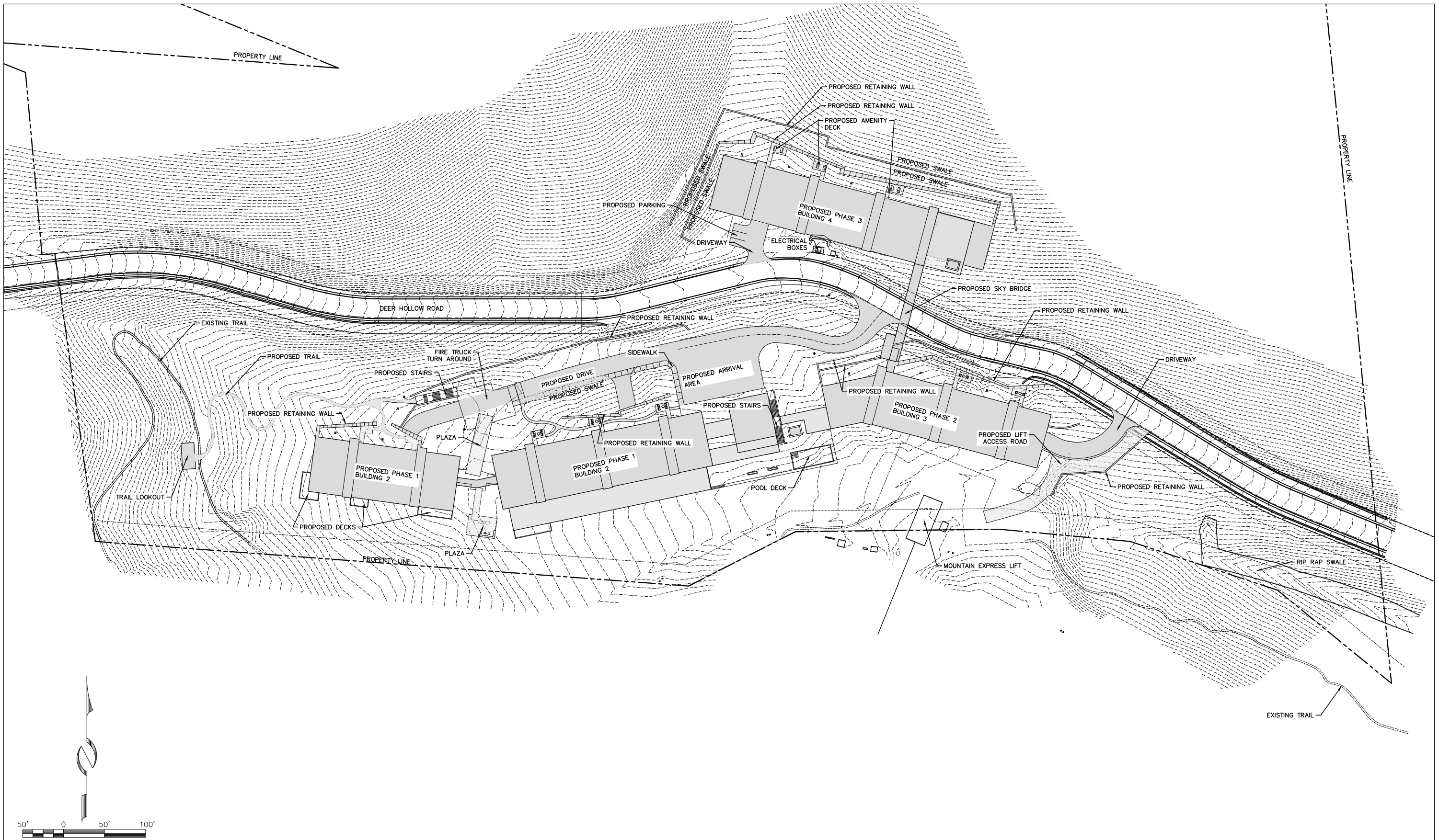
- 1. OVERALL SITE PLAN
- 2. GRADING PLAN
- 3. SLOPE PLAN
- 4. UTILITIES PLAN
- 5. STORM DRAIN PLAN

CIVIL ENGINEER



GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
- A. Jordanelle Special Service District Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - E. Approved construction plans and details.
 - F. Approved Traffic Control Plan.
 - G. 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, Jordanelle Special Service District 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 back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



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

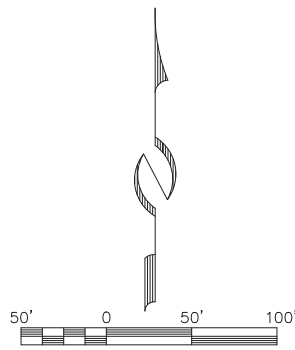
STAFF:
 MICHAEL DEMKOWICZ
 MITCHELL WAGNER

