



**PARK CITY PLANNING COMMISSION MEETING  
SUMMIT COUNTY, UTAH  
July 12, 2023**

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

**MEETING CALLED TO ORDER AT 5:30 PM.**

**1. ROLL CALL**

**2. MINUTES APPROVAL**

- 2.A Consideration to Approve the Planning Commission Meeting Minutes from June 14, 2023  
[June 14, 2023 - Minutes Pending Approval](#)
- 2.B Consideration to Approve the Planning Commission Meeting Minutes from June 21, 2023  
[June 21, 2023 - Minutes Pending Approval](#)

**3. PUBLIC COMMUNICATIONS**

**4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES**

- 4.A Swearing in of Planning Commissioners Rick Shand and Christin Van Dine

**5. CONTINUATIONS**

- 5.A **Land Management Code Amendments** - Lot Combinations in Historic Residential Zoning Districts. (5 mins.)  
(A) Public Hearing; (B) Continuation to July 26, 2023  
[Lot Combination Code Amendment Continuation Report](#)

**6. WORK SESSION**

- 6.A **Wildfire Risk Assessment** (45 mins.)  
[Community Wildfire Risk Assessment Staff Report](#)

**7. REGULAR AGENDA**

- 7.A **2411 Country Lane and 28 Payday Drive – Plat Amendment** – The Applicant Proposes to Relocate the Lot Line between Lot 3 and Lot 4 of the Thaynes Creek Ranch Estates Subdivision - Phase 1. PL-23-05067 (20 mins.)  
  
(A) Public Hearing; (B) Possible Recommendation for City Council Consideration on August 22, 2023

Staff Report: 2411 County Lane and 28 Payday Drive  
Exhibit A: Draft Ordinance and Proposed Plat  
Attachment 1: Proposed Plat  
Exhibit B: Ordinance 2013-38  
Exhibit C: Lot 4A Potential Building Envelope  
Exhibit D: Lot 3A SFD Building Permit  
Exhibit E: Ordinance 2013-06  
Exhibit F: Richards/PCMC Annexation Plat  
Exhibit G: 2014 LMC, SF Zone Requirements  
Exhibit H: SLO Documents  
Exhibit I: Survey of Existing Conditions  
Exhibit J - Thaynes Creek Ranch Estates Subdivision -Phase 1

- 7.B **1325 Empire Avenue and Parcel SA-200 – Plat Amendment** –The Applicant Proposes a Plat Amendment to Amend the Knudson Subdivision and Parcel SA-200 and Re-Subdivide the Vacant Lots into Four Lots to Eventually Allow for Four Single-Family Dwellings. PL-22-05357 (45 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council  
Consideration on August 22, 2023

North Norfolk Plat Amendment Staff Report  
Exhibit A: Draft Ordinance 2023-XX and Proposed Plat  
Exhibit B: Existing Conditions  
Exhibit C: Property Photos  
Exhibit D: Park City Survey  
Exhibit E: Fire Access Easement  
Exhibit F: 2014 Knudson Plat  
Exhibit G: Resolution from 1980 re. Closure of Norfolk Ave  
Exhibit H: 10-16-80 CC Minutes RE Norfolk Closure Resolution  
Exhibit I: Resolution 11-82 Authorizing Norfolk Ave Property Trade  
Exhibit J: 04-22-82 CC Minutes RE Property Trade  
Exhibit K: Ordinance 14-03 Knudson Plat  
Exhibit L: 2014 Staff Report  
Exhibit M: Knudson Proposed Plat - PCFD Stamped  
Exhibit N: Fire Marshall Letter  
Exhibit O: Encroachment Agreement outlining snow removal terms 13th\_Norfolk 2003  
Exhibit P: Planning Director Setback Determination for Lot D  
Exhibit Q: Applicant Response to Planning Commission Questions for May 10 Meeting  
Exhibit R: Applicant Stair Cost Estimate  
Exhibit S: Streets Master Plan  
Exhibit T: Public Comment

- 7.C

**958 Woodside Avenue – Plat Amendment** – The Applicant Propose to Create Two Lots of Record in the Historic Residential - 1 Zoning District. PL-23-05561 (30 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council  
Consideration on August 22, 2023

958 Woodside Avenue Staff Report  
Exhibit A: Draft Ordinance and Proposed Plat  
Exhibit B: 958 Woodside Avenue Survey  
Exhibit C: Woodside Avenue Streetscape Visual



Exhibit D: Lot Ownership Map  
Exhibit E: Project Description  
Exhibit F: Letter from Synderville Basin Water Reclamation District

- 7.D **729 Rossie Hill - Conditional Use Permit** - The Applicant Proposes a Nightly Rental Conditional Use Permit for a Single-Family Dwelling in the Lower Rossie Hill Subzone of the Historic Residential Low - Density Zoning District. PL-23-05604 (20 mins.)  
(A) Public Hearing; (B) Action  
[729 Rossie Hill Drive Conditional Use Permit Staff Report](#)  
[Exhibit A: Draft Final Action Letter](#)  
[Exhibit B: Applicant's Statement](#)  
[Exhibit C: Lilac Hills East Subdivision](#)  
[Exhibit D: Draft Nightly Rental Agreement](#)  
[Exhibit E: Draft Covenants, Conditions and Restrictions](#)  
[Exhibit F: Public Input](#)  
[Exhibit G: Draft Parking Easement](#)
- 7.E **755 Rossie Hill Drive - Conditional Use Permit** - The Applicant Proposes a Nightly Rental for the Single-Family Dwelling in the Lower Rossie Hill Subzone of the Historic Residential Low - Density Zoning District. PL-23-05605 (20 mins.)  
(A) Public Hearing; (B) Action  
[755 Rossie Hill Drive Conditional Use Permit Staff Report](#)  
[Exhibit A: Draft Final Action Letter](#)  
[Exhibit B: Applicant's Statement](#)  
[Exhibit C: Lilac Hill East Subdivision](#)  
[Exhibit D: Draft Nightly Rental Agreement](#)  
[Exhibit E: Draft Covenants, Conditions and Restrictions](#)  
[Exhibit F: Public Input](#)

## 8. 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](mailto: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.**



**PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
JUNE 14, 2023**

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

**EX OFFICIO:** Rebecca Ward, Assistant Planning Director; Alexandra Ananth, Senior City Planner; Virgil Lund, City Planner; Charles Pearlman, City Attorney's Office; Mark Harrington, City Attorney

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**1. ROLL CALL**

Chair Laura Suesser called the meeting to order at approximately 5:30 p.m. She reported that all Commissioners were present.

**2. MINUTES APPROVAL**

**A. Consideration to Approve the Planning Commission Meeting Minutes from May 10, 2023.**

**MOTION:** Commissioner Van Dine moved to APPROVE the Planning Commission Meeting Minutes from May 10, 2023. Commissioner Kenworthy seconded the motion.

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

**B. Consideration to Approve the Planning Commission Meeting Minutes from May 24, 2023.**

**MOTION:** Commissioner Sigg moved to APPROVE the Planning Commission Meeting Minutes from May 24, 2023. Commissioner Kenworthy 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**

There were no Staff communications.

Commissioner Kenworthy thanked the Commissioners and Staff and stated that it had been a pleasure working with them and serving on the Planning Commission. In reflecting on the Liaison position he held on Transportation, there had not been a lot over the last couple of years, especially with COVID-19.

Commissioner Kenworthy wished to nominate Commissioner Frontero to take over his Liaison position for Transportation to serve with Chair Suesser. After some discussion regarding the timing of a vote on the nomination, Commissioner Kenworthy announced that he would resign today as Transportation Liaison and nominate Commissioner Frontero. City Attorney, Mark Harrington reported that Staff would put the matter on the agenda for the next meeting at which time the Commission could vote on Commissioner Kenworthy's nomination.

Commissioner Hall disclosed that concerning the HOPA Affordable Master Planned Development ("AMPD"), she serves on the Board of the Community Foundation, which held a regular Board Meeting the day prior where there was a presentation about HOPA. She noted that the Community Foundation is affiliated with affordable housing. Commissioner Hall reported that she left the meeting during the presentation.

Chair Suesser asked City Attorney Harrington to indicate whether it would have been appropriate for Commissioner Hall to attend that presentation. City Attorney Harrington stated that this is a small community and they all wear many hats, with non-profits in particular. He stated that the Commissioners should try to avoid one-on-one *ex parte* communications on administrative matters; however, oftentimes a Commissioner cannot avoid discussions or presentations made as part of a group setting. It would be on those occasions where a disclosure should be made at the meeting where the item was back before the Commission. He stated that the substance of the disclosure was to ensure that all parties have a fair opportunity to hear everything heard by a Commissioner before a decision is made.

## 5. CONTINUATIONS

### A. 729 Rossie Hill Drive - Conditional Use Permit - The Applicant is Requesting a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-23-05604.

Assistant Planning Director, Rebecca Ward, reported that the applicant requested additional time. Staff recommended continuing the item to June 28, 2023.

Chair Suesser opened the public hearing. There were no public comments. The public hearing was closed.

**MOTION:** Commissioner Van Dine moved to CONTINUE 729 Rossie Hill Drive – Conditional Use Permit, and the public hearing thereon to June 28, 2023. Commissioner Hall seconded the motion.

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

**B. 755 Rossie Hill Drive - Conditional Use Permit - The Applicant is Requesting a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-23-05605.**

Chair Suesser opened the public hearing. There were no public comments. The public hearing was closed.

**MOTION:** Commissioner Sigg moved to CONTINUE 755 Rossie Hill Drive – Conditional Use Permit, and the public hearing thereon to June 28, 2023. Commissioner Hall seconded the motion.

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

**6. REGULAR AGENDA**

**A. 741 Rossie Hill Drive - Conditional Use Permit - The Applicant is Requesting a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-23-05603**

Chair Suesser reported that the above item was withdrawn.

**B. 3267 West Deer Hollow Road - Condominium Plat - The Applicant Proposes 19 Market Rate Residential Units and One Affordable Unit as Part of the Phase II of the Founders Place Condominium Project. PL-23-05597.**

City Planner, Virgil Lund reported that the above item was a Condominium Plat for Founders Place, Phase II at 3267 West Deer Hollow Road. The project is located in Wasatch County and the Founders Place Phase II Plat was subject to the Master Planned Development (“MPD”) and Conditional Use Permit (“CUP”) approved on January 12, 2022. He added that the Phase II Plat was also subject to the 1995 Settlement Agreement and the Wasatch County Density Determinations.

Planner Lund reported that the Phase II Plat includes 19 market-rate residential units totaling 49,374 square feet, along with one affordable housing unit. A screenshot from the applicant’s website was shown to the Commission. Planner Lund indicated that it illustrates the Founders Place project in relation to the Deer Valley area. The proposed Plat Amendment will occur on Lot 2. He stated that the Founders Place Project as a whole was approved for 78 residential units for all three phases. The setbacks for the project were determined according to the Wasatch County Density Determination. The Density Determination requires a 40-foot setback from Deer Hollow Road and a 25-foot rear setback. Additionally, a Party-Wall Agreement was submitted for the side setback with Lot 1 because the buildings will be adjoining.

Planner Lund stated that the Founders Place Phase II Plat complies with the requirements of the Housing Mitigation Plan, modifications to the MPD, and the Multi-Unit Dwelling CUP with regard to Density, Open Space, and Affordable Housing obligations. The Park City Municipal Development Review Committee reviewed the application and did not require any Conditions of Approval. The Wasatch County Development Review Committee also reviewed the application and required the submission of a Storm Water Runoff Protection Plan.

Staff recommended the Planning Commission review the proposed Condominium Plat for Phase II, open a public hearing, and consider forwarding a positive recommendation for City Council's consideration on July 6, 2023. He noted that the applicant prepared a brief presentation and left it to the discretion of the Commission if more information is required. The Commissioners asked to hear the applicant's presentation.

The applicant's representative, Bill Fiveash from East West Partners, stated that they are very excited about moving on to Phase II of the project. He reported that Carder Lamb, Project Manager from East West Partners, had a 12-page presentation for the Commission that was recently shared with Mayor Nann Worell. The presentation focused on the status of Phase I, the plans for Phase II, and specifically the applicant's employee housing efforts.

A rendering of Phase I was presented to the Commission and it was noted that this project is below the St. Regis, which is a 13-story building at the top of the hill. Applicant Fiveash stated they began Phase I in October and it had been nothing but a nightmare given the weather this winter. He noted that while they had approximately 600 inches of snow on-site, they were able to stay on track and were only 30 to 45 days behind schedule. He lauded the General Contractor, SMC Construction, and noted that the applicant worked with Deer Valley for 20 years and was able to keep people skiing during construction.

Applicant Fiveash indicated that they still expect substantial completion in September of 2024 on this Phase, and presented a photograph taken in January. Phase I is comprised of three components including Edgar East and Edgar West, which are the two residential buildings, and the Polly, which is the amenity building. In mid-January, they were still going down into the ground on Edgar and were starting to pour concrete on Edgar West.

Applicant Fiveash presented an image that showed the status in May when there was still a lot of snow on the mountain. He commented that they were proud of SMC Construction and the work they were able to do with Deer Valley to keep the site and the community clean. He noted that it was remarkable that they had 600 inches of snow on site, and they were able to contain the mud. In Phase I, there are 32 residences, all of which are under contract with binding agreements with new homeowners. He estimated that they will close in October 2024. He added that Phase I included four one-bedroom employee housing units that are approximately 850 square feet each. These would be delivered at the same time in October 2024.

Applicant Fiveash offered up a Transfer Fee that would go toward the City's employee-housing effort and shared that when they close the residences in October 2024, the applicant would transfer a check for \$835,413 to the City Housing Fund. With regard to Phase II, Applicant Fiveash advised that the design was completed and they were ready to move forward. Phase II will have 19 residences that will go on the market this summer. They hoped to break ground by the end of the summer if they were able to get the Plat in place, as well as the sales. In the State of Utah, in order to have binding contracts they must have the Plat recorded, which also dictates when they can begin construction. Applicant Fiveash stated they hoped to have the Plat approved by the Planning Commission tonight and approved by the City Council at the end of the month.

If Phase II moves forward, he expected those residences to close in March 2025 and generate an additional \$540,000 in benefit to the Community Housing Trust, as well as a Phase II two-bedroom employee housing unit for a total of five employee housing residences in Phases I

and II. When Founders Place is complete, it will have 78 residences in three different Phases. There will be a total of six employee-housing units.

Applicant Fiveash shared that the cost of the six employee housing units in today's market numbers is \$7.3 million. He noted that it was something they want to do but added that it was a scary number as they move forward into the future and try to deliver additional employee housing. He clarified that the \$7.3 million was just the hard construction costs. He further explained that there was a 13% increase in the hard cost numbers for Phase I, received in July 2022, and the Phase II numbers received in February. They were well in the \$700 per square foot range to build these structures in Deer Valley.

It was noted by Applicant Fiveash that the good news was they would expect the Transfer Fee that would go into the Housing Fund through 2040 would generate approximately \$3.2 million. In addition, because the applicant only pledged half of the Transfer Fee on the original sale, the full Transfer Fee would go to the City. On all subsequent sales, half of it through 2040 would go to the City. He added that the remainder of the money would stay within the Founders Place Community Foundation and would be spent within the community. One of their goals was to engage the new homeowners at the same level they were all engaged in looking after the community. One of the ways to do that would be to encourage participation in charities. The Transfer Fee would fund the Community Foundation made up of those homeowners, and the Charter of the Community Foundation would be to benefit the community.

Applicant Fiveash stated that in total, he felt they would generate \$12.476 million in value through 2040 with the Transfer Fee and employee housing units. He stressed that it was important that they stay on track because if they get the project done, these benefits would happen.

In response to an inquiry from Commissioner Kenworthy, the applicant advised that the second homeowner percentage of the 32 units was 100%. Applicant Fiveash added that they were seeing a little change at Argent, which is a project that came before the Commission a few years ago. Two homeowners were spending a lot more time in their homes.