DATE: 7/09/21

**OVERALL SITE PLAN
 FOUNDER'S PLACE**

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

**SHEET
 1
 OF
 5**



NOTE: TWL= TOP WALL LEFT
TWR= TOP WALL RIGHT



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

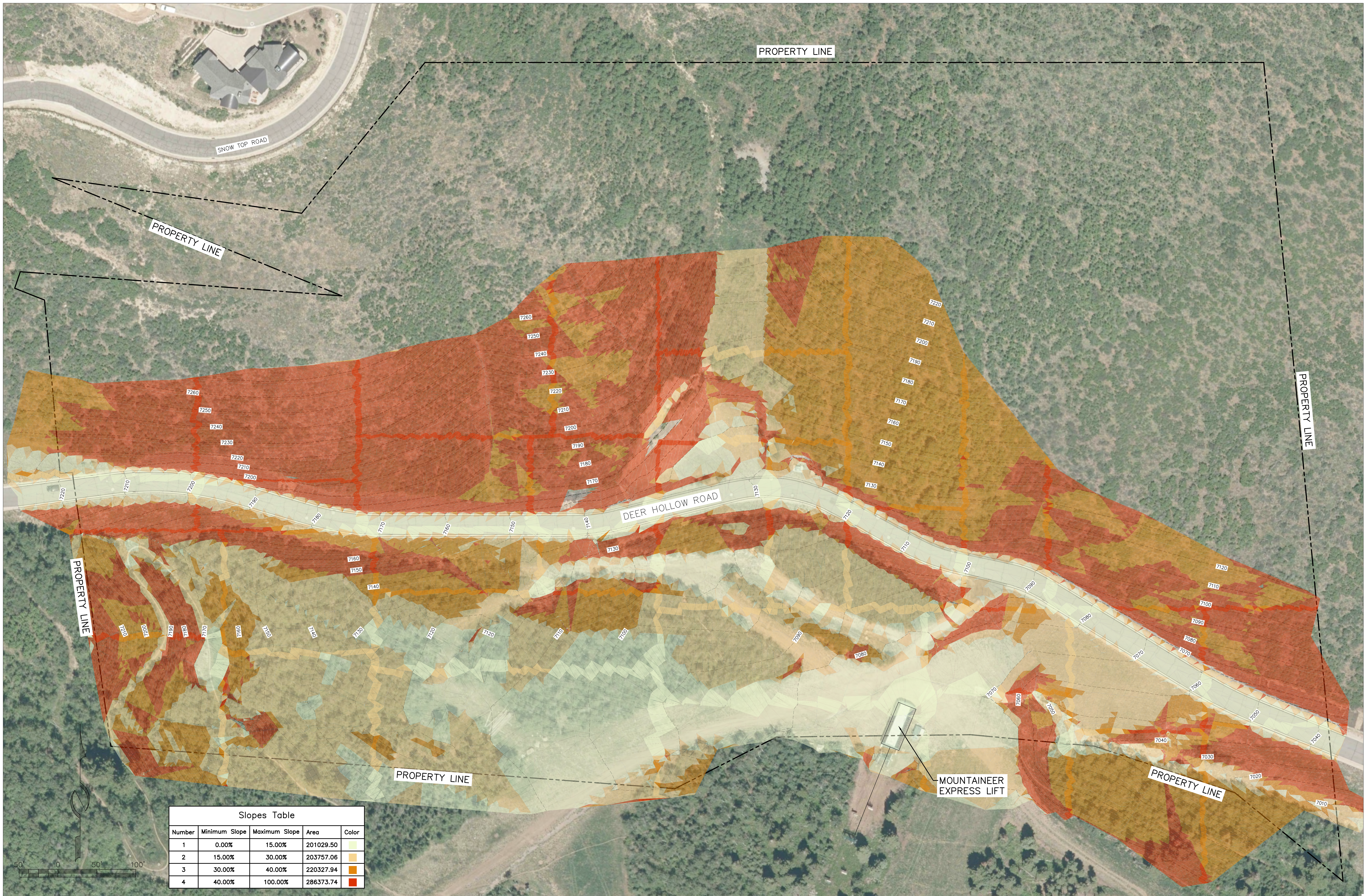
STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

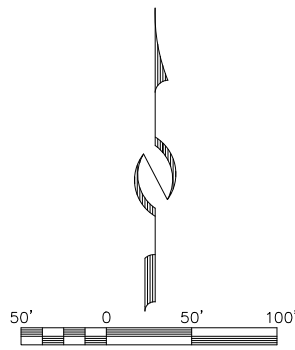
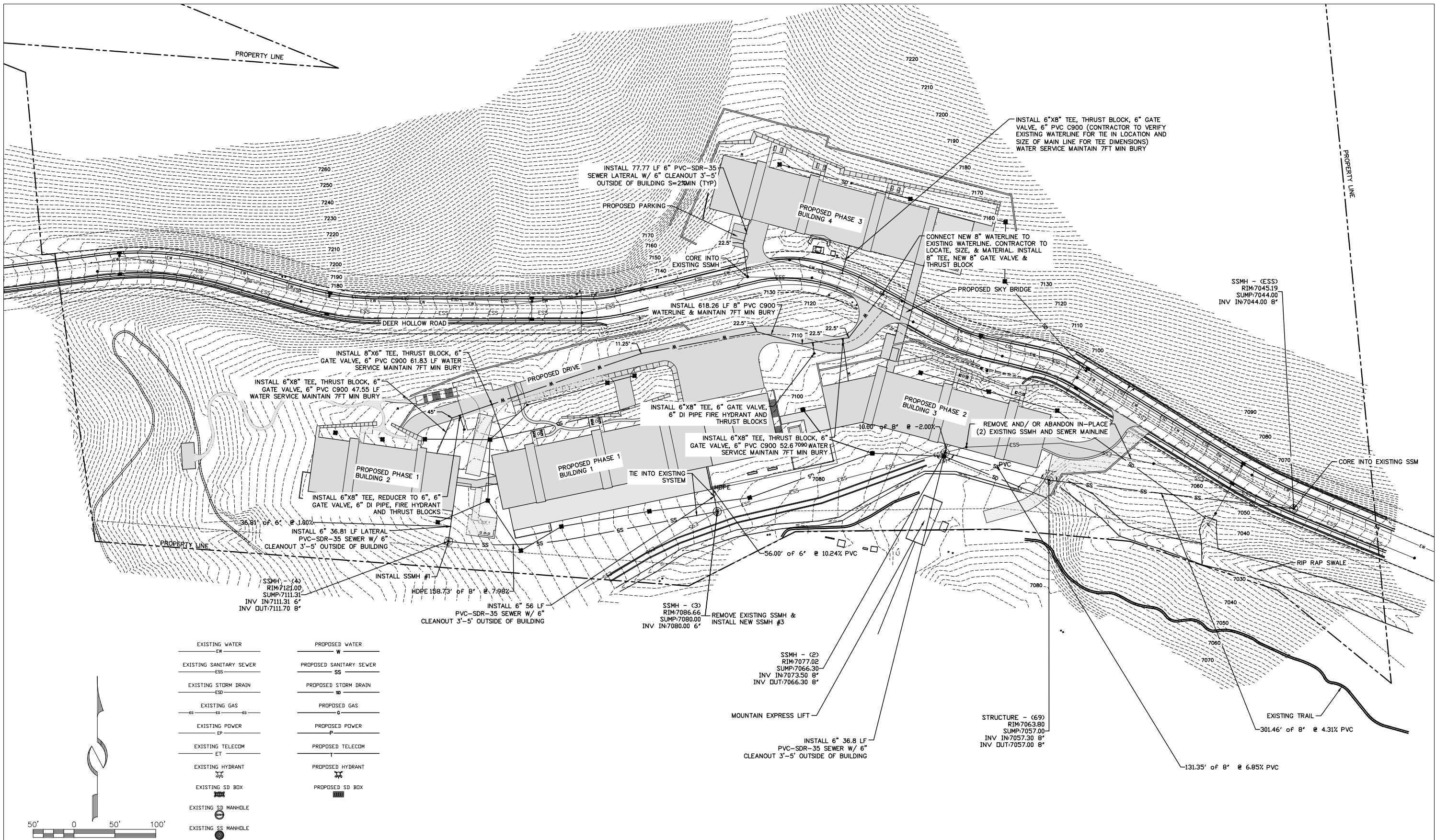
**GRADING PLAN
FOUNDER'S PLACE**

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

DATE: 7/09/2021

SHEET
2
OF
5





EXISTING WATER EW	PROPOSED WATER W
EXISTING SANITARY SEWER ESS	PROPOSED SANITARY SEWER SS
EXISTING STORM DRAIN ESD	PROPOSED STORM DRAIN SD
EXISTING GAS EG	PROPOSED GAS G
EXISTING POWER EP	PROPOSED POWER P
EXISTING TELECOM ET	PROPOSED TELECOM T
EXISTING HYDRANT 	PROPOSED HYDRANT
EXISTING SD BOX 	PROPOSED SD BOX
EXISTING SD MANHOLE 	
EXISTING SS MANHOLE 	