Commissioner Kenworthy recalled discussions regarding the Sunset Clause and noted that the applicant did not seem worried about that. Applicant Fiveash stated he was concerned since they still had 27 more units after this Phase. He mentioned that the lending environment in this community was very scary. The Phase I project was financed through Western Alliance Bank, which was a great lender; however, he wished they were not in the news.

Applicant Fiveash commented that the number of banks who want to lend on projects in the resort communities was down to virtually zero, and without their 40 years of experience and relationships they likely could not get banks to respond at this time. Project Manager Lamb added that this had broadened beyond the resort communities and was occurring across the entire nation. The banks have no money to lend because no one was paying off loans. He stressed this was a unique environment. Applicant Fiveash offered that they were lucky to be in a great community where with the 19 residences that would be brought into the market this summer, and the pre-sales in place.

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

Commissioner Hall asked about the timing for the recordation of the Party Wall Agreement. Planner Lund explained that was a Condition of Approval as part of Phase I, and the applicant submitted the Party Wall Agreement, which would be reviewed by the City Departments. He felt that the Party Wall Agreement would be submitted for recordation with the County just before the Mylar was to be submitted. Commissioner Hall asked if the plat notes for Phase I would be copied over to this proposed Plat. Planner Lund explained that Phase II would have separate plat notes, and that would essentially mirror the Phase I plat notes. Project Manager Lamb confirmed that the requirements of the Phase I Plat were copied onto the Phase II Plat.

Commissioner Frontero asked if the plat notes would be a part of the recording with the County. Project Manager Lamb confirmed that they would be part of the recorded document.

**MOTION:** Commissioner Kenworthy moved to forward a POSITIVE recommendation for the City Council's consideration on July 6, 2023, for 3267 West Deer Hollow – Founders Place Phase II Condominium Plat, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as follows:

### **Findings of Fact**

#### **Background:**

1. The Founders Place Phase I Condominium Plat was approved by the Park City Council on January 27, 2022, and recorded with the Wasatch County Recorder on July 5, 2022.
2. The Founders Place Phase II Condominium Plat includes 19 market-rate condominium units and one affordable unit.
3. The Founders Place Phase II Condominium Plat complies with the Recreation Commercial Zoning District requirements.
  - a. The Founders Place Phase II Condominium Plat complies with the Front, Rear, and Side Setback Requirements.
  - b. The Founders Place Phase II Condominium Plat complies with Open Space requirements established in the Master Planned Development Review.
4. The Founders Place Phase II Plat complies with the requirements of the Land Management Code, Housing Mitigation Plan approved by the City Council on June 28, 2022, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit which were approved by the Planning Commission on January 12, 2023.

### **Conclusions of Law**

1. There is Good Cause for the Founders Place Condominium Phase II Plat because it complies with the requirements of the Master Planned Development Modification and Multi-Unit Dwelling Conditional Use Permit.

2. The Condominium Plat is consistent with the Land Management Code, including Chapter 15-2.16 Recreation Commercial Zoning District, and § 15-7.1-6 Final Subdivision Plat.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Condominium 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 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 with Wasatch County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction.
4. The City Engineer shall review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.
5. 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 condominium Mylar for the one affordable unit within Phase II. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium Mylar.
6. No Certificate of Occupancy for any market-rate unit for Phase II shall be issued by the City until the affordable unit required for Phase II is complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
7. Site plans and Building Design must resolve snow release issues to the satisfaction of the Chief Building Official prior to issuance of a Building Permit.
8. The submitted Storm Water runoff protection plan must be approved by Wasatch County prior to building permit issuance.

Commissioner Hall seconded the motion.

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



**C. Huntsman Estates – Plat Amendment – The Applicant Proposes to Amend Plat Note 3 to Clarify the Building Envelope and Limits of Disturbance Shown on the Huntsman Estates Plat. PL 23-05540.**

Senior City Planner, Alexandra Ananth, reported that the applicant was attending remotely, and would offer a presentation after Planner Ananth's report to the Commission. She advised that Huntsman Estates is a 15 Lot Subdivision approved by the City Council in July 2020. It consists of a 40-acre site located off of Royal Street up towards the Silver Lake community. The property is zoned Residential Development ("RD") and is located within the Deer Valley MPD.

Planner Ananth presented an image of the recorded original Subdivision, which includes 15 Lots and a Common Area parcel. The original Huntsman House remained on Lot 12, which is larger than the rest of the Lots. Two additional lands might be developed in a future phase. She reported that Limits of Disturbance ("LOD"), Maximum House Size, Significant Vegetation, and Neighborhood Compatibility were all topics of discussion at both Planning Commission and City Council meetings held on this project. At the time of application, the applicant strongly opposed a Maximum House Size limit, and noted there were no limits in the Deer Valley MPD.

Planner Ananth advised the Plat was originally approved with Building Envelope ("BE") LODs, which were the area within which a house could be built. She noted that it was somewhat unusual that the Building Envelopes and the LODs were combined on the Plat, and it placed the responsibility on the applicant or eventual homeowner to build within the LOD. She noted that it was more typical that the Plat would show either the Building Envelope or the LOD, and they were not usually combined. The combination of the Building Envelope and the LOD had caused some confusion for the buyers and architects of these Lots. She explained that LODs were typically larger and extended out from the Building Pad and Building Envelope, to allow for temporary construction disturbance beyond the Building Envelope that would be re-vegetated after construction.

Planner Ananth stated that Condition of Approval 7 of the original application read as follows: "A plat note shall indicate that all Buildings must be within the LOD area shown on the Exhibit dated 4/15/20. Minor adjustments to the LOD are allowed by the Planning Director so long as the size of the LOD area on the Lot remains the same." She explained that when this plat note was transferred onto the Mylar, it was written down as BE/LOD, and that was how the Plat was recorded.

In response to an inquiry from Chair Suesser, Planner Ananth stated the reference to BE/LOD was not in the Conditions of Approval; however, the Plat Note that was transferred to the Mylar and recorded stated that all buildings must be within the Building Envelope's Limits of Disturbance shown on the Plat. She presented an exhibit that was submitted as part of the original approval, which addressed Lot Area and the LOD. She calculated the BE/LOD in terms of square footage and noted that LODs ranged from 9,148 square feet to just over 25,000 square feet depending on the Lot Size.

Planner Ananth advised that the applicant has proposed to modify Plat Note 3 to exclude driveways from counting toward the Building Envelope LODs. She explained that because the Plat did not show driveways, Staff had been interpreting it as applicants were allowed a certain amount of disturbance, and the driveway had to come out of the LOD. She reiterated that the applicant's proposal was to clarify that driveways be excluded. She reported that the applicant also proposed that the BE/LOD would become the Building Envelope, and allow for temporary

construction disturbance for 10 feet beyond the Building Envelopes. As a concession, the applicant proposed to limit Maximum Home Size to 12,000 square feet. She noted the applicant was not originally inclined to limit the Maximum House Size.

Planner Ananth presented to the Commission an illustration to show the impact of the applicant's proposal. She noted that the black outline on the graphic was the BE/LOD on the recorded Plat. In order to build a house within the BE/LOD, the Building Footprint would typically have to be smaller. She outlined the typical Building Pad in green on the graphic. She explained that the applicant proposed that the black outline on the graphic become the new Building Envelope, and therefore they would be allowed to expand beyond that with temporary construction disturbance ten feet out from the Building Envelope.

Planner Ananth stated that the applicant noted the original LODs were fairly restrictive and were more restrictive than the standard RD Side Setbacks of 12 feet. She advised that they kept the Building Envelopes towards the front of the Lots to prevent long driveways and more site disturbance. Staff spent a lot of time with the applicant on this application trying to arrive at a compromise. With regards to the original proposal, Staff had concerns that the House Size was limited to 12,000 square feet rather than the Lot being limited to 12,000 square feet of total construction. She explained that even if limited to 12,000 square feet, the Gross Residential Floor Area would exclude things such as unenclosed areas like patios and decks, 600 square feet of the garage area, and all basements below grade. Accessory Buildings are not limited in number, and it was not clear if they would count against the Gross Residential Floor Area.

Planner Ananth reported that the Planning Department's general consensus was that the LODs gave ample opportunity for reasonable-sized houses, and the applicant had shown that the average house size in the surrounding neighborhood was approximately 7,000 square feet. Therefore, a 12,000-square-foot house was larger than the average house size in the area. She noted that the Planning Commission tried to limit home sizes initially, and 10,000 square-foot limits were considered in order to be consistent with Red Cloud. Because the Commission discussed protecting Significant Vegetation at length, expanding beyond the LOD would increase Site and vegetation disturbance.

In order to try and deal with some of these issues, Planner Ananth stated that they compromised on Plat Note 3, and proposed the following:

All Lots shall be limited to a Maximum Gross Residential Floor Area of 12,000 square feet, including all Accessory Buildings/Uses, and all development must occur within the Building Envelope. Limits of Disturbance may not extend beyond 10 feet from the Building Envelope. Driveways, utility corridors, paths, and drainage features are exceptions to this restriction. Driveways shall not exceed 20 feet in width. The LOD must be re-vegetated prior to the Certificate of Occupancy. The Gross Residential Floor Area shall be defined per the Land Management Code, except that no more than one basement level shall be allowed on any Lot. Basement shall also be defined by the LMC. Residential Development Lot and Site requirements, including Setbacks and Building Heights, shall continue to apply to all Lots. Lot 12 would be excluded from the Maximum Gross Residential Floor Area.

Planner Ananth stated that the proposal to modify Plat Note 3 complied with the LMC requirements for the RD District, and the Planning Commission should discuss if they could find

good cause for the proposed Plat Amendment. She concluded her presentation to allow the applicant's team present to the Commission.

Benjamin Wu advised that he was appearing on behalf of the developer. He introduced Michael Demkowicz, Alliance Engineering, Paul Huntsman, and Greg Gendrin, Stein Eriksen Lodge. He mentioned that the property was branded and run by a Stein Eriksen team, and was known as Stein Eriksen Estates. The architectural team for Lot 2 was also present to answer any questions.

Applicant Wu felt that Planner Ananth's presentation was a fair representation of what they had been working through. He stressed that they were coming into this as a clarification of the Plat Note, and he felt it was something that did not come to light until the Lot owners were looking to build their homes. There was a difference of opinion as to how to interpret certain Plat Notes, which ultimately led to this point of trying to find a clear guideline as to how to design and build a home.

Applicant Wu also stressed that this was not an attempt to try and build larger homes. It was not the applicant's intent to have big homes on the property, and they had also approached this by recognizing there were no limits in the neighboring areas such as American Flag. They would like to keep that approach, but at the same time, they do not want a neighborhood of fifteen 12,000 square-foot homes. When they ultimately set up this Plat with that intention in mind, he explained that they intentionally set their Building Envelopes to be more restrictive on the length of the LODs. They did not want to take the approach of setting the typical 12-foot Setback; rather, they extended it to 20 feet because they did not want homes right next to each other. He explained that they approached it as though it was the Building Envelope and not necessarily the LOD, which is where the confusion started. As homes were being designed, owners were finding it harder to build within those guidelines without a clear definition of what those lines were.

Applicant Wu stated that ultimately, they were creating larger Setbacks to ensure that the homes would not be so large. He also pointed out that the Lots were fairly slanted, so despite the LOD being larger than in neighboring areas, the actual buildable space was not quite as large as the Envelope would indicate. He reiterated that this would provide a good clarification for the neighborhood, but at the same time, they were willing to set a Maximum House Size limit to ensure that homes would not get out of control and there would be no gamesmanship with the language.

Applicant Wu expressed appreciation for Planner Ananth's work and collaboration on this application and felt it would be a fair amendment to be considered.

Engineer Demkowicz advised that the slides he prepared were presented by Planner Ananth. He added that they had a 3-D model available.

Chair Suesser asked to see the recorded Subdivision Plat, and specifically the Plat Notes. Planner Ananth read Plat Note 3 on the recorded Subdivision Plat as follows: "All Lots are limited to single-family dwellings and accessory units. All buildings must be within the Building Envelope/Limit of Disturbance shown on the Plat. Minor adjustments shall be allowed by the Planning Director so long as the size of the Building Envelope/LOD remains the same."

Planner Ananth advised that when they permitted one house in the Subdivision, they made a small adjustment that reduced the size of the Building Envelope/LOD. The owner was also required to subtract the driveway area from the Building Envelope/LOD. She added that the other Lots that were getting closer to permitting had essentially asked for this Plat Amendment.

Chair Suesser asked if the Lot sizes and Building Pads shown on the recorded Plat were the same as Exhibit C submitted by the applicant that showed the Open Space calculation. Planner Ananth answered in the affirmative. She reported that she picked up on that issue and believed that the requirement was that the development maintain 88% Open Space. Planner Ananth explained that because Lot 12 was so large, the applicant was able to maintain the required percentage.

Chair Suesser asked if expanded LODs would allow the applicant to maintain 88% Open Space. Planner Ananth advised that the LOD would be re-vegetated and would not count against Open Space; rather, only the Building Envelopes would count against Open Space. With total Building Envelopes of 183,000 square feet worth of Site Disturbance, the applicant would still maintain 88% of the total 40-acre site.

Commissioner Kenworthy asked if that calculation included the two Lots. Planner Ananth responded that the two Lots were counted as 100% Open Space now because there was an adjacent parcel owned by the Huntsmans that could potentially be donated. Applicant Wu commented that the Site only has 15 density units, and the Huntsmans own the 20 acres to the north that border Marsac. He stated that at the right time, they would like to have the conversation about putting that land into some sort of Conservation Easement with the City. Currently, there was a private trail across that land. He stated that Land A and Land B were not entitled or platted as buildable Lots. He noted that an Accessory Unit on Land A was part of Lot 12.

Chair Suesser referenced the 4x4 trail mentioned in the applicant's Exhibit C and noted she did not see that trail in the original Subdivision Plat. Applicant Wu advised that on Lot 3, they planned to install the trail that goes across Lot 3. Currently, the trail drops people off at the end of Marsac Avenue and follows Marsac Avenue down to Old Town. The trail splits off onto the 20-acre Huntsman property, and they do not maintain it. They would like to connect that trail so that it would go from Old Town to Royal Street.

Chair Suesser expressed surprise that this was not part of the initial approval. Planner Ananth noted there was a dirt road running through the Subdivision that follows the Snyderville Basin sewer line. She stressed this was not an active trail. Chair Suesser referenced a note on Exhibit C that noted a relocated 4x4 road. Applicant Wu explained that the trail seen on the map used to be the trail they used to maintain the property. Because the Lots go over that trail, they placed the trail on the side in the new drawing.

Planner Ananth noted there was an active hiking/biking trail that crosses the applicant's property for which they granted an easement in Phase I. That trail was dedicated to the City prior to recording the Phase I Plat, along with a \$25,000 contribution for the City to maintain that trail. She confirmed there was an active recreation trail on the side, and then a private trail seen in the aerial image.

Chair Suesser wondered when the trail was put in and for what purpose. Planner Ananth recalled that the trail had existed for a long period of time. Applicant Wu explained that the

thought process was that they were thinking of putting in a 4x4 trail, as there was no easement in place for that trail.

Chair Suesser wanted to know how the relocated 4x4 trail outside the Subdivision came about, and whether the applicant would construct the building sites using the 4x4 trail rather than Legacy Road. Applicant Wu did not feel that the 4x4 trail would be built. Planner Ananth understood that was access to the sewer line, and it was not proposed to remain.

Applicant Huntsman agreed with Planner Ananth and added that the trail seen on Google Maps was not going to be used for construction. He described it as an old trail that went back to the early to mid-1980s.