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

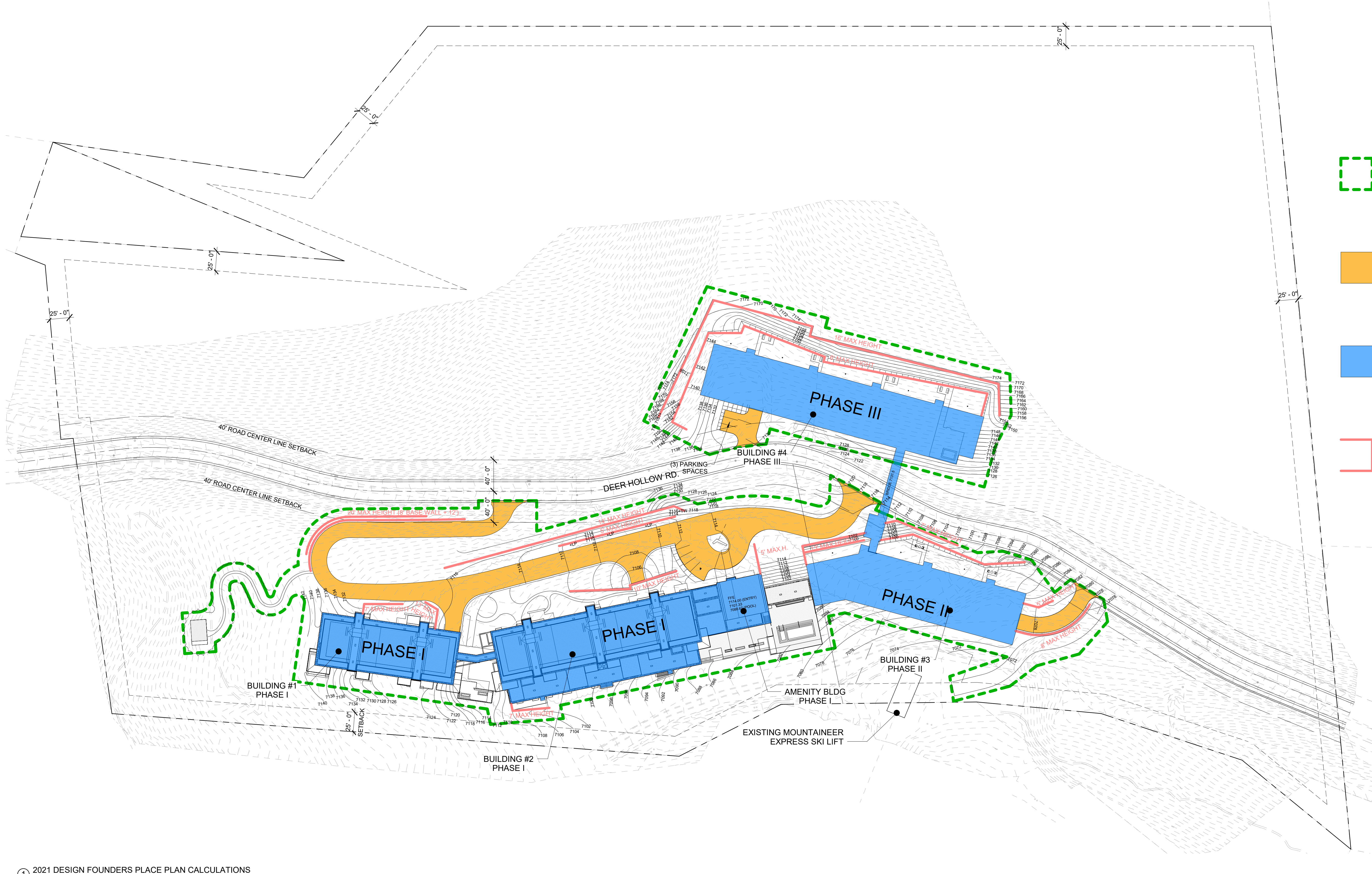
DATE: 7/09/2021

UTILITIES PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET
4
OF
5





LIMIT OF DISTURBANCE
SQ FT = 283,522 SF

DRIVEWAY
LINEAR FT = 1,307 FT
SQ FT = 34,847 SF

GROSS BLDG SQ FT
SQ FT = 345,405 SF

RETAINING WALLS
LINEAR FT = 2,948 LF
EXPOSED WALL FACE = 22,492 SF

① 2021 DESIGN FOUNDERS PLACE PLAN CALCULATIONS
1" = 60'-0"

FOUNDERS PLACE PHASE I

2021 PLAN CALCULATIONS

DRAWING NO. EX - 23.2 DATE: 1/6/22 JOB NO. 21-08

east west partners

SPARANO+MOONEY
ARCHITECTURE

57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

SPARANO + MOONEY (SMA) RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DOCUMENTS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF SMA. NOR ARE THESE DOCUMENTS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION & CONSENT.



January 13, 2022

Bill Fivash
East West Partners
Address

Dear Bill,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on January 13, 2022, to accept an on-site development of 6 AUEs and a Community Benefit Fee as fulfillment for the housing obligation generated by the Founders Place development, as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Affordable Housing Mitigation Plan
<u>Project Title:</u>	Founders Place Development
<u>Date of Action:</u>	January 13, 2022

Summary of Housing Authority Action

On January 13, 2022, the Park City Housing Authority approved the Housing Mitigation Plan (Attachment 1) in fulfillment of the housing obligations for the Founders Place development pursuant to the Deer Crest Master Planned Development. In fulfillment of the housing obligation, the Housing Authority approved an on-site development of six on-site affordable units and a Community Benefit Fee to satisfy 9.96 total Affordable Unit Equivalents (AUEs).¹

1. On January 12, 2022, the Planning Commission approved a modification to the Deer Crest Master Planned Development for the Founders Place development, a 78 market-rate-unit ski-in ski-out village in the Deer Crest area. The 78 market-rate units total 199,200 square feet.
2. On January 13, 2022, the Housing Authority determined the Developer is obligated to provide AUEs for 10% of the residential units within the project, totaling 9.96 AUEs.
3. Founders Place fulfills 6 AUEs by building 6 on-site units, totaling 5,400 square feet.
4. Founders Place fulfills the remaining 3.96 AUEs by the creation of a Community Benefit Fee of 0.50% of the net purchase price for each market-rate unit sale. Net purchase prices shall only exclude personal property sold with the unit sale.
5. All funds generated from the Community Benefit Fee from the initial sale will be transferred to Park City Municipal for the City's affordable housing budget. Initial

¹ One AUE is equal to 900 square feet.



sales shall be the first unit sales after certificate of occupancy of completed units for market consideration and shall not include transfers for financing or corporate restructuring.

6. For each Community Benefit Fee received by the Foundation as a result of any subsequent Transfer after the Initial Transfer, the Foundation will pay Fifty Percent of the Community Benefit Fee (0.25%) to the City.
7. The project is proposed to be developed in three phases. Four on-site affordable employee units are required in Phase I. One on-site affordable employee unit is required in Phase II. One on-site affordable employee unit is required in Phase III.

Conditions of Approval:

1. Payment from the Community Benefit Fee Covenant shall be paid to Park City within 30 days of closing of the sale and collection of the the applicable Benefit Fee following a Transfer or Initial Transfer. Certificates of occupancy will be withheld in the final phase if payments are not up to date.
2. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
3. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
4. The 6 AUEs built on site shall be occupied before or at the same time as any market rate unit in each corresponding phase. Certificates of occupancy will not be issued to the market rate units in the development until the 6 AUEs have received their certificates of occupancy throughout each phase.
5. The Community Benefit Fee will be collected by the developer and transferred to Park City Municipal Corporation after all initial sales are complete. Fees shall be transferred to Park City within 30 days of receiving the applicable Benefit Fee following a Transfer or Initial Transfer. Fees will be paid through December 31, 2040.

If you have any questions about this action letter, please contact Elyse Kats at 435-400-0106 or via email at elyse.kats@parkcity.org.

Attachments:

1. Founder's Place Housing Mitigation Plan dated November 2021.



CONFIRMED AND ADOPTED this 13th DAY OF January, 2022.

PARK CITY HOUSING AUTHORITY

Nann Worel, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

City Attorney's Office

An architectural rendering of a modern, multi-story housing complex named 'Founders Place'. The building features dark wood siding, large glass windows, and balconies. In the foreground, a snowy ski slope is visible with several skiers. To the right of the building, there is an outdoor swimming pool with lounge chairs and umbrellas. The background shows a snow-covered hillside with a small building on top.

Founders Place

Housing Mitigation Plan

Submitted by East West Partners

east west partners

Table of Contents

3	Background
4	Housing Obligation
5-9	Mitigation Plan – On-site Units
10	Mitigation Plan – Community Benefit Fee

Housing Mitigation Plan

Background

East West Partners, acting as the Manager for the development company Deer Hollow Development, LLC, is pleased to be able to incorporate the following housing mitigation plan as part of the Conditional Use Permit application for Founders Place to provide the appropriate on-site employee housing and concurrently creating a revenue stream to provide additional financial support towards increasing the available stock of employee housing in the Park City area.

The Affordable Housing Mitigation Plan is in response to discussions with the Park City Housing Staff Department team and is predicated upon the 1995 Settlement Agreement as described below.

On December 29, 1995, Park City Consolidated Mines Company and Trans-Wasatch Company, LLC a Utah (collectively the “Land Owners”) entered into a Settlement Agreement with Park City Municipal Corporation (“PCMC”) to provide a framework for the resolution of all outstanding issues and disputes related to the development the Deer Crest project of approximately 678 acres within Wasatch and Summit Counties (“Development Area”) – approximately 524 acres within unincorporated Wasatch County and approximately 84 acres within unincorporated Summit County. The Settlement Agreement established various criteria relative to future development rights, such as density, use and configuration, that when combined with the 1996 First Amended Findings and Order on Density Determination, created the Master Plan Development Agreement for the development parcels within the Development Area. Within the Development Area, specific language related to the Slalom Village Area – now known as Founders Place – further clarifies the development rights and requirements for the multi-family units.

Section 5.2.3.1 of the Settlement Agreement states:

“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.”

While the Settlement Agreement language specific to the Slalom Village Area contemplates the 4% housing mitigation rate, the following Housing Mitigation Plan proposes a ten percent (10%) mitigation rate for the development. This mitigation rate is consistent with the St. Regis Hotel Conditional Use Permit approvals that were predicated upon the Settlement Agreement, and will more adequately provide the appropriate amount of affordable housing – both on-site and through a continued funding mechanism.

Housing Mitigation Plan

Housing Obligation

While the Settlement Agreement requires the total employee housing shall be four percent (4%) of the total number of units, the Founders Place applicant has had a series of meetings with the City Housing Staff, and agreed to modify these requirements and provide affordable employee housing equal to ten percent (10%) of the Residential Unit Equivalents (“UEs”). The Park City Municipal Corporation UE calculation is:

$$UEs = \text{Gross Platted Square Feet} \div 2,000 \text{ SF}$$

Per the above formula, Founders Place is comprised of 99.6 UEs or 9.96 Affordable Unit Equivalents (“AUEs”)

Platted Square Feet	Unit Equivalents	Housing Obligation (% of UEs)	Affordable Unit Equivalents (AUEs)	Estimated Total AUE Square Feet
199,200	99.6 UEs	10%	9.96 AUEs	8,964 SF

The intent of this mitigation plan is to show how the applicant will fulfill on the obligation of 8,964 total square feet of affordable housing. The following pages describe in detail the fulfillment of this obligation including:

1. 6 on-site AUE Deed Restricted Units totaling 5,400 SF.
2. A Fee In-Lieu funded through a 0.5% Community Benefit Fee Covenant delivering approximately \$1,500,000 during the initial sales process of the property, and an additional amount of approximately \$37,500 annually through 2035. These payments will be deemed to satisfy any remaining affordable housing obligation.

All on-site housing obligations will be satisfied prior to all market rate units receiving certificate of occupancy within each phase of the project.

This affordable housing mitigation plan will meet the needs of the property by allowing flexibility in the units for various employee types (managers, full-time and seasonal employees) as well as providing a significant financial contribution to Park City’s affordable housing efforts.

Housing Mitigation Plan

Proposed Mitigation Plan: On-Site Housing

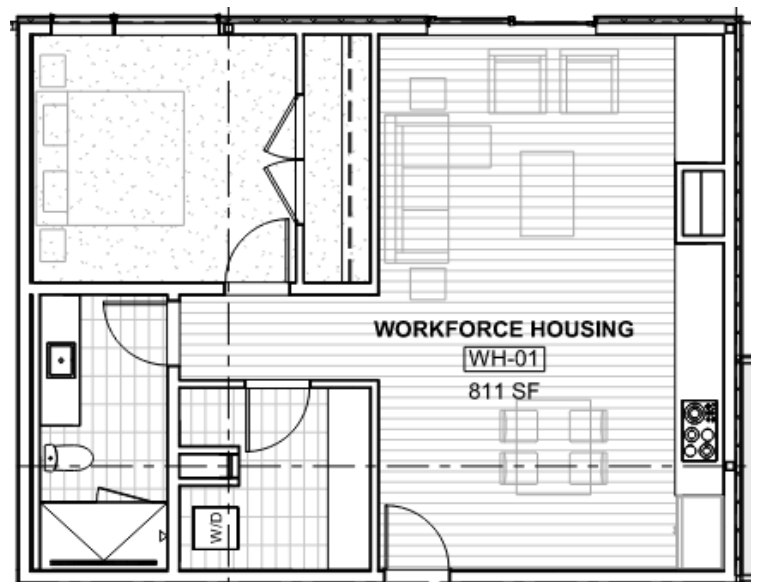
Founders Place proposes that six (6) Affordable Unit Equivalents will be constructed within the Founders Place project. These AUEs will total approximately 5,400 square feet of affordable housing on-site. The six total units will be built; four (4) in Phase 1, one (1) in Phase 2, and one (1) in Phase 3.