Commissioner Van Dine understood that the Plat Amendment would restrict the House Size to 12,000 square feet on all subsequent Lots, but there would be no restriction on the Lot 12 home expansion. Planner Ananth stated that as written, Commissioner Van Dine's understanding was accurate. Commissioner Van Dine wanted to address this issue.

Commissioner Sigg asked if the definition of Basement included everything below grade and not opening out. He specifically referenced downhill Lots and wondered if they were referencing basements that were truly subterranean or basements that had three subterranean walls and periscope windows looking out to find the grade at a lower elevation on the site.

Planner Ananth explained that if it met the definition of a Basement, it would not be counted. She read the definition of Basement as follows: "Any floor level below the first story in a building. Those floor levels in buildings having only one-floor level shall be classified as a Basement unless that floor level qualifies as a first story. Basement Area below Final Grade is the area located under a ceiling that it below Final Grade." Therefore, she advised that if a Basement were below Final Grade it would not count; if it a Basement was partially above Final Grade, she believed a portion of it would count towards square footage.

In response to Chair Suesser's inquiry regarding the driveway, Planner Ananth explained that a driveway that was located inside the Building Envelope would not count; only the area connecting the Building Envelope to the Right-of-Way would count. She confirmed that it would be only that section that would be subject to the 20-foot limit. Planner Ananth added that if an owner wanted to use a portion of their Building Envelope as a carport area that would be allowed within the LOD, but it would not count as part of the Building's square footage. Chair Suesser observed that currently, the driveway would count, and noted the distinction was that they wanted to exclude driveways.

With respect to driveways, Commissioner Frontero asked where the confusion was in Plat Note 3, which excluded driveways. Planner Ananth offered that there was no confusion with regard to the driveway area; rather, the confusion was that architects were looking at the BE/LOD as the BE and designing houses to the BE, thinking they could have LODs outside of the BE. Planner Ananth stated that they had been clear that the connection of the driveway would not count against the total allowed LOD. She agreed there was no confusion that way it was currently written that the driveways were not excluded.

Commissioner Frontero observed that the applicant was now asking for exclusion of the driveways. Planner Ananth mentioned that in other Subdivisions, it was more typical that the Plat Note discussed whether driveways were counted or excluded from LOD. Commissioner

Frontero responded that other Subdivisions also have Maximum Square Footages in place, and he did not necessarily see any consistency with that argument.

Applicant Wu commented that the Note did not address driveways. The only neighborhood in the area with a Maximum House Size was Red Cloud. Huntsman Estates was closer to American Flag than Red Cloud, and every neighborhood in the periphery was the same way.

Chair Suesser found it interesting that they went to the trouble of noting the driveway easements necessary for the three southern Lots. It was noted by Engineer Demkowicz that those three Lots were on the hillside above Legacy Way, and the road in front of those Lots was lower than the terrain where the building would be ideally placed. Therefore, on the original Plat, they created driveway easements, which they wanted to maintain in this Plat Amendment. The idea was that Lot 15 could start a little higher on Legacy Way across the Open Space parcel, which would allow the driveway at an elevation that would have been less accessible if they did not have the driveway easements. He added that also spoke to the reason they wanted to be careful about having too much of the driveway area count towards the Building Envelope. He reasoned that Lots 13, 14, and 15 would need a slightly longer driveway to get to the ideal position on the Lot. Some of the Lots off the cul-de-sac on the other side of the Subdivision would require some minor modifications to allow them to be away from each other. If they have a longer driveway to allow for this situation, they would not want an excessive amount of the driveway to be counted towards the Building Envelope size.

Engineer Demkowicz stressed that this was why they wanted a clear distinction for these homes to build driveways, and for Lots 6 – 11 it would be difficult to build extravagant driveways and be able to build the house they want to build. He felt that the Lots on the hill would have longer driveways to allow for them to be positioned above the neighbors' homes. Additionally, longer driveways would be needed at Lots 2 and 3 to get more separation between those homes. For a majority of the homes, however, driveway lengths or areas were not too much of a concern or would be too excessive because it would take away from the owners' ability to put in a house and landscape features.

Commissioner Hall asked if they were proposing to draw LODs around the Building Envelopes, or whether they were just amending Plat Note 3 to clarify the Building construction activity. Planner Ananth explained that they would adjust Plat Note 3 to clarify that what was shown on the Plat was Building Envelopes rather than BE/LODs and that the LOD would be allowed 10 feet beyond the Building Envelope.

Commissioner Johnson sought clarification that they would add a 10-foot buffer around the existing BE/LOD that would be the LOD and the existing depiction on the Plat would be the Building Envelope. Planner Ananth confirmed. In terms of the 12,000-square-foot limit, Commissioner Johnson asked how it would affect the chart included in the Staff Report. He observed that at face value, half of the homes would be allowed to go above 12,000 square feet. Planner Ananth explained that the additional column depicted the square footage of what would be classified as BE; therefore, Lot 2 would have a very extensive Building Envelope of 25,000 square feet. A 12,000-square-foot house could easily fit within that existing BE; however, on some of the smaller Lots where the LOD was limited to 9,000 square feet, the footprint of the house would push the envelope in terms of the Building Envelope.

Planner Ananth reiterated that all Lots would be limited to 12,000 square feet, with the exception of Lot 12. The applicant added that this chart reflects the smaller Lots where an owner would

not realistically build up to the 12,000 square foot maximum because it would not fit. The reason the applicant wanted to keep it at 12,000 square feet was there were only a couple of Lots where they could build to that size.

Commissioner Johnson expressed comments that were largely inaudible.

Commissioner Hall sought confirmation that the new language for Plat Note 3 would state that the outline was the Building Envelope on the existing Plat. Planner Ananth agreed and stated further that the footprint of the house would be required to be contained within that outline. With regard to Footnote 13 on the existing map, Commissioner Hall noted that it also referenced the Building Envelope/LOD. For consistency, she suggested removing reference to BE/LOD in the future and felt it was confusing to have BE/LOD. She wondered if there was a way to clarify that it was the Building Envelope that was around it. In the second sentence, she would change the language from "this restriction" to "exceptions to this LOD" to clarify that the restrictions were in reference to the LOD.

Commissioner Hall supported maintaining the language in prior Plat Note 3 that allowed the Planning Director the authority to not change the limit but could approve minor tweaks. She would also be in favor of not allowing Lot 12 to increase its square footage over what currently existed. Commissioner Van Dine added that would include outbuildings. Chair Suesser noted there was an existing garage on Lot A. Commissioner Hall felt that a 12,000-square-foot home was pretty intense for a majority of the Lots that are on a half-acre. She would be in favor of at least limiting it to 12,000 square feet, as proposed. She felt that even with the Setbacks, 12,000 square feet seemed like a massive house. She commented that it was an error to not include the driveways in the Plat Note, especially since it was also an error to include BE/LOD. She would like to correct this.

Chair Suesser agreed with Commissioner Hall's comments about the 12,000-square-foot limit and did not view it as a concession. Commissioner Sigg interjected that he was still concerned about the definition of a Basement, and the habitability of what might be defined as a Basement. He stated that every diagram in the Code shows exactly the scenario and makes a distinction between a first floor and a Basement. If Basements were excluded, and a Basement had a 5,000 square foot footprint, an owner could add 5,000 square feet to the 12,000 square foot maximum. He added that could be 50% of the 5,000 depending on the slope of the hill and how much was below grade.

Chair Suesser asked Commissioner Sigg if he would be amenable to a 12,000-square-foot Maximum House Size inclusive of Basement. Commissioner Sigg stated he was not as concerned with the 12,000 square foot limit as he was about how a Basement could be construed as adding square footage, especially on a downhill Lot.

Chair Suesser noted that the Planning Commission would need to make a finding of Good Cause, and she requested the Commission to think about if the developer made the public trail connection as a public benefit that would help them get to the Good Cause needed for this application.

Commissioner Frontero reviewed the notes from 2020 to familiarize himself with that process. He noted there were a lot of discussions before the Planning Commission and City Council about protecting Significant Vegetation. He sought clarification that the amended Plat Note 3

would add an additional ten feet to the LODs on each of the Lots. Planner Ananth confirmed that was correct.

Commissioner Frontero felt this was counter to the 2020 discussions regarding limitations to help protect Significant Vegetation. He understood the applicant proposed re-vegetation; however, he observed that was not the same thing. He considered this to be a major disturbance and offered to add up the square footage of that extra 10 feet over 14 Lots. Commissioner Frontero stated this would be a new disturbance that was not granted in 2020. He expressed concern about allowing an additional 10 feet around each Lot's LOD.

Applicant Wu stated it would come down to an interpretation; from the applicant's perspective, they viewed this as a Building Envelope, therefore whether it was 10' or 15' outside the Building Envelope, that was contemplated when they initially recorded the Plat. He felt it was difficult to state that this was new land they were planning to disturb when the applicant felt that this was land that was already agreed to be disturbed. This illustrated the disagreement of whether this was the Building Envelope or the LOD.

Engineer Demkowicz stated they would not be adding 10 feet to the entire perimeter of the rectangular shapes on the drawing; rather, the 10 feet were to allow for the construction of the house. They needed to be able to place the building lines at the Building Envelope and build the house. Without a temporary construction disturbance, they would have to build the house from the inside. They would therefore have to move the building lines in even further than intended, and by setting those additional Side Setbacks of 20 feet, they were already trying to place the buildings further away from each other. He stated that it would not be a 10' disturbance around the perimeter of the entire Building Envelope, other than the disturbance necessary to build the structure. Where they have landscape features, site features, and patios, there would not be a need to disturb significantly beyond those areas because those areas could be built with less disturbance. He stressed that a house needs to be built with access around the perimeter, and that was the intent of the 10-foot disturbance.

Commissioner Van Dine observed that the 10 feet of disturbance might be required on the smaller Lots; however, Lots 2 – 5, and 13 have pretty large Building Envelopes. To grant these Lots 10 feet more on the already large Building Envelopes seemed excessive.

She acknowledged the applicant's intent in this regard but noted that the applicant would not be limited by the 10-foot disturbance around the entire perimeter. Commissioner Sigg asked if there were owners who had already designed their houses. He opined that it likely was these designs that dictated the need for the 10 feet. If they changed the design, they might not need the 10 feet.

Commissioner Sigg agreed that 10 feet around the house would be needed for construction activities; however, they were looking at houses that were already designed, and now the applicant had requested the additional 10 feet to conform to the designs, rather than designing to the criteria of the Lot.

Chair Suesser commented that this led her to believe that these were LODs and not Building Envelopes, because the homes had not yet been designed. Initially, the developer wanted a Plat in place, yet they had not designed the homes. She felt this meant that they were LODs, not Building Envelopes.



Planner Ananth offered her belief that there was a misunderstanding between the applicant and Staff. She always interpreted those as LODs, but it was fair to say the applicant interpreted them as Building Envelopes or Building Footprint Pads.

Applicant Wu highlighted that was the reason they set the Setbacks longer than those required in the RD zone. Engineer Demkowicz agreed and stated that if they had anticipated this discussion, they probably would not have set a Building Envelope at 20 feet and/or potentially would not have created Building Envelopes, to begin with, and keep these as 15 Single Family Lots. He added that the idea of the Building Envelope was to create a little more space between the Lots and position the homes more appropriately, but not at the detriment of an architect designing a house that the owner liked. He noted the houses would have to continue to decrease in size because they would have to account for the track hoe being operated on the BE/LOD. If they were to call it an LOD, they would have likely asked for more area definitely on some of the smaller Lots.

Applicant Huntsman stated that the smaller Lots would have their houses significantly impeded by not having a new Plat Note 3 that would bring more clarity to the Plat.

Commissioner Kenworthy referenced Commissioner Sigg's comments about the 12,000 square feet being inclusive of the Basement, especially on the very small Lots. He stated that if he were an owner of one of the small Lots, he would want to keep the Significant Vegetation between the Lots. He noted that some of those Lots had some very nice views, and there was some older Significant Vegetation towards the back of Lots 5 - 11. Commissioner Kenworthy wanted assurances that this Significant Vegetation would not be disturbed, and he would not want to see an extra 10 feet of disturbance, especially on the back of those Lots. He understood and appreciated that the applicant provided 20-foot Side Setbacks. He imagined the contractors and designers would try and keep the Vegetation on the back of those Lots.

Commissioner Kenworthy felt that the discussions referenced by Commissioner Frontero related to the Significant Vegetation at the back of these smaller Lots. The 12,000 square feet was a trade-off, especially on the bigger Lots; he noted that an enormous house could be built on Lot 3. Commissioner Kenworthy would like some definition of these issues and echoed Commissioner Hall's statement that we do not want to keep coming back on this issue.

Chair Suesser recalled that a visual analysis was done due to the concern that they would see these homes looming over Old Town. She noted that the Maximum House Size in the visual analysis was 10,000 square feet, which was consistent with the Maximum House Size at Red Cloud. She felt the Commission should consider this when considering the applicant's request for a Maximum House Size of 12,000 square feet.

Engineer Demkowicz understood Chair Suesser's point, and noted that this development was not seen from all of the vantage points listed in the LMC, including the bottom of Main Street. He stated that was the vantage point they spent some time on in the Sensitive Land Overlay Analysis for the original Plat. He stated that in 2020, they did modeling when they used 100' x 100' rectangles as a footprint. With an increase to 12,000 square feet, the houses would still not be seen from the Vantage Points in the LMC. In general, he noted that this Site is very isolated from adjoining areas, and not too many would be impacted by an increase from 10,000 to 12,000 square feet. The neighboring communities largely would look down on this neighborhood, as opposed to being within their view.

Engineer Demkowicz stressed that these homes would not be in a location to be seen regularly by everyone in town. He felt that no one would know the difference between a slightly larger house on this particular Site due to its location.

Chair Suesser asked if the Vantage Points in the LMC changed since 2020. Planner Ananth stated that they had not; however, the Visual Analysis from 2020 showed there was very limited visibility of the Site. Commissioner Frontero observed those conclusions were based on 10,000 square foot homes.

Commissioner Hall referenced Commissioner Kenworthy's comments regarding the north end of the property in terms of the Building Envelope and LOD. Engineer Demkowicz showed a graphic to the Commission, and noted that the west side Lots looked down into Old Town. The graphic showed where the applicant set the Building Envelope and the additional area given by the applicant on the Side Setbacks. He stated there were only a handful of trees that were directly outside the Building Envelope line, and they likely would not see a significant number of trees removed. He noted that if there were sensitive trees, they would likely be on the edge of the Lot and therefore maintained.

With regard to the side yards, Engineer Demkowicz stated that part of the reason they set the 20-foot Side Setbacks was to allow them to keep some of the large, mature trees between the homes. If the Side Setbacks were at the zoning requirement of 12 feet, he expressed concern that homes would have to be built at the Lot line, and the trees on the Lot line would have to be removed. By having a 20-foot Setback, the intent was to provide space to maintain some of the mature trees.

Commissioner Sigg asked if there was an exhibit prepared that identified the Significant Vegetation. The applicant understood that would be handled at the Building Permit stage. Each Lot would identify each Significant tree, and which trees would be removed. It would be difficult to do this at the time of the original Plat, and today, to anticipate the various creative architectural floor plans.

Commissioner Sigg would like to see some sort of identification of Significant trees. He suggested a site visit to see what was present and commented that if they knew what was there, they could see the true impact of granting the applicant's request. He stated that everyone would be required to re-vegetate; however, many of the evergreens were big trees. He was not that opposed if there was a really good plan, but he wanted to see what major trees would be removed and what the giveback for those might be. He also would like to see what Lots might be excluded from the expansion of the LOD because of those trees. He reiterated that it would be helpful to his decision to know how the expansion of the LOD beyond the Building Footprint would impact the Significant Vegetation. Chair Suesser commented that this was all contemplated in the Visual Analysis from 2020, and the restrictions on the LODs so the Significant Vegetation would be maintained. She observed that the applicant's request would change a lot of what was already determined about this Subdivision.