The phasing plan with respective unit counts and estimated total square feet is shown in the table below.

Phase	Market Rate Units	Platted Residential SF	Affordable Housing Units	Estimated Total AUE Square Feet*
Phase 1	32	84,449	4	3,244 SF
Phase 2	19	48,088	1	TBD SF
Phase 3	27	66,663	1	TBD SF
Total	78	199,200	6	5,400 SF

The primary intent for the six on-site affordable housing units is to provide housing for employees whose scope of work is focused to the service and management of the Founders Place HOA and associated amenities.

The proposed units will be designed and built as one or two bedroom units. The figure to the right is representative of a typical proposed affordable housing one bedroom unit; however the final design may adjust slightly with final preparations of plans and to address City input. Each phase design will be completed and approved by Park City Housing Authority staff prior to recordation the condominium plat for each phase.



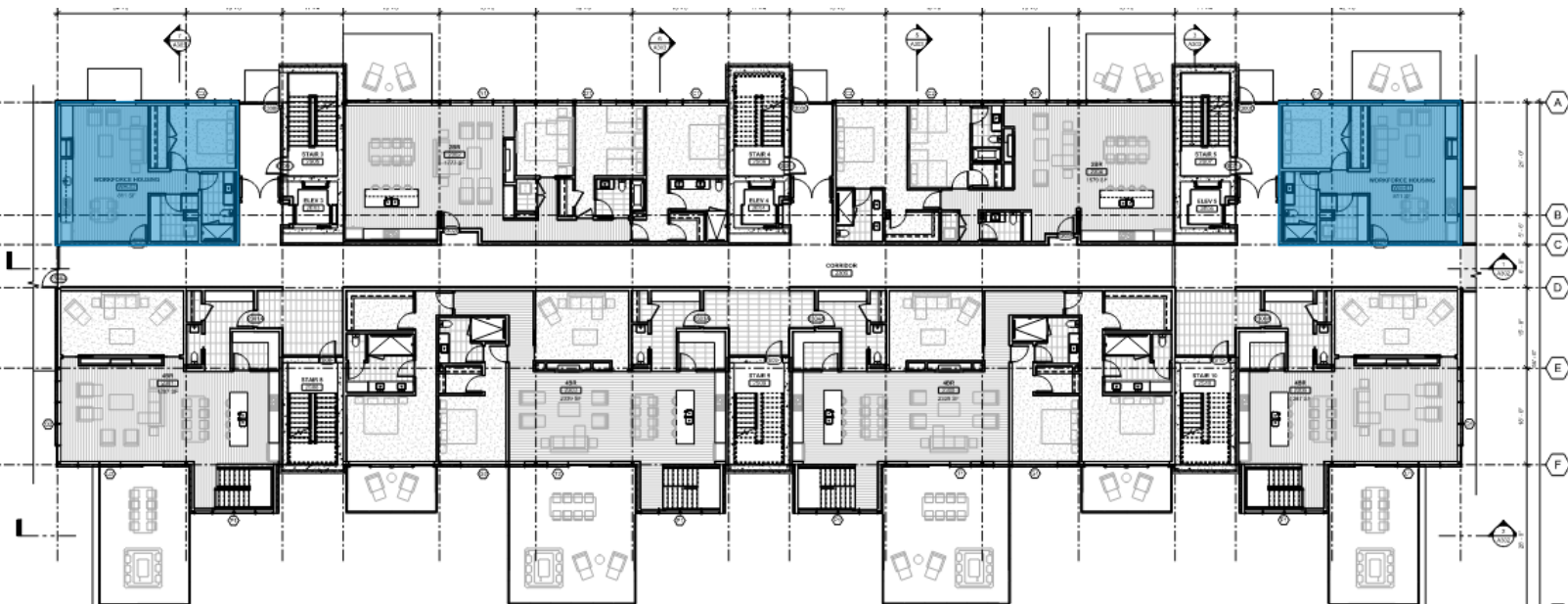
Representative Affordable Housing Unit

**The AUD Square Feet totals are estimated per Park City Affordable Housing guidelines. The actual unit square feet will be finalize upon final project design and will total 5,400 SF.*

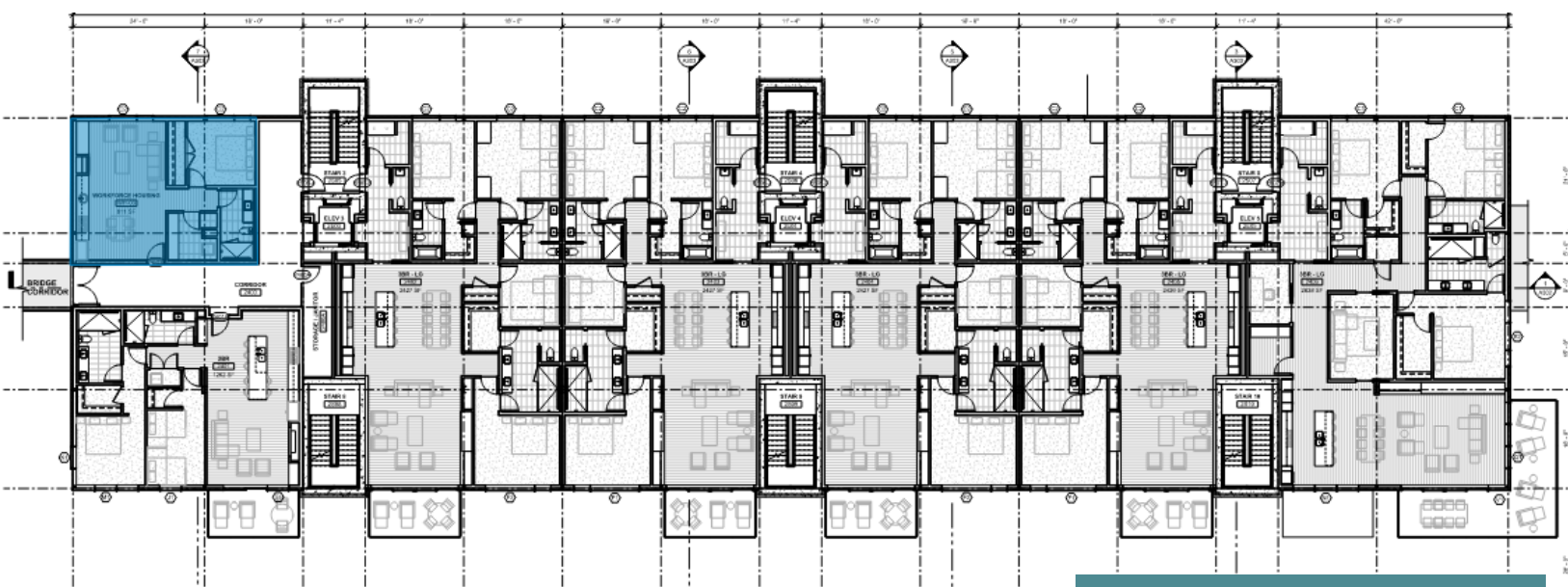
Housing Mitigation Plan

Phase 1 Proposed Floor Plan

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 2, Level 3



Floor Plan – Building 2, Level 4

Housing Mitigation Plan

Phase 1 Proposed Floor Plan, cont.