Commissioner Hall asked if the Commission wanted to include language that Significant Vegetation could not be removed outside of the Building Envelope. She asked if the Commission agreed that the large trees on the north end of Lot 10 should be preserved. She then commented that Lot 2 had scrub Oak.

Commissioner Sigg felt the context was the number of trees. He recognized that they had to do what they needed to do for construction, but if they were talking about 100 trees that were 50 – 60 feet tall that was a different story. He noted that they were already losing many of those trees at a rapid rate.

Commissioner Hall asked if there was interest in a Condition of Approval stating that No Significant Vegetation could be removed outside of the Building Envelope, even if the builder could have construction activity within the 10-foot extension. Commissioner Van Dine was agreeable with that language.

Commissioner Sigg noted the builder could boom crane materials into the Building Envelope.

Chair Suesser opened the public hearing.

*Josh Arrington* stated that he works with Upwall Design, and was one of the architects that went through the planning process and was surprised by the limitations on these Lots. He opined that applicant's proposal was a good way to clarify the Building Envelope versus the LOD because when they see Lots on the Plat that do not connect to the road, they initially determine that a driveway would require an exclusion. He reported that the current Plat Note reads as though the Planning Director would have to approve every single Lot because there would be a Building Envelope adjustment for each Lot. Speaker Arrington did not believe that was the intent. He added that his client owned Lots 7 and 8, and wanted to ensure that there would not be any other surprises moving forward. Speaker Arrington noted the addition of requiring re-vegetation before issuance of the Certificate of Occupancy. He agreed there needed to be some sort of contingency on re-vegetation, but the concern was if the house was completed in January, re-vegetation could not occur until May or June. He wondered if there was a way to add a note that would provide a 6-month grace period and would allow for the recording of a bond to ensure that re-vegetation occurs within that time period.

Speaker Arrington added that the Plat required that each Lot obtain their own Arborist Report to label and indicate which trees were Significant, and which trees needed to be saved. He also mentioned a Note regarding the fire safety of having a certain distance from the Building Envelope. He reiterated that his primary concern was making sure there was a means for re-vegetation if a project was completed during the winter season.

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

Chair Suesser asked Planner Ananth if Staff ever suggested that they just exclude the driveway connection to Legacy Road. She observed that would get the applicant to where they needed to be. Planner Ananth indicated that Staff proposed the applicant exclude the driveway connection. Applicant Wu stated that would be the applicant's more pressing issue. He stated that if there was a possibility to do that first while they focus on the other issues, that would address the Lot owners' concerns that there be an exclusion for the driveways so they could proceed with their building plans.

Commissioner Kenworthy did not have an issue with that and felt that Speaker Arrington made a good point about the Certificate of Occupancy for homes completed in the winter. He suggested a Condition of Approval that would allow an owner who completed their home during the winter to get a Certificate of Occupancy and bond something over until spring.

Commissioners Hall and Van Dine agreed. Chair Suesser added that she would require a Re-Vegetation Plan along with the bond.

Commissioner Frontero asked if a six-month time frame would be sufficient. Applicant Wu felt that would be acceptable.

Commissioner Hall referenced Water Wise Landscaping and recalled that five-feet outside the house was required to be a clear area that would not be re-vegetated from a fire safety standpoint.

Assistant Director Ward explained that with any Significant Vegetation impacted by the requirements of the Wildland Urban Interface Code, the owner would be required to come up with a replacement plan that would be reviewed by the Forestry Board. There would be a distance required between the structure and some of the Significant Vegetation. She confirmed that there would be reasonable flexibility for when owners re-vegetate.

Chair Suesser observed that the Commission was moving in the direction to amend the proposal. She mentioned the discussion regarding the inclusion of any Basement square footage within the 12,000 square-foot Maximum Home Size. There was consensus for this, as long as they could define Basement.

Commissioner Frontero asked Planner Ananth to re-read the definition of Basement. Planner Ananth stated that a Basement was any floor level below the first story. Those floor levels in buildings having only one-floor level are classified as a Basement unless it qualifies as a first story. Commissioner Frontero understood there was a consensus to include Basement included in the 12,000 square feet, and accepted Planner Ananth's suggestion that the 12,000 square feet Maximum would be on the Lot, not just the Building. Planner Ananth confirmed that if additional Accessory Structures were built, they would count toward the total square footage.

Commissioner Van Dine also mentioned discussions regarding limitations on the house size on Lot 12 to its current square footage and outbuildings, with no expansion. Chair Suesser expressed disagreement with that, given the size of the Lot. Commissioner Van Dine stated that it was already a 22,000-square-foot house.

Chair Suesser noted the house on Lot 12 was very isolated, and she did not see the need to include that restriction. She asked the Commissioners if there was a consensus on putting a limit on the home size on Lot 12. Commissioner Hall and Commissioner Frontero supported limiting the home size to its current square footage.

Chair Suesser asked if the proposal was to add up the square footage of the existing home and any Accessory Buildings and limit the Lot to that number. Commissioner Frontero agreed.

Commissioner Sigg was also in agreement with the limitation on Lot 12. Commissioner Kenworthy agreed and would be okay if the applicant would come back and move the Accessory square footage over to the other Lot, especially if they would make a deal with the City to trade for the two additional Lots in exchange for the 20 acres to the City.

Chair Suesser clarified that any development on the east and west Lot would require additional approval. Planner Ananth confirmed that it would. Commissioner Kenworthy suggested that he

would move the building on Lot A over to the 22,000-square-foot home if the applicant was willing to make the trade.

Planner Ananth explained that currently, Lot 12 included that land, and would be reduced in size. Commissioner Kenworthy understood and would give the applicant the square footage from that Accessory Building to the reduced Lot 12 if the applicant wanted to make a trade. Chair Suesser felt that was consistent with the discussions about limiting the square footage on Lot 12.

Commissioner Frontero raised the issue of Good Cause, and Chair Suesser's suggestion of continuing the trail as a community benefit that would go towards Good Cause. He asked if there was consensus about conditioning the approval with something like that.

Planner Ananth asked if they were referencing the trail on the adjacent property. Chair Suesser clarified that they were referencing the trail that went over Lot 3. Planner Ananth advised that was not a real trail and was not open to the public. She added that there was a bike trail on the adjacent property, which was the one they discussed getting an easement on when and if the applicant returned for the additional Lots.

Planner Ananth explained that the Deer Valley MPD would have to be amended to allow for that to happen, which was the real reason it had not happened to date. She stated there had not been a real appetite to amend the MPD to allow for two additional units.

Chair Suesser referenced the original Subdivision Plat and the zigzagging trail. Applicant Wu advised that the trail shown on the Plat did not exist today and the applicant would be putting it in. He added that it connects down Marsac Avenue, where a user could go along the side of the road to get back to Old Town or continue up Marsac Avenue.

Planner Ananth acknowledged she had been looking at the wrong trail. She stated that the trail just described was conditioned on the Plat to be dedicated with an easement to the City, and that had occurred. She confirmed that the trail that zigzags along Lot 3 was public, and added that it went into the applicant's 20 acres and connected through. Applicant Wu confirmed there were two connections to that trail.

In response to an inquiry, Planner Ananth advised that the Deer Valley MPD would need to be amended to bring the additional parcel into the MPD and get the additional units of density.

Chair Suesser asked if the applicant could make that connection now, given that it owns the land. Planner Ananth believed it was prohibited because that parcel was not currently in the Deer Valley MPD and there was no density associated with it.

Chair Suesser noted the Commission was looking for Good Cause to approve this application, and she felt that it would be reasonable to request the developer to make that trail connection. She noted the developer was already required to dedicate the trail shown on the map, but the connection did not continue. Applicant Wu stated the trail did connect, and noted that two trails connect to this one trail. One trail goes through the applicant's 20 acres, and the other was currently a public trail that followed Marsac. He commented that the drawing on the Plat looked like it was not finished, but that was only because the drawing stops at the applicant's property line. He confirmed that the trail continued down.

Chair Suesser invited the applicant to express the good public benefit that would allow the Commission to approve this Plat. She suggested it might be related to trails in this area.

Applicant Wu stated the applicant was amenable to everything discussed, but he felt it was a broader conversation that would take some time. He stated that the pressing issue now was excluding the driveways so that owners could build something that would connect their Building Envelopes. He recognized that all of these issues were getting tied together, but the applicant would like to separate the issues because those other issues would take time. He felt there was a lot of work the applicant could do to show the Planning Commission the different options, and he was not prepared at this meeting to discuss those. Applicant Wu reiterated that the focal point was to get some sort of exclusion of the driveway so that owners could start designing their homes.

Chair Suesser queried why they could not just exclude from the square footage any driveway that falls outside the LOD. Planner Ananth stated that could be accomplished with the Plat Amendment, and noted that was what the applicant proposed.

Chair Suesser commented that the applicant proposed extending 10 feet beyond the current Building Footprint on all sides. Just excluding the driveway outside of those diagrams was less than 10 feet beyond the footprints shown on the diagrams.

Planner Ananth understood that Chair Suesser was asking if the applicant could live without expanding the LOD if the Planning Commission gave them the driveway. Chair Suesser stated it would exclude any driveway that would fall outside of the LOD from the square footage. That would allow owners to connect to Legacy Road.

Applicant Wu expressed that in the interest of moving forward, he would be inclined to accept that; however, he wanted to check with his team and partners to ensure that it would work. He reiterated that was the more pressing issue, and believed it would work to allow owners to connect their Building Envelopes.

Planner Ananth asked if the applicant was suggesting this item be continued to a date certain. Chair Suesser suggested the Commission could pass a motion excluding driveways from the square footage, and then if the applicant needed the LOD area, they could come back. Applicant Wu was agreeable to that process.

City Attorney Harrington asked Planner Ananth to prepare a redline to the proposed Condition of Approval 3 to address the Commission's direction on Basements. Chair Suesser asked the Commissioners if they would prefer limiting this approval to the driveway exclusion, rather than including the other issues such as LODs and Significant Vegetation. Commissioner Frontero was agreeable and offered that he was most concerned about the LODs

Chair Suesser clarified that any driveway within the LOD would count towards the square footage; it would be the driveway outside the LOD that would not count towards the square footage.

Engineer Demkowicz did not feel that gave the applicant much as it would be a small amount of area, and would not help them with Lots 13, 14, and 15 which would need a longer driveway. To include the rest of the driveway as part of the Building Size was a restriction they would not want to accept. He went back to the issue of the 20-foot Side Setback and stated that if they

knew the driveways inside of the Building Envelope would be part of the total square footage, they would not have restricted themselves by virtue of agreeing to the 20-foot Setbacks. He understood the sensitivity of allowing a 10-foot disturbance and commented that it represented a reasonable amount of space to construct the buildings and to allow for clearance for fire safety.

Commissioner Frontero understood the applicant's comments but stressed that the Commission was having an issue with the fact that the applicant's misunderstanding of this language was not the Commission's problem. He emphasized that the applicant misunderstood how this was written, and now the applicant realized the problem after these homes were designed. He commented that Planner Ananth has stated her belief that there was never a misunderstanding. Planner Ananth corrected this and stated her belief that there was a misunderstanding; she also assumed those were LODs and believed the applicant when they represented that they felt they were Building Envelopes.

Commissioner Frontero stated that Planner Ananth never thought it was an issue because she thought it was an LOD, and noted that he felt it looked like an LOD. The applicant now thinks there was confusion, and he was unsure that the applicant's confusion now that the plans have been prepared was something that the Planning Commission was required to solve. He stated the Commission was trying to work with the applicant, who stated the pressing issue was the driveway, yet the applicant objected to Chair Suesser's solution to this issue. Applicant Wu felt that getting a connection to the Building Envelope sounded reasonable; however, he stated that he needed to speak with his team to determine if he had a different opinion.

Engineer Demkowicz stated that it was not that they were confused; rather, as the architects were proceeding through the Building Permit process, the interpretation they received from the City was taking more and more area from what was intended to be site development. He felt the response was to still call these LODs, and then require the walls inside of that area; in that case, they would not have set up a 20-foot Side Setback. Applicant Wu felt this was a conversation they applicant team would need to have. For the purposes of this meeting, he would like to make sure they could connect the driveways from the BE/LOD to Legacy Way. He stated that they could revisit these other issues during the next meeting. He did not feel they would get to the BE/LOD answer during this meeting, and out of respect for everyone's time suggested they come back in a couple of weeks.

Chair Suesser asked Planner Ananth to revise Note 3 to just reflect that the driveway connection to Legacy Way would be excluded. Planner Ananth stated she would work on the proposed draft with the Legal Department prior to this going to City Council, and she would email it to the Commission. She acknowledged that it would essentially add language stating that the driveway connection to Legacy Way shall not be included in the LOD.

Commissioner Johnson asked if they wanted to include the utility corridors as well. Chair Suesser felt Planner Ananth understood, but did not state it correctly. Commissioner Hall suggested a short break to allow Planner Ananth to work on the language. Following a short recess, Chair Suesser called the meeting back to order.

Planner Ananth reported that they would return to the existing Plat Note 3, with a few adjustments to clarify that all Footprints must be within the LOD. She, therefore, struck all references to Building Envelopes. She stated that the Planning Director would still allow minor adjustments to the LOD so long as the LOD remained the same. Driveway connections

between the LOD and the Right-of-Way shall not count against the LOD. Driveways outside the LOD shall not exceed 20 feet in width but could be widened once into the LOD.

Chair Suesser felt that driveway connections between the LOD and the Right-of-Way should not count against the square footage, and was not sure what was meant by “count against the LOD.” Commissioner Hall offered that it was an exception to the LOD because it would allow disturbance of land outside the LOD. Chair Suesser confirmed that this would only apply to the driveway outside of the LOD. Planner Ananth stated they had the total square footage of the allowed LOD, so they could state that the driveway connections between the LOD and the Right-of-Way shall not count against the total LOD square footage allowed.

Commissioner Johnson asked if they wanted to include utility corridors. Commissioner Hall felt this was a very valid point. Planner Ananth stated that they really would want the utility corridors in the driveway. Commissioner Johnson understood that, but noted that sometimes the utility companies pigeonhole property owners.

Chair Suesser wanted confirmation that the reference to the total LOD square footage was clear, and suggested referencing the chart. She added that there was consensus to add an additional Note requiring the re-vegetation prior to the Certificate of Occupancy.

Commissioner Hall believed that only applied to disturbances outside the 10-foot increased LOD. Applicant Wu felt there was already re-vegetation language within the current LOD.

Chair Suesser mentioned that Staff said they would remove all references to Building Envelopes, yet there were still a lot of references to Building Envelopes on the Plat. Planner Ananth stated she could strike all references in Building Envelopes in the other Plat Notes and specifically mentioned Plat Note 13 and the table in the upper right-hand corner.

Chair Suesser referenced discussions during the break. City Attorney Harrington did not recommend references to items submitted by an applicant on a Plat that was not containing a citation to anything specific. He felt it was fine as is, and thought they were going in the wrong direction. Chair Suesser asked if the total LOD square footage allowed was clear in the second to last sentence of Note 3.

City Attorney Harrington felt all of these were qualifications for the first sentence, which just referenced LOD. Adding more verbiage to what they had in the first sentence could just allow someone to argue something else. Chair Suesser suggested ending with “against the LOD” and removing the word “total.”

Planner Ananth asked if the Commission wanted a Condition that any references to Building Envelopes would be stricken. Chair Suesser suggested they could state that all Building Envelopes must be within the LOD.

Commissioner Hall felt the confusion came from use of the term Building Envelope. She understood the applicant’s confusion and would like to do what they could to correct the language. She felt that striking Building Envelope everywhere would clarify the provision.

Chair Suesser asked if anyone wanted to include the Maximum House Size in the amended language. Commissioner Frontero wanted it included in the concession on the driveway. Commissioner Van Dine agreed. There was a consensus to impose a Maximum House Size of



12,000 square feet, inclusive of the Basement. Commissioner Johnson expressed indifference but was comfortable moving forward with that restriction.