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 1, Level 4

Housing Mitigation Plan

Rental Eligibility and Rate - On-Site Units

RENTAL PRIORITY: Priority for use of the on-site units will be focused on housing staff dedicated to the operations of the Founders Place project. If not occupied by operational staff, the general rules of the current Park City Affordable Housing Resolution will prevail in selection of renters qualified to rent the units.

Priority for Occupancy	
1	Employees engaged full-time or seasonally, focused on serving the Founders Place HOA, Founders Place property manager working primarily on the Founders Place operation, Deer Crest Master Association, or Deer Valley Resort.
2	Persons employed fulltime year-round within Summit or Wasatch County.

For persons qualified to live within the property under Priority 1 above, no income limits shall be required. For persons qualified to live within the property under Priority 2 above, income qualification will be required under the guidelines of the current Park City Municipal Resolution for Affordable Housing currently 80% of AMI.

2021 Summit County AMI %*	1 Person	2 Persons	3 Persons	4 Persons
80%	\$66,960	\$76,480	\$86,080	\$95,600

The overall goal of the on-site units is to aid in the operations of the resort, but also to aid in the availability of local affordable housing needs. Reasonable efforts shall be made by owner of said units to keep the property fully occupied at all times, with reasonable vacancy allowed for transitions between occupants and seasonality. At no time should the units remain vacant for more than 3 months without attempting to fill the unit with an occupant qualified by priority 2 above.

RENTAL RATES: Persons qualified to live within the property, through priority 1 or 2, shall not be charged rent and utility costs in excess of an amount equal to 30% of the amount of income earned by an individual earning 80% of AMI for Summit County.

For 2021, the rent would be calculated pursuant to the table below for a 1-bedroom unit with 2 occupants. In this scenario, the Rent portion covers all utilities and costs other than electricity and the monthly electrical bill is estimated at \$50. See attached

Bedrooms	Occupants	AMI (80%)*	Percent of Income	Yearly Rent	Monthly Expense Including Utilities	Monthly Utility Estimate	Monthly Rent (net)
1	2	\$76,480	30%	\$22,944	\$1,912	\$50	\$1862

*Income limits provided by Mountainlands Community Housing Trust: <https://housinghelp.org/income-limits/>

Housing Mitigation Plan

Transfer or Sale of On-Site Units

The overall goal of the proposed Affordable Housing Mitigation Plan is to provide the units for rent to operational employees or other individuals qualified to live in the unit by alternative employment and income qualification pursuant to the Park City Affordable Housing Resolution. The units will be owned at completion of construction by Deer Hollow Development, LLC (“Declarant”). Sale of the units by the Declarant shall be subject to the deed restriction but also limited to a group or entity intending to follow this Mitigation Plan.

The sale of the units shall be deemed pre-approved, but shall require notification to the Park City Housing Authority, if sold or transferred to:

1. An entity related to Deer Hollow Development, LLC through common ownership.
2. The Founders Place HOA
3. Founders Place Property Manager

Other than a to an entity above, the properties shall not be sold without amending this Affordable Housing Mitigation Plan with the Park City Affordable Housing Authority.

Housing Mitigation Plan

Proposed Mitigation Plan – Community Benefit Fee

In addition to the on-site affordable housing units, Founders Place will create a Community Benefit Fee Covenant that will apply to all residential transactions within the Founders Place Condominium Association. To clarify, the Fee will apply to all 78 initial developer transactions and all subsequent resale transactions.

The fee will be equal to half of one percent (0.50%) of the net purchase price. The fee will be payable to a non-profit entity proposed to be called Founders Place Community Benefit Foundation. The Foundation will agree to transfer one hundred percent (100%) of the fees collected from initial sales by the developer to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area. Additionally, through December 31, 2035, fifty percent (50%) of the fees collected from resales will be paid to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area.

Initial net sales volume for all three phases of Founders Place is anticipated to be approximately \$300,000,000. Below outlines the \$1,500,000 of potential transfer fees generated from the initial developer sales.

Estimated Initial Sales Volume	Community Benefit Fee %	Community Benefit Fee \$
\$300,000,000	0.50%	\$1,500,000

The estimated annual volume of resale transactions and subsequent transfer fees is dependent on market volume and activity. At an estimated five percent (5.0%) of total units transferring per year, the potential annual transfer fee generated for Park City Municipal through 2035 is estimated at \$37,500 per year. This assumes a 5% per year turnover rate within the project and an average sale price of \$3,750,000. This is 2021 pricing and does not factor in real estate changes in value over the period.

Total Units	5.0% of Units	2022 Average Sale Price	Estimated Annual Sales Volume	Community Benefit Fee %	Community Benefit Fee	Transfer Fee to PCMC
78	4	\$3,750,000	\$15,000,000	0.50%	\$75,000	\$37,500



east west partners

The following described property being located in Wasatch County, State of Utah:

That portion of estate conveyed in that Special Warranty Deed recorded July 01, 1996, as Entry No. 187886, in Book 325, at Page 746, of Official Records, and being located in Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which intersects the following patented mining claims:

Roosevelt (Mineral Survey 6645)

Queen Esther No. 3, and Queen Esther No. 6 (Mineral Survey 6979)

Gilt, Galena, Park City Consolidated No. 31, and Silver (Mineral Survey 6867)

Less and excepting therefrom the following described properties:

- a) Deer Hollow Village at Deer Crest Official Plat recorded as Entry No. 209772, in Book 408, at Page 256.**
- b) Snowtop Subdivision at Deer Crest Official Plat recorded as Entry No. 209773, in Book 408, at Page 276.**
- c) Deer Crest Estates Phase II Official Plat recorded as Entry No. 209775, in Book 408, at Page 336.**
- d) Roosevelt No. 1 (Mineral Survey 6645)**
- e) Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian.**
- f) The property described in that Special Warranty Deed recorded as Entry No. 411705, in Book 1129, at Page 679.**

FOUNDERS PLACE COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (“**Agreement**”), is made and entered into as of this 28 day of JUNE, 2022 (“**Effective Date**”) by Founders Place Community Benefit Foundation, a Utah non-profit corporation (“**Foundation**”), Deer Crest Associates I, L.C., a Utah limited liability company (“**Owner**”), and Park City Municipal Corporation, a political subdivision of the State of Utah (“**City**”, collectively with Foundation and Owner, the “**Parties**”).

RECITALS

A. Owner is the developer of a condominium project known as Founders Place Condominiums (the “**Project**”) being developed on a parcel of real property located in Park City, Wasatch County, Utah (“**Property**”), which contains, or is anticipated to contain, seventy-eight (78) market rate condominium units (“**Unit(s)**”) and six (6) affordable condominium units (“**Affordable Units**”).

B. Foundation was organized for the purpose of benefiting the Wasatch County and Summit County communities, including without limitation, for charitable purposes and support of affordable housing initiatives.

C. Owner caused a Community Benefit Covenant, attached hereto as Exhibit A (“**Covenant**”), to be recorded against the Project and the Units. The Covenant provides that the Foundation will receive a Benefit Fee (as defined in the Covenant) for certain sales of Units at the Project, to be used for the benefit of communities, common planning, facilities and infrastructure, affordable housing, community programming, resort facilities, open space, recreation amenities, and other charitable purposes.

D. In connection with the development of the Project, which includes Affordable Units, and consistent with the Covenant, the Parties desire that a portion of the Benefit Fee be allocated to the City to benefit affordable housing solutions and the local community in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period commencing on the Effective Date and continue through December 31, 2040 (“**Termination Date**”). Upon the Termination Date, this Agreement shall automatically terminate without any further action required of the Parties and shall be of no further force or affect.

2. Community Benefit Contribution. In accordance with the Covenant, upon each Transfer (defined below) of a Unit, a Benefit Fee based on the Purchase Price (defined below) of such Unit, will be payable to the Foundation. In accordance with the terms hereof, after receiving

such Benefit Fee, the Foundation hereby agrees to pay to the City a portion of the Benefit Fee (each a “**Community Benefit Contribution**”) as follows:

(a) For each Benefit Fee received by the Foundation from an Initial Transfer (defined below) of a Unit, the Foundation shall pay a Community Benefit Contribution to the City, in an amount equal to One Hundred Percent (100%) of the Benefit Fee received by the Foundation; and

(b) For each Benefit Fee received by the Foundation from any Transfer not constituting an Initial Transfer, the Foundation will pay a Community Benefit Contribution to the City in an amount equal to Fifty Percent (50%) of the Benefit Fee received by the Foundation.

(c) Use of Community Benefit Contribution. The Community Benefit Contribution shall be used by the City for the benefit of affordable housing projects and programs within the City deemed appropriate by the City.

(d) For purposes of this Agreement, “**Transfer**” means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Unit, including but not limited to (1) the conveyance of fee simple title to any such Unit; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such Unit, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the such Unit. “**Initial Transfer**” means the first Transfer of each Unit, from Owner, as the developer of the Project, to any third party purchaser. For clarity, there shall only by one (1) Initial Transfer for each Unit.

(e) Exclusions. Notwithstanding the foregoing, a "Transfer" shall not include any of the following excluded events:

(i) Any involuntary Transfer.

(ii) Any Transfer that results from a court order.

(iii) Any a bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.

(iv) Any Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(v) Any Transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the Transfer of the burdened property, not to exceed \$250.

(vi) Any Transfer of an Affordable Unit.

(f) Purchase Price. For purposes of this Agreement, “**Purchase Price**” means the gross purchase price of the property that is the subject of the Transfer prior to any commissions or closing costs. The gross purchase price shall not include any amounts paid by the transferee for furnishings or other personal property. Owner, and its successors and assigns, may require either the transferor or transferee to submit verification of the Purchase Price.

(g) Payment of Community Benefit Contribution. The Foundation shall collect the Benefit Fee at the closing for each Initial Transfer for each Unit and the closing for any subsequent Transfer for each Unit. The Foundation shall pay the Community Benefit Contribution to the City within thirty (30) days following the closing of a Transfer or Initial Transfer.

(h) Non-Payment. If the Foundation does not receive the Benefit Fee in accordance with Section 2 of this Agreement, the Foundation will pay the Community Benefit Contribution to the City and the Foundation may place a lien on the Unit for reimbursement of payment for the Benefit Fee.

(i) Non-Payment by Foundation. If the City does not receive timely payment for Initial Transfers of the Community Benefit Contribution as described in Section 2 of this Agreement, the City may, in its sole discretion, withhold certificates of occupancy from the final phase of the Project (which may be either Phase II or Phase III, as determined in good faith by Owner), until payment is current.

(j) Certificates of Occupancy. The Owner shall build four Affordable Units in Phase I, one Affordable Unit in Phase II, and one Affordable Unit in Phase III. The Owner shall obtain a certificate of occupancy for the Affordable Units in each respective Phase, before the Owner obtains a certificates of occupancy for any other Units within the same phase. The City may, in its sole discretion, not issue certificates of occupancy for any Units within a Phase until all Affordable Units in such phase have received a certificate of occupancy.

3. Waiver. No term or condition of this Covenant will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

4. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.

5. Owner and Foundation Certification. By execution of this Agreement, the Owner and Foundation certify, represent, and warrant as to the following:

(a) Owner and Foundation are duly and validly organized and are in good standing under the laws of the State of Utah.

(b) Owner and Foundation have the requisite power and authority and has received any necessary lender or internal consents to own the Units, and to enter into this Agreement.

(c) The persons named below and signing on behalf of Owner and Foundation have received all necessary approvals and are duly authorized to bind Owner and Foundation to all of the terms and conditions found in this Agreement.

(d) To the best of their knowledge and belief, the execution and delivery by the Owner and Foundation of this Agreement, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Owner and Foundation may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Owner and Foundation.

(e) This Agreement is a legal, valid and binding obligation of Owner and Foundation, enforceable in accordance with the terms herein.

6. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

7. Integration. This Agreement constitutes the entire Agreement between the Parties with respect to the matters set forth herein.

8. No City Liability. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Owner and Foundation against any loss.

9. Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one binding Agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10. Construction. The Parties acknowledges that they have reviewed and revised this Agreement with the assistance of counsel, and further acknowledge and agree that any interpretation of drafting ambiguities or inconsistencies shall be construed in favor of the City.

[Signature Page Follows]

Dated this 28 day of JUNE, 2022.

FOUNDATION:

FOUNDERS PLACE COMMUNITY BENEFIT
FOUNDATION, a Utah non-profit corporation

By: [Signature]
Its: AUTHORIZED SIGNATORY

OWNER:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: [Signature]
Its: AUTHORIZED SIGNATORY

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: [Signature: Dan Worrel]
Name: Dan Worrel
Its: Mayor

EXHIBIT A
COVENANT

WHEN RECORDED, MAIL TO:

Steven P. Mehr
Ballard Spahr LLP
201 South Main, Suite 800
Salt Lake City, UT 84111

Tax Parcel Number:

COMMUNITY BENEFIT COVENANT

THIS COMMUNITY BENEFIT COVENANT ("**Covenant**"), is made as of this 28
day of JUNE, 2022 by Deer Crest Associates I, L.C., a Utah limited liability company
("**Owner**").