Applicant Wu stated that the applicant would not be agreeable to that restriction at this point. He felt that putting a restriction on Home Size in conjunction with the BE/LOD issue was separate. The practical issue they were dealing with was the driveways. Owners were having a difficult time just building within the Building Envelope and LOD because of the driveway issue. He wanted to just fix the driveway issue and noted that they were all aware of the intent when they did this two years ago, and he did not feel the driveways should be the controversial issue. He would be happy to have further discussions on the BE/LOD issue but stated that owners could not build homes right now. Applicant Wu expressed disappointment as he felt they were at a place where owners could get going with their projects.

Chair Suesser asked the Commission if there was a consensus to remove the Maximum House Size from the Conditions to enable the change to allow the driveways to be put into place. Commissioner Sigg questioned the implications of removing the Maximum House Size restriction. Commissioner Hall was agreeable, as she felt it was an error by the Commission to not address the driveways in the first place.

Commissioner Frontero was agreeable to removing the square footage in granting the exclusion for the driveway. Commissioner Kenworthy agreed. Commissioner Van Dine did not like it but was willing to agree. Commissioner Johnson supported removing the Maximum House Size amendment.

Chair Suesser stated that the applicant that the Commission was willing to move forward with giving the applicant the exclusion of the driveway as discussed. Applicant Wu expressed his appreciation.

**MOTION:** Commissioner Kenworthy moved to forward a POSITIVE recommendation for City Council's consideration on July 13, 2023, on Huntsman Estates – Plat Amendment, amended as follows:

**Findings of Fact:**

1. The Huntsman Estates Subdivision contains 40.69 acres, is zoned Residential Development, and is located within the Deer Valley MPD Overlay (RD-MPD).
2. The Parcel was originally known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Units of Density in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD, with one Unit already developed.
3. The Subdivision is classified as a Major Subdivision according to LMC Section 15- 7.1-3(A)(2) as it contains four (4) or more lots. The subdivision contains 16 lots including one common parcel.
4. On July 9, 2020, City Council approved Ordinance 2020-31 and vacated the previous Westview MPD.

5. Building Height is limited to 28 feet with an exception for the existing residence on Lot 12, which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
6. The proposed Plat Amendment was reviewed for compliance with all Sections of LMC Chapter 15-7, Subdivision General Provisions.
7. Single-Family Dwellings are an allowed Use within the RD District.
8. Lockout Units require a CUP.
9. Accessory Apartments require an Administrative Permit.
10. Nightly Rentals are allowed subject to an active business license and compliance with Municipal Code Section 4-5-3 unless Homeowner Association rules prohibit them.
11. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Chapter 15-5.
12. The Applicant submitted a Forrest Assessment from a certified arborist with their original Subdivision Application that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees to balance the need for tree removal for forest health, build-out, and wildfire prevention with the visibility of the site.
13. Care shall be taken in the siting of houses, accessory buildings/uses, and driveways to limit long driveways and the removal of Significant Vegetation.
14. The Applicant submitted BE/LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20. The Applicant is now proposing that the BE/LODs be considered Building Envelopes, as noted in new Plat Note 3.
15. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
16. This Plat Amendment seeks to clarify Plat Note 3 and to add a Snyderville Basin Water Reclamation District easement to the Plat.

**Conclusions of Law:**

1. There is Good Cause for the Plat Amendment. The proposed Amendment complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density approved for the parcel in 1987.
2. The Amendment is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.

3. Neither the public nor any person will be materially injured by the proposed Amendment.
4. Approval of this Amendment 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 Amendment 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 (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All Plat Notes on the Huntsman Estates Subdivision Plat shall be carried forward except for Plat Note 3, which shall be modified as noted below. ~~All Lots shall be limited to a maximum Gross Residential Floor Area of 12,000 square feet including all Accessory Buildings/Uses, and all development must occur within the Building Envelope.~~ Limits of Disturbance (LOD) may not extend beyond 10 feet from the Building Envelope. Driveways connections outside the LOD, utility corridors, paths, and drainage features ~~are exceptions to this restriction and will be excluded from the calculation of LOD square footage.~~ Driveways shall not exceed 20 feet in width. The LOD must be re-vegetated prior to issuance of a Certificate of Occupancy. Gross Residential Floor Area shall be defined per the Land Management Code in place at the time of application for building permits. No more than one basement level shall be allowed on any Lot. Basement shall be defined per the Land Management Code in place at the time of application for building permits ~~and will count toward the total square footage.~~ Residential Development (RD) Lot and Site Requirements including Setbacks and Building Height shall apply to all Lots. Lot 12 is excluded from the Maximum Gross Residential Floor Area limit.
4. Prior to the issuance of a building permit for individual Lots, the Applicant or owner of the Lot shall submit a certified arborists assessment of the Lot that analyzes the health and viability of all Significant Vegetation on the property within 100 feet of the principal dwelling and any accessory buildings/uses, including a tree preservation plan that indicates trees proposed for removal, how trees will be protected during construction, and a tree replacement plan. The plan shall indicate that trees shall be limited within a 15-foot radius of any structure, and that diseased or dead trees within 100 feet of any structure will be removed, consistent with the Forest Assessment dated March 28, 2020. This includes vegetation that is no longer standing. A 30-foot vegetation protection area will be required around dwellings with limited existing or new tree landscaping as approved by Park City Municipal Corporation and the Park City Fire District.

5. Should the Applicant move forward with Phase 2 of this project (Additional Land A and B), a Condition of Approval shall be placed on the Plat Amendment that the Applicant shall deed adjacent parcel PC-S-46-B-1 to the City as natural Recreational Open Space.
6. A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any Building Permits.
7. The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) stormwater program. A plat note shall indicate that each lot within this common development shall be required to obtain an MS4 stormwater permit prior to any construction activity.
8. A Plat Note shall indicate that the Subdivision shall be served by an on-call van shuttle service that will transport owners/guests to the Silver Lake or Snow Park area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks to minimize the traffic impact from this subdivision. At a minimum, this shall include holiday weeks and three-day weekends in perpetuity. The shuttle van shall utilize Royal Street and shall not utilize Hillside Avenue.
9. A Plat Note shall indicate that the Plat is subject to Ordinance 2023-XX.

Commissioner Hall seconded the motion.

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

**D. Land Management Code Amendments – Appeals – The Planning Commission Will Review Amendments to Sections 15-1-8 Review Procedure Under the Code and 15-1-18 Appeals and Reconsideration Process to Remove the City Council as an Appeal Authority. PL-23-05689.**

City Attorney Harrington introduced Charles Pearlman, a Law Clerk with the City Attorney's office. He advised that Mr. Pearlman came to Park City from Notre Dame and the University of Southern California, was recently married, passed the Bar, and was now making his first presentation before the Commission. Clerk Pearlman appeared to discuss alternatives to City Council acting as the City's appeal authority for MPDs and CUPs. He explained that the proposed changes were occasioned by changes to State law, compatibility between Legislative and quasi-judicial roles, the complexity of legal issues, evidence issues, and limits on *ex parte* communications.

With regard to changes in State law, Clerk Pearlman advised that Utah's Land Use, Development, and Management Act ("LUDMA") was amended to encourage municipalities to change their appeal authority away from their Legislative bodies. These changes occurred over the past 20 years, and most municipalities have moved away from using their Legislative bodies for appellate processes. Park City was one of the few municipalities remaining that had not made that change.

In terms of compatibility between Legislative and quasi-judicial roles, he explained that a quasi-judicial action required an objective determination based on evidence and law; whereas, a legislative action was discretionary, and involved the establishment of policy. This put City Council in a difficult position wherein the law in place might be contradictory to public opinion; in order to faithfully apply the law, they sometimes have to go against public opinion. He noted that City Council serves as representatives of the citizens, and not everyone might understand the distinction when they have to make an objective legal determination that might go against the will of the citizens.

Third, the complexity of legal issues in the appeals had increased over time. Clerk Pearlman noted that many applicants were using attorneys for these appeals; as a result, more legal and land use expertise on the part of the appellate body was required to make correct determinations. This would also lead to decreased litigation and reduce the likelihood of appellate decisions being overturned in court. Clerk Pearlman commented that evidence issues raised similar concerns as the complexity of legal issues. He noted that many cases turned on difficult evidence issues that might be difficult for City Council members to understand without a background in land use or law.

The final reason supporting this change was limits on *ex-parte* communications. He stated that City Council members were in a difficult situation if they violate the rules on *ex parte* communications because the decision would likely be overturned as a due process violation. On the other hand, if they follow the rules, that would limit their communication with the public on important development issues. He commented that the public expected to be able to communicate with their Council Members on what is going on in the City.

Clerk Pearlman stated that the City Code already contained provisions regarding qualifications for an appeal panel. Currently, City Council only appoints an appeal panel when there is a conflict of interest on a particular appeal. The proposed changes would appoint an appeal panel for three-year terms, as opposed to on a case-by-case basis.

Clerk Pearlman reported that Staff recommended the Commission review and consider the proposed amendments, conduct a public hearing, and recommend one of the two appeal authority alternatives for the Council's consideration on July 13, 2023. The other alternative was an individual Appeal Hearing Officer.

With regard to qualifications for the panel, Chair Suesser asked if they should have a provision that required the individuals to not have any conflict of interest with respect to the issue. City Attorney Harrington stated that was already included, and noted Chair Suesser's assistance when they addressed this issue for Treasure. He noted there was a section stating that "absent any conflict of interest" the appeals officer retained the ability to impartially render a decision. He added that conflicts of interest would be subject to the ethics code just like anyone else. There were also due process limitations with an affirmative obligation to disclose.

Chair Suesser understood it was not a recusal situation; rather, an individual would not be appointed if they had a conflict of interest. City Attorney Harrington explained that it applied to appointments, particular matters, and issues that would arise during a hearing.

Commissioner Hall lauded the presentation. She felt that the points raised in the Staff Report and during the presentation were valid, and she would support the notion of recommending a three-person panel. She assumed there would be a cost, but it would be relatively nominal, as it

would likely operate like the Planning Commission. City Attorney Harrington stated that most communities use a Hearing Officer, which is more efficient but more expensive because a Hearing Officer would typically be a higher qualified individual such as an Administrative Law Judge or lawyer who tends to charge significantly more per hour. He reiterated that under the prior Planning Commission's consideration during Treasure, they felt that a more community-based panel would have better accountability to the community and would be more cost-effective.

Commissioner Hall stated she supported this for MPDs and CUPs, and wondered if more issues should go before the appellate panel. City Attorney Harrington stated the Commission could have the same discussion with regard to those other issues.

Commissioner Frontero supported a three-person panel. He asked how many appeals they received each year. City Attorney Harrington advised that it varied widely, but they typically saw 3 – 4 appeals in a year.

Commissioner Sigg and Chair Suesser both supported the idea of a panel.

Chair Suesser opened the public hearing.

*Deb Rentfrow* agreed with a three-person panel and noted that the Planning Commission had spent a lot of time just getting to this item on the Agenda. She appreciated the Commission's time and effort in the service that they provide to the community.

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

**MOTION:** Commissioner Van Dine moved to forward a POSITIVE recommendation for the City Council's consideration on July 13, 2023, for Land Management Code Amendments – Appeals, per Planning Staff's recommendation to create a Permanent Appeal Panel with members serving terms of three years to hear appeals for MPDs and CUPs. Commissioner Sigg seconded the motion.

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

## **7. WORK SESSION**

- A. Land Management Code Amendments – The Planning Commission Will Conduct a Work Session to Review the Vibrancy Ordinances Outlined in Land Management Code Chapters 15-2.5 Historic Recreation Commercial and 15-2.6 Historic Commercial Business and Section 15-15-1 Definitions to Determine Whether Additional Amendments are Recommended. PL-23-05564.**

Assistant Director Ward reported that in the fall of 2022, the Planning Commission asked for a summary of the regulations enacted over the years to help protect the Historic character, vibrancy, and unique character of Main Street. Staff communication was provided in December 2022, and as part of the LMC Amendment priorities, the Commission requested a Work Session to evaluate whether there were opportunities or issues within the Code the Planning Commission might want to explore. She explained that all of the Codes enacted over the years were outlined as Goals and Recommended Strategies in the General Plan. The first one

enacted addressed vertical zoning, wherein the Code was amended to put active uses at the street level. This would include restaurants, bars, and businesses open to the public. Uses such as office space and private clubs would be directed towards those areas not along the streetscape.

Assistant Director Ward noted some uses were vested and have continued; however, as those use change over time, more active public uses would be required for those spaces. She next addressed the Vibrant Commercial Storefront Incentives. Assistant Director Ward explained that Code amendments were enacted that required vibrancy and required businesses to be open and activated during the year. The businesses are required to be active for at least 60 days per quarter. The Finance, Planning, Building, and Economic Development Departments conduct a quarterly walk on Main Street to ensure that these requirements were being met.

Assistant Director Ward reported that to date this year, five businesses were non-vibrant, and notifications were sent to the owners. She noted there were some exceptions in the Code, such as an active Building Permit for renovations. If the properties are not vibrant, they do not qualify for a one-time liquor or temporary sign installation. She noted this program had worked well overall.

Assistant Director Ward next addressed regulations on Conventional Chain Businesses to regulate the number in two Commercial Historic zones. Conventional Chain Businesses are businesses that have more than 10 locations and have standardized menus or products. She stated that currently, the Conventional Chain Businesses south of Heber were full at seventeen. North of Heber, five of seven Conventional Chain Businesses were full. These apply to the storefront properties that have a presence along the street front.

With regard to Storefront Enhancement Zoning, Assistant Director Ward advised that this sought to ensure that new development or re-development of properties that were not designated Historic had limitations on width, as well as similar street presence as Historic structures. The purpose was to maintain the rhythm and scale of the Commercial Historic Districts.

Assistant Director Ward explained that these Code Amendments started in 2007, and extended through 2017. She noted there was a lot of community outreach, partnership with the Historic Park City Alliance ("HPCA"), and studies. In 2022, Staff moved forward with some clarifications to help make connections between these different regulations in the LMC. She noted there were no substantive changes to the Code at that time. She stated that Staff had been in contact with HPCA to obtain a sense from business owners within these areas of their experience and whether they had any issues or concerns they wanted to be identified through Code Amendments. At this time, the HPCA had an overall consensus to keep the Code as is. They had a policy question that would be unrelated to Code Amendments, wherein they would like some consideration of opening some of the regulations during Sundance for a temporary allowance. As far as the land use regulations, at this time the HPCA had no recommendations.

Assistant Director Ward explained that this Work Session was scheduled to allow the Commission to identify issues they would like Staff to look into, coordinate with HPCA, and perform community outreach for potential Amendments. Commissioner Kenworthy queried whether they would address the Sundance issue and the 17 Conventional Chain Businesses that were full during this Work Session. Assistant Director Ward understood that would not be a

Code Amendment, but more of a policy discussion with those under the Sundance umbrella. She believed that would occur under the Special Event Permit process rather than the Code.

City Attorney Harrington offered that to the degree the Commission wanted to provide feedback during this Work Session on that issue, it would be appropriate. He felt it was within the realm of discussion on this Work Session topic.

Commissioner Kenworthy stated that many people were surprised about the 17 Conventional Chain Businesses and their limitations. He recommended they lift that limitation for the Sundance Film Festival. Many of the tenants make a lot of money during Sundance, and he felt it would give Sundance more vibrancy on Main Street. He added that he spoke with Sundance's new Director who was looking to bring it back to Main Street. Commissioner Kenworthy mentioned that the Director stated that he wants to bring it back to the level of the mid-1990s when the vibrancy was incredible along Main Street. Commissioner Kenworthy felt this would help him do that and would help many of the businesses that sell along Main Street. He stated that he had never rented out along Main Street, but he would support his neighbors that do that during Sundance, and the efforts from Sundance to increase that vibrancy.

Commissioner Kenworthy commended City Attorney Harrington and stated that the numbers were perfect for the balance they were looking for. He asked if the City was ever challenged.

City Attorney Harrington responded they had not been challenged yet. He added that the Commission and City Council spend a lot of time on whether to have a Sundance exception. He reminded the Commission of the two components of the Sundance exception and stressed there was a balance. One of the reasons they did not extend the exceptions was that as with any regulation, the more exceptions there are the more vulnerable they become to challenges. He felt they had a good methodology for the math behind the original recommendation, and one of the considerations was that an exception during Sundance lessened the argument. If they do not allow them, then they might have to deal with Equal Protection or some other discriminatory claim.

City Attorney Harrington stated it was a fine balance and this Ordinance was cutting edge in terms of its successful implementation. He advised caution if they wanted to open the exceptions more broadly. Staff could provide the pros and cons when the Ordinance came back before the Commission, or if they look at it through the Special Event licensing process. He stated they do not get to pick and choose on this type of regulation, and it still required the same rational basis, good reasons, and data to support the decision.

Chair Suesser asked if it were possible that someone involved in another event in town would challenge the Sundance-only exclusion. City Attorney Harrington responded there would be that possibility, but noted that they do not just regulate Sundance; rather, they regulate certain types of permits that are pragmatically only available during Sundance. If other events qualify, they might be able to take advantage of the exclusions as well. With regard to the vertical zoning issue, Chair Suesser wanted to see something in the amendments that would encourage the expansion of retail on the second floor of Main Street establishments. She felt that these types of businesses would help with vibrancy.

Commissioner Hall agreed with Chair Suesser and stated she would like to see more upper-level businesses that were open to the public. She asked how they would classify that, as she



felt there was an error with the area north of Grappa, which created an exception to the requirement of public storefront businesses.

Assistant Director Ward stated they would look into the history of that, but the way it was currently drafted, residential uses on the street level were prohibited. Commissioner Hall referenced the exception for uses 6 inches or 6 steps below street level. She would like to tweak the language, and would be in favor of incentivizing either second-story or basement-level uses.

Chair Suesser referenced the private club on Lower Main Street that somehow avoided this restriction because they had to take one step up, so it was not considered street level.

Commissioner Hall felt that what they had was a great starting point, but there were potential tweaks to enhance the intent. She understood they might not want to touch an ordinance, as tweaking it might expose them to potential adversaries. In terms of adding clarity to prevent problems they have seen in an existing implementation, City Attorney Harrington felt that would be a good reason to revisit the Ordinance. It was the expansion and/or further restriction that they should be cautious of moving forward.

Commissioner Kenworthy asked about the definition of Street Level. Assistant Director Ward stated that while Street Level was not defined, the term Storefront Property formed the basis for how these regulations were applied. She advised that a Storefront Property was defined as a "separately enclosed space, floor area, tenant space or unit that has a Storefront window or Storefront entrance that fronts on a public street." She added that the definition "includes a Storefront window and/or a Storefront entrance that is not more than 8 feet above or below the grade of the adjacent public street." She noted there was an exception if there were service or emergency entrances. Assistant Director Ward stated the definition was triggered by having the presence on the street within 8 feet above or below. She stated that Staff could look into the properties referenced to see when those were constructed.

Commissioner Sigg asked about buildings like the Galleria where the storefronts are in the breezeway, but not on the street front. Assistant Director Ward advised that Staff has interpreted that as whatever had the presence on the street front that same presence was not on the Swede Alley side of the building. Commissioner Sigg asked about the businesses in between, while Chair Suesser stated that they should include Heber.

Assistant Director Ward stated that Heber was included. She explained this applied within Historic Commercial and Historic Recreation zones, which would include Main Street, Swede Alley, and Heber. When these ordinances were enacted, there were carve-outs in the footnotes of the Code. She provided the example of the interior plazas to the MPDs on Lower Main Street and stated that if a business were interior to the plaza, they would be carved out as an exception. She added there were also some residential properties along Park Avenue that were excluded as well. Commissioner Kenworthy observed that Burton was not counted as one of the five because it was set back.

Chair Suesser inquired about the realty offices on the Lower Main Plaza. Assistant Director Ward stated there was a list of properties that were real estate offices when the Code Amendments were enacted. Some of those remain vested as long as the business use remained.

Commissioner Hall recognized the consensus that the Commission would like to upgrade the Code without causing vulnerabilities. She sought input as to the best mechanism to do this. Chair Suesser suggested eliminating the grandfather clause to prohibit passing on a business that was grandfathered in.

City Attorney Harrington stated that they could not change the non-conforming rules that were established by State Code. He again cautioned the Commission against looking to prohibit things as a matter of course and advised them to stick to the justifications that supported the Ordinance. The Main Street vibrancy was the soundest rationale, and the more they get away from those corridors, they would need to articulate another reason to regulate.

City Attorney Harrington added that Staff could define the picture in terms of existing non-conforming businesses. If they identified others that took advantage of a definition that could be tighter, or expand the boundary of an application, Staff could bring that back before the Commission.

Commissioner Hall asked if there was a way to incentivize the conversion of a business that was grandfathered in. City Attorney Harrington suggested they could have someone from the Economic Development Department to provide a snapshot of what had been done in terms of vibrancy. They could also have a cultural component as to whether it was the right type of vibrancy that would be sustainable with the General Plan. He noted that although money was not the only part of it, it was the easiest to measure.

Commissioner Kenworthy touched on the issue of newer private restaurant clubs. He understood that business on the street level had to be open to the public, but upstairs or downstairs could be members only. He mentioned the Marcella Club. He noted the street level, which could include steps going down. Assistant Director Ward stated that vertical zoning would fall under the Storefront property; therefore, if it fell within the definition of that Storefront property, then those uses would be prohibited.

City Attorney Harrington stated that they had the original measurement exhibits from the first Ordinance that looked at Lower Main very extensively. He stated they could bring those back next time to show the Commission which ones were in and which were out.

Commissioner Kenworthy suggested transparency with the community and the HPCA as to what direction the Historic buildings would be going.

Commissioner Sigg mentioned multiple points of access in different planes of the building. In the Zoom, one could walk in off the big patio on the south side, or walk in on the west side which could be argued was street level. He asked which entry would apply.

Commissioner Hall wanted to know what tools they had to incentivize businesses to enhance and ensure that Main Street was not just residential or office on second floors. Her biggest deterrent in coming to Main Street was the absence of places to go in the middle of the day.

Commissioner Sigg asked what would happen if an occupant used both the first and second floors. He inquired whether they could have a private club upstairs and a public facility downstairs.

Assistant Director Ward stated they could return with the exhibits. She added that they had been working on updated maps that show the properties that have different entrances that were currently excluded in the Code for the plaza access. She stated it might be helpful to conduct a walking tour as well. They could also provide the Commission with information on what businesses were vested and approved prior to the vertical zoning and what had been constructed since then.

Chair Suesser referenced the following language: "If vested, non-conforming uses terminate, the new use will be required to comply with vertical zoning." She would consider a real estate office as "office space." She asked why this would not apply if a realtor left a vested site and another realtor stepped in.

City Attorney Harrington explained that the Code focused on the use. He confirmed that if the lease of a vested realtor expired, another realtor could lease the space and occupy the office space on a Storefront. He stressed that the keyword was the use, not the tenant. Use is defined by year-to-year business licenses and was not individual specific; rather, use was property specific.

Commissioner Frontero observed that if a realtor terminated its use, and a clothing shop moved in, that would be a termination of the use, and then it could not go back.

Commissioner Kenworthy spoke off the microphone. He mentioned the 7-11 store, which was a nice amenity for workers; however, ideally, they want to keep these types of businesses to a minimum.

Commissioner Hall noted the parking spot trade for outside dining and queried whether that was a policy decision versus an LMC issue. She felt that something like wider sidewalks would add to the vibrancy, but it would have nothing to do with the LMC.

City Attorney Harrington stated they could bifurcate a broader discussion during the General Plan discussions because they involved broader policy considerations. He stated there could be Code overlap in terms of allowing it, but it would be appropriate to have a broader discussion. Given the Commission's prioritization of LMC Amendments, he suggested they might want to stay focused on those and compartmentalize these other policy discussions.

Commissioner Johnson asked about incorporating the public Right-of-Way into the Vibrancy Ordinances and understood that would more likely be a General Plan discussion. He was referring to utility infrastructure and Historic public Right-of-Way and wondered if they could add an additional layer of review or regulation. He assumed that State and Federal regulations would supersede them from adding anything to the LMC. He specifically referenced small cell infrastructure on Main Street, and how utility infrastructure could be placed in front of the vibrancy they want to promote. He inquired whether there was a way to regulate that infrastructure.

City Attorney Harrington recalled that when the small cell applications came through, it was explained what the limitations were. Staff would have to bring that back in terms of whether the City could be more restrictive on that placement. He noted it was a Historic District, so they had a bit more leeway than other jurisdictions. They looked to strike a balance with the providers as they came in with their proposals. He did not think it made sense to address that issue as part of the vibrancy discussions.

Commissioner Sigg asked if there was a contingency plan for events such as the creation of pedestrian-only areas. City Attorney Harrington advised that most of the larger festivals had annual supplemental plan requirements, so they were not carved in stone and could be adjusted to different factors. He felt they had partnered with these events to create the same sense of gathering that the General Plan has encouraged. He noted that there was balance, and it was not as easy from a security and a functional perspective as it might appear; he added there was a deliberate efficiency in the way Park Avenue and Swede Alley support Main Street, and there were logistical challenges presented by a pedestrian-only configuration.

Commissioner Kenworthy mentioned equity and stated that the events on Lower Main Street hurt Upper Main Street. He felt they learned a lot in COVID-19, so they could balance things better during these events.

Assistant Director Ward thanked the Commission Members for their input.

## **8. ADJOURN**

**MOTION:** Commissioner Kenworthy moved to adjourn.

The meeting adjourned at approximately 9:20 p.m.



**PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
JUNE 21, 2023**

**COMMISSIONERS IN ATTENDANCE:** Chair Laura Suesser, John Kenworthy, Vice Chair Sarah Hall, Christin Van Dine, John Frontero, Henry Sigg

**EX OFFICIO:** Rebecca Ward, Assistant Planning Director; Dave Thacker, Chief Building Official; John Robertson, City Engineer; Rebecca Gutknecht, City Public Improvements Engineer; Mark Harrington, City Attorney

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**1. CALL TO ORDER**

Chair Laura Suesser called the meeting to order at approximately 5:30 p.m. She noted that all Commissioners were present, with the exception of Commissioner Bill Johnson, who was excused.

**2. PUBLIC COMMUNICATIONS**

There were no public communications.

**3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES**

There were no Staff communications.

Commissioner John Kenworthy offered his good wishes to Commissioner Johnson.

**MOTION:** Commissioner Kenworthy moved to nominate Commissioner John Frontero to the Transportation Board as the Planning Commission Liaison. Commissioner Henry Sigg seconded the motion.

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

There were no additional Commissioner comments or disclosures.

#### 4. WORK SESSION

##### A. Land Management Code Amendments – Steep Slope and Excavation Standards – The Planning Commission Will Review Steep Slope and Excavation Standards for the Steep Slope Conditional Use Permit, Conditional Use Permit, Sensitive Land Overlay, and Master Planned Development Reviews. PL-23-05657.

Assistant Planning Director Rebecca Ward stated that Chief Building Official, Dave Thacker was present for this meeting remotely. City Engineer, John Robertson and City Public Improvements Engineer, Rebecca Gutknecht were also present in chambers.

Assistant Director Ward stated they would go over the current review process, including the Building Permit review and the Land Use Regulations currently in place. They would also outline opportunities to amend the Code.

With regard to Building Permit review, Steep Slopes Conditional Use Permits (“CUPs”) or construction on a Steep Slope within the Sensitive Land Overlay were conditioned to require additional materials at the Building Permit phase. She advised that it was at this stage that a geotechnical report would be submitted to address the soil type and soil-bearing pressure.

She stated that this geotechnical report would be provided to a structural engineer that designs the retaining and foundation walls to align with the requirements of the soil type and soil bearing pressure. This information would be reviewed as part of the Building Permit.

Assistant Director Ward added that the Building Department also reviewed the plans to confirm that they matched the requirements of the geotechnical report. The geotechnical and structural engineers were responsible for verifying the site conditions and that they met the design assumptions. As the applicant excavates, the Building Department inspects throughout construction.

She invited Chief Building Official Thacker to address the Building Permit review process. Chief Building Official Thacker explained that his department would not necessarily begin the process by looking at whether it was a Steep Slope; rather, they looked at the soil bearing pressure requirements in addition to any slope conditions. He confirmed that the Building Department would look at soil-bearing pressure and how the Steep Slope itself might affect the foundation design. He explained that in some of the Steep Slope areas and the deeper cut areas, they looked at whether the walls were designed appropriately to ensure that they would retain the earth and not cause any life safety concerns with the home as it was being constructed.

Chief Building Official Thacker added that they also would look at the steeper cuts. He stated that for a typical home on a flat ground with a basement, they would see a soil cut of approximately 6 – 7 feet in order to get the foundation into the earth. Sometimes in Old Town and in the steeper sloped areas, they would see cuts up to and sometimes exceeding 15 – 20 feet. He indicated that they want to make sure that as those cuts are made in the steeper slope areas they are engineered and have proper soil retention. The proper soil retention could either be specific soil mills and gunite, or it could be soldier pile walls. He stated that they work with the geotechnical engineer and directly with a slope stability or temporary slope engineer to determine the best way to ensure that the slope or the shoring was sturdy and in place long enough to maintain the earth until the foundation could be completed and backfilled.

Chief Building Official Thacker added that throughout the inspection phase, his Department looks at the footings and foundation walls, and then towards the end of the project they would look at any retaining walls that need to go in place to ensure that they were retaining a slope in place. They typically require that anything greater than four feet in height be engineered so they can verify and ensure that the walls were being built properly. They also look at the stability of the slope to determine whether a wall that might be less than 48 inches in height would be retaining any additional surcharge, and they would require design at that point as well. He expressed that much of what they do from start to finish was dependent upon structural engineers providing them with direction, which they follow.

Chair Suesser asked when they would analyze the steepness of the slope. Chief Building Official Thacker explained that during the Building Permit process, the review of the Steep Slope would initially come from the Planning Department. The Building Department would not necessarily evaluate the steepness of the slope, although they require a geotechnical report. The point at which they analyze and start to look at what needs to be done with regard to a Steep Slope would be when they receive the geotechnical report that showed the cuts and the depths of the cuts. He added that it would be at this point that they would start to evaluate whether they need any additional temporary shoring to move forward.

Chair Suesser expressed that one of her concerns was that it did not seem that the Building Department was looking at or analyzing the project with any limits. In other words, they were not saying that an owner could not excavate 12 feet against the hillside; rather, as long as the engineering works, it seemed as though it would pass. This seemed to include the size of the stabilization walls on the site. She understood that the retaining wall limit was supposed to be part of this process.

Assistant Director Ward stated that the Steep Slope evaluation in the Land Management Code ("LMC") was the point where the regulations were applied to the Site. They go through the different types of Steep Slope evaluations that the Planning Commission would ultimately review and either approve or deny. She added that the wording in the Code referenced the end product and what the finished site would look like. She added that during construction, there would be items regulated through Building, through the geotechnical report, and through the structural engineer. This could include temporary shoring or shoring of the site that would be backfilled at the end.

Assistant Director Ward explained that the Planning Commission would review the design of the site and the other elements of the design. She presented some images depicting temporary shoring.

Chair Suesser highlighted that temporary shoring was not removed at any point. Assistant Director Ward replied that while temporary shoring was not removed, it was not visible.

Chief Building Official Thacker explained that the temporary shoring was, in fact, temporary. He stated that was not necessarily because it would be removed, but because it was temporarily installed to secure the site until a permanent measure could be put in place. He noted that typically the permanent measure was the foundation wall or retaining wall that would be installed with final backfill or final grade.