RECITALS

A. Owner is the developer of a condominium project known as Founders Place Condominiums (the "**Project**") being developed on a parcel of real property located in Park City, Wasatch County, Utah ("**Property**"), as more particularly described on Exhibit A. The Project will include seventy-eight (78) market rate condominium units ("**Unit(s)**") and six (6) residential condominium units ("**Affordable Units**"), to be developed in phases, with the first phase being more particularly described on the Founders Place Plat, recorded _____, as Entry No. _____, in Book _____, at Page _____, in the Office of the Wasatch County Recorder, as amended and/or supplemented from time to time ("**Plat**"). For clarity purposes, four (4) Affordable Units will be built in Phase I, one (1) Affordable Unit in Phase II, and one (1) Affordable Unit in Phase III.

B. Founders Place Community Benefit Foundation, a Utah non-profit corporation ("**Foundation**"), was organized for the purpose of benefiting the Wasatch County and Summit County communities, including without limitation, for charitable purposes and support of affordable housing initiatives.

C. In connection with the development of the Project and certain obligations imposed by the Park City Municipal Corporation ("**City**"), Owner desires to establish a Community Benefit Covenant for the benefit of the Foundation, as defined and further set forth below.

COVENANT

NOW, THEREFORE, the following Community Benefit Covenant is imposed on the Units as follows:

1. Community Benefit Covenant. Upon each Transfer (defined below) of any Unit, the owner of the Unit shall pay a fee based on the "Purchase Price" (defined below) of such Unit to the Foundation (a "**Benefit Fee**"), which funds shall be used by the Foundation in accordance with this Covenant, the Founders Place Community Benefit Agreement, dated the date hereof, among the Owner, Foundation and City, and the Foundation's governing directives, including without limitation, for the benefit of communities, common planning, facilities and infrastructure,

affordable housing, community programming, resort facilities, open space, recreation amenities, and other charitable purposes. The Benefit Fee shall be equal to one-half of a percent (0.5%) of the Purchase Price of the subject Unit. This Covenant, including the Benefit Fee, shall run with the land and improvements consisting of the Units for the benefit of the Foundation and the City.

(a) For purposes of this Covenant, "**Transfer**" means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Unit, including but not limited to (1) the conveyance of fee simple title to any such Unit; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such Unit, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the such Unit.

(b) Exclusions. Notwithstanding the foregoing, a "Transfer" shall not include any of the following excluded events, except to the extent that any such exclusion is used for the purpose of avoiding the Benefit Fee:

(i) Any involuntary Transfer.

(ii) Any Transfer that results from a court order.

(iii) Any a bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.

(iv) Any Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(v) Any Transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the Transfer of the burdened property, not to exceed \$250.

(vi) Any Transfer of an Affordable Unit.

(c) For purposes of this Covenant, "**Purchase Price**" means the gross purchase price of the property that is the subject of the Transfer prior to any commissions or closing costs. The gross purchase price shall not include any amounts paid by the transferee for furnishings or other personal property. Owner, and its successors and assigns, shall require either the transferor or transferee to submit verification of the Purchase Price.

(d) Payment of Benefit Fee. The owner of a Unit shall pay, or cause to be paid, the Benefit Fee at closing of the Transfer, and each Benefit Fee not paid at that time shall accrue interest until fully paid at five percent (5%) per annum over the rate of interest announced from time to time by Wells Fargo Bank, as its "prime rate" for commercial loans. Such interest shall be payable on demand, and if unpaid, shall be compounded monthly at the rate so calculated as of thirty (30) days after the date of the Transfer, and all accruing interest shall become a part of the Benefit Fee due and owing. The Declaration under which the Project is subject shall include

a provision that if the Benefit Fee is not paid as part of the Transfer, the Foundation shall cause the homeowners association for the Project to place a lien on the Unit for the Benefit Fee, plus any interest, fees or expenses to collect such Benefit Fee, until the Benefit Fee is paid.

2. Runs with Land; Successors and Assigns. This Covenant, including the Benefit Fee, covenants, agreements, rights and obligations created hereby, (a) runs with the land and improvements constituting the Units, (b) does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, and (c) is binding on the Owner and Unit owners, their successors and assigns, and inures to the benefit of and is enforceable by the City and the Foundation (and others having or acquiring the rights reserved to the Foundation) against the Owner and the Unit owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

3. Recordation and Amendment. The Owner shall cause this Covenant to be recorded against the Units, as may be supplemented and added to from time-to-time, in the Office of the Wasatch County Recorder at the time of recording of the Plat. The Owner shall cause this Covenant to be amended and recorded against the Units in future phases prior to construction on the such phases and (i) prior to recordation of any all security instruments (deed of trust or mortgage), or (ii) together with a subordination agreement, subordinating the lien of any security instrument to this Covenant. No amendment shall be made to this Covenant without the prior written consent of the City and Foundation.

4. Waiver. No term or condition of this Covenant will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

5. Authority to Execute. Owner represents and warrants that as of the date of this Covenant, it is the fee owner of all of the Units and is authorized to execute this Covenant.

6. Construction. Owner acknowledges that it has reviewed and revised this Covenant with the assistance of counsel, and further acknowledges and agrees that any interpretation of drafting ambiguities or inconsistencies shall be construed in favor of the City.

[Signature Page Follows]

Dated this 28 day of JUNE, 2022.

OWNER:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: [Signature]

Its: AUTHORIZED SIGNATORY

STATE OF Utah)

COUNTY OF Summit)

The foregoing instrument was acknowledged before me on JUNE 28, 2022 by Bill Fincash the Auth. signatory of DEER CREST ASSOCIATES I, L.C., a Utah limited liability company.

Ruth Mather
NOTARY PUBLIC

Residing at: Kamas, UT
My Commission Expires: 10/25/22

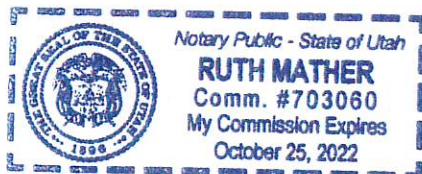


EXHIBIT A

Legal Description of Property

Unit WH-01, Unit WH-02, Unit WH-03, Unit WH-04, FOUNDERS PLACE CONDOMINIUMS, created pursuant to the Condominium Plat for Founders Place Condominiums recorded on _____, 2022 in the Office of the Wasatch County Recorder as Entry No. _____, together with an undivided interest in the Common Areas appurtenant thereto, as described and in accordance with the Declaration of Condominium for Founders Place Condominiums, recorded in the Office of the Wasatch County Recorder on _____, 2022 as Entry No. _____, in Book _____ at Page _____.

Tax Parcel No. _____