Commissioner Frontero felt that in reading the LMC, it was clear that there was meant to be restrictions on retaining walls. He noted that a number of times it was mentioned that it should be minimal and not something to just be installed to support a large home. He added that the fills and the cuts were called out in the Code to be minimal as well. He understood that the term “minimal” was not a legally defined term, and wondered how they could hold applications to the minimal standard. He asked Chief Building Official Thacker if their review looked at whether retaining walls were too large and not “minimal” as required by the LMC.

Chief Building Official Thacker stated that as far as the Building Permit, they looked at the design elements and the ability of the design to withhold or retain what it was designed to accomplish. He deferred the issue of “minimal” to Assistant Director Ward because that was more of a final view of the project.

Assistant Director Ward stated that the Building Department would look at the structural elements and would review projects for compliance with their requirements. The Planning Department reviews applications that have gone through the Steep Slope review for compliance at the Building Permit phase. Any Conditions of Approval placed on the application would be reviewed by the Planning Department. The Building Department’s review was specific to their Codes.

Commissioner Sigg asked about the differentiation between a retaining wall holding grade and a separate foundation wall. He felt they might be convoluting a rear foundation wall that might be holding grade as a retaining wall on a Steep Slope. He contrasted this with a separate wall and a foundation wall and wondered what effect that had on the Steep Slope analysis. He clarified that his query focused on situations where the building was separate from the wall holding the grade behind the house.

Assistant Director Ward felt that was project specific, but noted that the overall goal was to limit site disturbance. If there was temporary shoring until that foundation wall was constructed and backfilled, she was not aware of any criteria or prohibition against the temporary and then the permanent foundation wall.

Commissioner Sigg wondered what occurred if the temporary shoring became the permanent grade wall. He posited that if the design called for a five-foot corridor walkway behind the structure, the wall might hold grade in a certain direction, and there could be a separate house wall at some other level where it met grade. He asked if there was a differentiation for that situation, as he felt there could be a situation where there were two walls.

Assistant Director Ward offered that the Code provided that the Final Grade be within four feet of the Existing Grade to avoid large changes like those described by Commissioner Sigg. She noted there were some exceptions for conditions like window wells where the grade difference could be greater than the four feet called out in the Code. She reiterated her understanding that this situation was addressed through the limitations between Existing and Final Grade. She confirmed this would be measured from the back of the property to the front.

Commissioner Sigg asked what would happen if someone built a retaining wall and pushed the house out onto the flat form, thereby creating a greater slope angle than the slope angle above. He opined that originally that line met the grade, but the house design created a steeper slope angle. He noted that would then call for retaining walls on the downhill side.



Assistant Director Ward stated that she would provide illustrations that might explain the situation when starting with the Existing Conditions and then getting to the Final Grade without manipulating more than four feet. She explained that the Code defined Steep Slopes as greater than 15%, and Very Steep Slopes as greater than 40% and then showed how those were measured. She noted there were different criteria that the Planning Commission considered for different application types. They have Steep Slope CUPs, Sensitive Land Overlay, Master Planned Developments ("MPDs"), and CUPs in Subdivisions.

Assistant Director Ward stated that there was a specific Steep Slope CUP that only applied to properties in the Historic Residential Districts, where a Building Footprint was proposed to be 200 or more square feet on a slope of 30% or greater. She presented a Zoning Map and explained that the dark blue area illustrated the Commercial Historic Districts where there were no Steep Slope regulations. The light blue area highlighted on the map encompassed all of the properties that must go through a Steep Slope CUP if they proposed a Building Footprint greater than 200 square feet on slopes of 30% or greater. She reiterated that this criterion was limited to just the Residential Historic Districts.

In response to an inquiry from Chair Suesser, Assistant Director Ward stated that the properties recently considered by the Commission were located in the Recreation Commercial zone.

For the Historic Residential properties, Assistant Director Ward explained that there was a specific Steep Slope application, and in the existing requirements the applicant was required to submit the following:

- Photographs of the site and the perimeter;
- The streetscape elevation shows the proposed development in the context of the streetscape;
- Landscape plans showing the pavement, retaining walls, and patios;
- The contextual analysis of the visual impact, with a graphic illustrating the proposed development superimposed in a photo or computer model;
- Images taken from the Right-of-Way at 30 and 60-degree angles from the face of the proposed structure to show massing and how it would look in comparison with adjacent structures; and
- Cross-canyon views of the superimposed proposed development.

In addition to the foregoing, the residential properties in the Historic Districts were also required to go through the Historic District Design Review ("HDDR"). Through the HDDR process, new infill residential buildings are required to either step up or follow the existing contours of Steep Slopes, be designed to minimize cuts into hillsides, and be designed to minimize fill and retaining walls.

Assistant Director Ward commented that there were some provisions in the Zoning regulations in the Historic Districts that after construction is complete, Final Grade must be within four vertical feet of Existing Grades. She presented an illustration of this requirement.

Additionally, the Historic Residential Zones limit the overall allowed Height from Existing Grade to 27 feet. There is also a maximum internal height of 35 feet. She presented an illustration and explained that internal height was measured from the lowest floor plane to the highest wall-top plate that supports the joists or roof rafters.

Chair Suesser noted the requirement of 27 feet from Existing Grade and asked if that was also Final Grade. Assistant Director Ward explained that Existing Grade was where the Site was in its natural state before it was disturbed, whereas Final Grade was the condition after construction. She noted there could be a change of no more than four feet between the two grades.

Assistant Director Ward mentioned that there were questions about the Steep Slope measurements for the CUPs. She advised that the Code provided that slope was to be measured with a minimum horizontal distance of 15 feet perpendicular to the contour lines of the certified topographic survey. She presented an image showing how the slope was to be measured. She advised that the Steep Slopes were measured throughout the entire site perpendicular to the contour lines.

The current Code provides that if Lots were two Old Town Lots or fewer, these CUPs would undergo Staff review. For Lots greater than two Old Town Lots, the CUP would require Planning Commission review. The review criteria for both Staff and the Commission are the same, and she advised that those criteria were as follows:

- The location of the development to reduce the visual and environmental impacts of the structure;
- The visual analysis taken from the Vantage Points to show the proposal within the streetscape and to identify screening, slope stabilization, erosion mitigation, vegetation protection, and other design opportunities;
- Access would also be addressed where access and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale;
- The project may include terraced retaining structures to regain Natural Grade;
- Building Location to minimize the cut and fill that would alter the perceived natural topography of the Site. This also involved looking at adjacent properties to maximize opportunities for the streetscape;
- For consistency in building form and scale, structures must be stepped within the grade, and broken into a series of individual smaller components. Low-profile buildings that orient with existing contours were strongly encouraged, and the garage must be subordinate in design to the main building. The Planning Director and/or the Commission may require the garage be separate from the main structure or that there be no garage based on a site-specific review;
- Setbacks to minimize the creation of a “wall effect”;
- The maximum dwelling volume, including Lot size, Building Height, and Setbacks, should look to Zoning District and HDDR requirements. The Planning Commission has discretion to limit the volume of a proposed structure to minimize its visual mass or to mitigate differences in scale between new construction and the existing buildings on the streetscape; and
- Building Height is limited to 27 feet from Existing Grade, with an internal 35-foot restriction. The Planning Commission may require a reduction in Height to minimize visual mass or to mitigate differences in scale between the proposed Structure and the Historic character of the neighborhood’s existing residential Structures.

Assistant Director Ward stated that the Steep Slope CUP review was a review of the design in the context of the streetscape.

Commissioner Frontero sought clarification that these criteria were applied only if the grade was 30% or higher. Assistant Director Ward confirmed that a Steep Slope CUP was required for a proposed Building Footprint of 200 square feet or greater on a slope of 30% or greater.

Chair Suesser noted 200 square feet of Building Footprint on 30% grade triggered the need for a Steep Slope CUP. She observed that on a typical Old Town Lot, that would be 25' x 75', and wondered if they would ever have a Steep Slope CUP on a 25' x 75' Lot.

Assistant Director Ward commented that a Steep Slope CUP would be required for at least a 200-square-foot Building Footprint. It was noted by City Engineer Robertson that 200 square feet would be 10' x 20' of Footprint actually on the Steep Slope, so most of the Lots in Old Town would qualify.

Assistant Director Ward explained that the Sensitive Land Overlay criteria were used for MPDs, Subdivision reviews, and larger projects within the Sensitive Land Overlay outside of the Historic Districts. The Planning Commission recently recommended Code updates on the materials required for construction on Steep Slopes within the Sensitive Land Overlay, and now the Code required that applicants submit a soil investigation report, a geotechnical report, and additional slope information at the time of the Planning application rather than at the Building Permit phase. She noted that the additional requirements for the visual analysis for projects within the Sensitive Land Overlay were also integrated into the application process.

It was noted that the Code prohibits development on or within 50 feet of Very Steep Slopes, which were defined as 40% or greater. She noted that the Planning Commission had the discretion to vary Setbacks from Very Steep Slopes if,

- There is no intrusion on the Ridge Line;
- There is no excessive cut or fill;
- Limits of Disturbance are limited to the minimal area to excavate and backfill;
- There is no additional erosion, land subsidence, or avalanche hazard;
- There is improved vegetation protection, minimized changes to viewsheds, reduction of site disturbance; and
- It would result in an overall reduction in project density.

She noted that these criteria were different from the Steep Slope CUP criteria wherein benching or terracing to provide additional or larger building sites was prohibited. Additionally, streets and roads were subject to regulations on the Slopes and where they could be located. She added that the Code encouraged that streets and roads run with the Existing Grade and that cutting and filling be minimized and re-vegetated.

In terms of retaining walls, Assistant Director Ward advised that any retaining wall constructed in the Sensitive Land Overlay required an additional Administrative Permit from the Planning Department. The Administrative Permit would be based on an assessment of visual impact, compatibility with surrounding terrain, vegetation, and safety. She indicated that there is also a landscaping and re-vegetation review for exposed slopes and disturbed portions of Steep Slopes must be preserved and re-vegetated. There are also requirements to comply with the Design Standards in the Architectural Guidelines.

Assistant Director Ward commented that there were flexibilities built into the Code where there are Open Space requirements for larger projects such as Subdivisions or MPDs. For Very Steep Slopes, 75% of the Steep Slope area must remain as Open Space. For developable land, the Code encouraged clustering density where it would have the least impact on the Sensitive Lands in the area. She added that 100% of the Very Steep Slope area was required to remain Open Space. There was an allowance to transfer some of that density into the developable areas.

She advised that there was also a carve-out for MPDs that were using the Transfer of Development Rights to protect Sensitive Lands and transfer density to other areas. There was also a density transfer if the Planning Commission finds that transferring density would preserve Open Space to ensure long-term protection of significant environments, environmentally or visually sensitive areas, would provide public access for trails, would restore degraded wetlands for environmental areas on the site, or would make other significant environmental improvements. She reminded those present that this review was for the larger projects.

Commissioner Frontero asked about the process and sequencing for the landscaping and re-vegetation regulations, and when a Certificate of Occupancy could be obtained. Assistant Director Ward stated that it depended on the particular project. She noted there had been some changes in landscape bonds for certain application types. For projects like an MPD or a Subdivision Plat, they would typically have a Plat Note or some other requirement that landscaping be complete and compliant. She stated she would follow up further on this inquiry.

Chair Suesser asked if there was a map showing the Sensitive Land Overlay. Assistant Director Ward answered in the affirmative and added that when the amendments were adopted by City Council, the Sensitive Land Overlay map was updated and made available online. She advised that it covered the majority of the City. Previously, the Sensitive Land Overlay was indicated on the Zoning Map with a red dashed line, which made it difficult to determine which properties were included in the Sensitive Land Overlay. The map was updated and everything shaded in pink was the Sensitive Land Overlay.

In response to a further inquiry from Chair Suesser, Assistant Director Ward stated that both Steep Slopes and Very Steep Slopes existed in the Sensitive Land Overlay. She added that in the Sensitive Land Overlay, the 15% definition applied.

Assistant Director Ward next turned to the criteria for Steep Slopes and excavation in Master Planned Developments. She advised that units must be clustered on the most developable and least visually sensitive portions of the site. In addition, projects must be designed to minimize grading and the need for large retaining structures. Further, roads, utility lines, and structures must be designed to work with Existing Grade, and cuts and fills must be minimized. She stated that Findings of Fact require the Planning Commission to find that the project would complement the natural features on the site and would preserve significant features or vegetation to the extent possible. Additionally, there must be a finding that the project meets the Sensitive Land requirements and was designed to place development on the most developable land and least visually obtrusive portions of the site.

Chair Suesser felt this presented another example of Commissioner Frontero's point that projects must be designed to minimize grading and the need for large retaining structures. She felt it was valid to question what that means. She offered that perhaps they needed Code language that was more specific in that regard.

Assistant Director Ward mentioned that when they review CUPs, the project must mitigate the impacts of, and address, Steep Slopes. In the Subdivision review, there were also protections for Sensitive Lands, including Steep Slopes, but those were largely addressed in the Sensitive Land Overlay.

Assistant Director Ward stated that the initial recommendations were to define key terms in the Code. They looked at other codes for examples, and would also define terms such as cut, fill, shoring, terracing, benching, geotechnical reports, and soil investigation reports. Chair Suesser recommended defining retaining walls.

Engineer Gutknecht suggested the definitions include a clarification between exposed retaining walls and structurally incorporated retaining walls, as that would provide a very different visual impact.

Chair Suesser felt it would be important to mention that part of the reason for reviewing the Steep Slope was to allow them to potentially consider whether a site disturbance should be weighed more than just a visual analysis. She understood from her role as a liaison on this Committee with Commissioner Johnson that they were trying to move towards a site disturbance analysis in conjunction with the visual analysis.

Assistant Director Ward acknowledged Chair Suesser's understanding and stated as part of some of the Codes they reviewed they illustrated key concepts, which could help show the desired outcomes. To be addressed in the Final Action Review, she reported that Staff recommended that all Steep Slope applications come before the Planning Commission and that they remove the Administrative Steep Slope review for the smaller projects. Another recommendation was to establish baseline geotechnical report requirements and the purpose for those reports as far as the proposed design. She likened this requirement to the requirement of a baseline Traffic Impact Study. The baseline geotechnical report requirements would include requirements specific to development in Park City, including the scope of what should be evaluated in the report beyond the Lot lines and other clarifications.

In response to an inquiry from Chair Suesser, Assistant Director Ward confirmed that a geotechnical report was not currently required for a Steep Slope CUP in the Historic District, but noted that was one of the recommendations. Currently, the requirement of a report was typically included in a Condition of Approval that would require the report to be submitted at the Building Permit phase. She advised that Staff recommended a requirement that the geotechnical report be submitted with the Planning application. She added that currently, things like a temporary shoring plan and soil stabilization details were generally Conditions of Approval required at the Building Permit phase. They recommended including those as part of the Steep Slope CUP and other Steep Slope development applications.

Chair Suesser suggested also including some limits and noted that currently if something could get engineered, it would get approved. If they were doing a more site disturbance analysis, they should consider putting in some limits.

Assistant Director Ward responded they could clarify the maximum cut slopes, limits on changes to natural grade limits on manmade slopes, Limits of Disturbance, and site clearing, grading, cut and fill standards. As part of that, Staff recommended going through all the different Steep Slope review criteria to update and align them to provide consistency.

Engineer Gutknecht added that generally, global stability was part of the structural engineer's design. They do not look purely at retaining wall stability; rather, they should also be evaluating the global site stability of the slope and how the structure would affect it. As a City, they do not evaluate that; rather, they rely on the engineering expertise of the structural engineer who received the data from the geotechnical engineer regarding soil conditions. The City relies upon its stamp, which they verify that the structure would be stable.

Chair Suesser appreciated this explanation but felt the analysis of the Steep Slope by the Planning Department and Planning Commission should set the stage for what would be analyzed and confirmed. Planning Staff and the Planning Commission were trying to determine the appropriateness of the site disturbance on a Sensitive Land or Steep Slope situation. As part of the initial analysis, she felt the question was how much of the hillside should they allow to be disturbed.

City Engineer Robertson mentioned that geotechnical reports were typically submitted with every project, whether or not it involved a Steep Slope, as they have to determine the appropriate foundation thickness. Even though not required by City Code, these reports were required by the International Building Code ("IBC"), and the Building Department looked at these reports.

Assistant Director Ward presented a slide showing proposed updates to the Code. Currently, the Code focused primarily on visual analysis, especially for Steep Slope CUPs and development within the Historic District and streetscape. They recommended updating the Code to include evaluation of site disturbance. This would be accomplished by defining the key terms, illustrating the key concepts, establishing the baseline geotechnical report requirement, and aligning the criteria so there would be limits to be considered as part of the Planning Commission's review of these projects. Assistant Director Ward asked the Commission if they had additional considerations they wanted to include as part of this review.

Commissioner Sigg was curious about cuts and fills and asked if a hill created by virtue of a road graded at 45 degrees would count in the 50-foot Setback from the Steep Slope as it would be a man-made slope. He also raised the example of a dead-end street with houses on either side and the end of the street was a cliff. He asked if the creation of a road could create a Steep Slope condition. He also asked about grade walls to hold drainage. He would refer to these as wing walls coming off the side of a house. Chair Suesser commented there were many examples of this in Old Town.

Assistant Director Ward responded that the 50-foot Setback from Very Steep Slopes was in the Sensitive Land Overlay, so that would not apply to Old Town Lots. Commissioner Sigg offered the example of Mellow Mountain Road past the two switchbacks where there is a house on the downhill side where the road essentially falls away. Someone had now elected to build a house, and he felt they were not within 50 feet of what he would consider either a Steep Slope, or fill from the road. He added that the fill was the result of creating the road. Assistant Director Ward stated they would look into that, and added that some of those Subdivisions were created before the Sensitive Land Overlay was adopted. Engineer Gutknecht was unclear on Commissioner Sigg's question about the wing walls, and explained that in engineering, they review low-impact development. This involved the stormwater retention required for the modified impermeable surface that triggered requirements for retaining that water on site.

Commissioner Sigg asked if there was a provision where they might have a Steep Slope that required a wing wall, but the house might not be on a Steep Slope, and as a result, there might be drainage going away. He asked if there was something that would allow for the creation of a wall that would hold drainage and erosion within the Steep Slope.

Chair Suesser felt that would fall in the retaining wall category. Assistant Director Ward stated they would look into this question.

Commissioner Frontero stated that the LMC defined two Slopes. Steep Slopes were at a 15% grade, and Very Steep Slopes were at 40%. He suggested they reword it to something along the lines that Steep Slope was defined as 15% or greater, and then add three levels to that. Level 1 would be 15% or higher; Level 2 would be at 30% because that was the slope at which a CUP was required in Historic Districts; and Level 3 would be 40%. He would remove the Very Steep Slope category, as he found it confusing and not very descriptive. He felt the public would be better able to appreciate the different levels.

Chair Suesser agreed they should define a 30% slope because it was not included in either category. From an engineering standpoint, Commissioner Hall asked if there was anything else, other than the geotechnical report, that the Departments were seeing that should be incorporated or prioritized. Engineer Gutknecht stated that the City Engineering Department did not review that report; rather the Building Department reviewed the geotechnical report in conjunction with the structural engineering plans and the entire plan packet in order to ensure that it met the provisions of the International Building Code. She did not feel there was anything beyond that that would take precedence.

Commissioner Hall clarified that she was looking for suggestions on how they prioritized these updates, and whether they felt that some were absolutely crucial, or whether anything was missing.

City Engineer Robertson advised they have had discussions with the Building Department and Planning Department, and felt that having the geotechnical report upfront, which would include other required information, was important.

Commissioner Hall asked if anyone had recently used the Density Transfer, and wanted to know the definition of a Sensitive Site in conjunction with that. Since her time in the Planning Department, Assistant Director Ward was unaware of any application processed that used the Density Transfer; however, when they review Building Permits for areas already subdivided, there were Subdivisions such as those in the Estate Zone where three acres were required for a home. Some of the subdivisions in the Estate Zone have homes located on very small Lots; however, within that Subdivision the density was consolidated and the acreage surrounding the Subdivision was Open Space. She commented that there had been applications that clustered the density to protect the Sensitive Lands; however, she was unaware of any recent application that proposed to use any of those transfers.

Commissioner Hall likewise could not recall any applications, but stated she liked the general concept of trying to encourage the location of structures in less impactful areas. She questioned whether this presented an opportunity to further explore or encourage that. Chair Suesser liked the idea that someone looking to develop a Steep Slope could look to transfer his or her density to another site and leave the slope alone. She noted that might be a great thing for the Planning Department to encourage.

Commissioner Hall inquired about any problems that were encountered with the shift of some of the Steep Slope CUPs to the Planning Department. Assistant Director Ward would address that later and stated the recommendation was made in response to changes in State Code. With regard to the “wall effect,” Chair Suesser noted a couple of examples in town where they had created a “wall effect.” She felt that should be clarified.

Commissioner Sigg asked how the Steep Slope criteria related to contours in the topography and the area that could potentially be filled. He thought there was a provision in the Code that contours in the land could be filled to the average grade. He knew some of the other Ordinances contained such a provision, and recalled that 25 square feet at over 30% grade could be filled to create a bigger site.

Assistant Director Ward stated they could look into that question. She was aware there were requirements for measuring it but would look to see if there was something that allowed for that to be filled.

Commissioner Kenworthy asked if there was anything in the City's Codes that were more lenient than the International Building Code. He noted there was discussion about the City relying on the IBC for some things, and he wondered if it was consistent across the line with the City Codes.

City Engineer Robertson explained that the IBC specifically applied to the building and the foundation. They defer to that Code and have adopted it. The International Building Code did not necessarily address the issue of slope on grades. He confirmed that in terms of retaining walls, the City generally had Codes that were similar to the International Building Codes. City Engineer Robertson would have to look at whether any City Codes were more lenient than the International Building Code.

Commissioner Kenworthy asked where they got the baseline for the Steep Slope Codes. City Engineer Robertson explained that the current Steep Slope Codes address what the Final Grade should be, but do not get into specific Engineering Codes or standards. He stated that was why many things were deferred to the Building Permit when they start looking at the soil structure, foundations, and how the construction would occur on the site.

Commissioner Kenworthy explained that he was trying to see if there was something that would help with some of the earlier issues expressed by Commissioner Frontero and Chair Suesser in regard to terms like “minimal” and “excessive.” He hoped they could draw from other sources to define those terms.

City Engineer Robertson advised that there were some engineering standards and practices they could use, which he felt they were trying to include in the updated Code to have it upfront that would help with the decision-making before an application reached the Building Permit phase.

Commissioner Kenworthy asked City Engineer Robertson if he had any other suggestions regarding the cadence of these submittals. City Engineer Robertson felt that was included in some of the recommendations, and he did not feel anything else should be included earlier on in the process. He noted there would be some specifics they had not yet defined, but they proposed the geotechnical report up front with more requirements that would address soil



conditions, drainage conditions and issues, and preliminary design work on the walls. This was recommended to avoid situations where the end of a project did not look like what was presented to the Commission at the beginning during the approval of a Steep Slope.

Chair Suesser felt it would be helpful for Staff to weigh in on some examples around town of lessons learned. She mentioned Commissioner Sigg's comments about a man-made road. She also noted the landslide this year, which she understood was a compaction problem that might have also had to do with the amount of snow and the runoff.

City Engineer Robertson offered that what they were trying to accomplish by requiring this information up front was to address the building of properties within the Steep Slope areas. With respect to the landslide, he would defer; but they could definitely talk about lessons learned in terms of Steep Slopes and constructing in those areas.

Engineer Gutknecht understood the landslide was something of interest not only to the Planning Commission but also to the community and their department. They did not have any definitive information yet on what caused that slide, and they were reluctant to speculate on it. When they have good information, they could share it with the Commission.

Commissioner Kenworthy stated there was a drainage component that went with the landslide, and asked if that was included in the application, even though it was on an abutting property. He wondered if it was required in the application to address a drainage concern off the property line. Engineer Gutknecht deferred that question, but cautioned against trying to connect any particular thing to the cause of the landslide because at this point they truly did not know the cause. Commissioner Kenworthy understood, but felt it could be a critical issue, and wondered how they could address a neighbor's drainage system that abuts a property.

Chair Suesser felt that if that property were in the Sensitive Lands, it would have required the 50-foot Setback from the Steep Slope. She understood there were some exceptions to decrease that Setback.

Commissioner Kenworthy pointed out that regardless of this situation, when an owner has a continuous Steep Slope, and there is a drainage system somewhere along the line of that Slope, he wondered whether that was something the Engineering Department would like to see addressed in the application.

City Engineer Robertson felt addressing drainage in Steep Slopes was some of the things they were talking about, and they would like to see that information sooner rather than later. They would look at the site only, however.

Chair Suesser commented that the impact on an adjoining parcel would be something that needed to be contemplated. City Engineer Robertson explained that in designing a site, they are typically not allowed to have free flow runoff off the site, and it has to be captured and collected in some way to a drainage system.

Commissioner Kenworthy stressed that he was trying to address the fact that there was an existing drainage system on the continuity of the slope, and it was probably not addressed in the application. He asked how they could do that going forward.

Commissioner Sigg asked if there was a provision for stormwater management in the proposed Steep Slope Amendments. Assistant Director Ward responded that those were not included in the LMC; however, they could provide the Commission with a summary of what was in place. It was noted that the Municipal Code had a provision for stormwater management, and that was something that the Engineering Department reviewed during the Building Permit process. That provision applied to Single-Family Residences as well as MPDs.

Chair Suesser advised that Commissioner Johnson would submit comments, and noted that he had been very involved in his liaison position on this issue.

Commissioner Hall stated that if the Engineering Department was satisfied with the proposed list of changes, she was as well.

Chair Suesser asked if the slope was measured at the site, or whether they relied on topographical images. Assistant Director Ward explained that applicants were required to submit a certified topographical survey, and if there was a site that was previously disturbed, there was a process where they try to work through the original conditions. She added that Staff was working on scheduling site visits, and would like to include a site under construction that has shoring.

Commissioner Kenworthy stated that a lot of sites in Old Town had been disturbed, and offered that looking at contour lines on a topographical survey, you could see adjacent properties that had not been disturbed. He added that they could also find a 100-year old tree in town, which would represent the grade 100 years ago. He stressed there were ways to project pretty closely the historical grade of the Lot. He recommended finding one of those Lots that they could visit.

Chair Suesser wondered whether the Old Town Inn on Empire Avenue could be an example of a project with some shoring. She described it as a red and white Inn that was currently jacked up. Commissioner Frontero added there was quite a bit of shoring at that site, which was located on Empire Avenue between 10<sup>th</sup> and 11<sup>th</sup> Streets. He added that the excavator had now excavated down quite a bit, and the back wall was completely shored up. He felt it would be an interesting opportunity for the Commission to visit the site and have the City Engineer attend to explain what was occurring at the site.

After a brief recess, Chair Suesser called the meeting back to order.

**B. Land Management Code Amendments - Final Action - The Planning Commission Will Conduct a Work Session on Final Action Land Use Authorities for Various Land Use Applications to Discuss Opportunities to Shift Final Action from the City Council to the Planning Commission and from the Planning Commission to Planning Staff. PL-23-05649.**

Assistant Director Ward explained they were holding a Special Meeting because they were not able to get to all of the Agenda Items during previous meetings. She stated that one of the goals of this Work Session was to streamline and make Meeting Agendas more efficient for both the Planning Commission and the City Council as far as Administrative land use applications. She explained that an Administrative land use application was submitted for review for compliance with the criteria in the Code. The determination made is either it complies or does not comply.

Additionally, there would be several items before the Planning Commission this fall, including the Bonanza Park Small Area Plan. The community kick-off meeting was scheduled for July, and as that Plan develops, it would come before the Planning Commission for review, public hearings, and a potential recommendation to City Council. She mentioned that the same process would apply to the General Plan.

Assistant Director Ward stated that they would also be required to make changes to how they review applications because of the new State Code, specifically for Subdivisions and Steep Slope evaluations. She added there was an opportunity to evaluate the appeals that come before the Planning Commission, and potentially have those referred to an appeal panel, Board of Adjustment, or other review authority.

Currently, the LMC included a table showing the different land use applications, the Final Action authority, and the appeal authority. This table also notes when the Planning Commission makes a recommendation to City Council.

Assistant Director Ward advised that Administrative Permits were reviewed at the Staff level, and any appeals of those Permits come before the Planning Commission. Conditional Use Permits come before the Planning Commission for review, and if appealed go before City Council. She commented that City Council was scheduled to review a potential three-member appeal panel amendment on July 13, 2023. If passed, a three-member appeal panel would review the CUP appeals. She stated that Staff reviewed Administrative CUPs, with the Planning Commission appeal authority. Master Planned Developments were within the Planning Commission's Final Action authority, with the potential to go to the appeal panel instead of the City Council for appellate review. She also mentioned that the plat amendments went to the Planning Commission for recommendation to City Council. Subdivision and Condominium plats go through that same process.

Assistant Director Ward advised that Legislative, Annexations, Zoning, and LMC Amendments would continue to be required to come before the Planning Commission for review, public hearing, and recommendation to City Council for Final Action. She advised that the Utah Legislature enacted Senate Bill ("S.B.") 174 required changes to Subdivision reviews. This legislation would not take effect until February 1, 2024. Staff was working internally to address the review requirements that the City would be required to provide. She explained that they would need to provide applicants with checklists of all required standards from the districts and the Code requirements.

Assistant Director Ward expressed that this was a consensus bill with the Utah Commission on Housing Affordability, the Property Rights Coalition, the Utah League of Cities and Towns, and the Utah Association of Counties. It sought to establish a uniform process for Single-Family, Duplex, and Townhome Subdivision reviews statewide. The new law was intended to require publication of the required standards, require complete applications, and expedite the review process by limiting public hearings on Subdivisions to one as part of the preliminary review. She explained that this would shift Subdivision approvals from a Planning Commission or City Council to a Staff level or Administrative review for Final Action.

Assistant Director Ward advised that Staff would come back before the Commission this fall with the amendments to comply with State Code. She noted that there was flexibility in the way the City could review plat amendments, which were the majority of the applications that come before the Planning Commission. She stated it was rare for the City to see new Subdivisions.

With regard to plat amendments, the current Code provides for Planning Commission review, a public hearing, and a recommendation to City Council. City Council was then required to review the application, hold a public hearing and take Final Action through the adoption of an Ordinance. The plat amendments require a finding of Good Cause that the amendment would provide positive benefits and mitigate negative impacts, as determined on a case-by-case basis. She provided the example of plat amendments that would provide public amenities and benefits, resolve issues of non-conformities, address issues relating to density, promote excellent or sustainable design, utilize best planning and design practices, preserve the character of the neighborhood and of Park City, and/or further the health, safety, and welfare of the Park City community.

She explained that the State required that Subdivision regulations be approved by City Council. However, State Code does not require that plat amendments go to the Planning Commission or City Council for approval. She stated that Lot line adjustments to shift the Lot line between two properties could be done at Staff level through the Planning Director. These types of plat amendments are allowed with the Planning Director review if they comply with all of the underlying zoning, they have support from all the adjacent property owners, and they meet all the criteria. All other plat amendments currently come to the Planning Commission for recommendation to City Council.

Assistant Director Ward explained that one of the potential amendments could be that plat amendments would come before the Planning Commission for Final Action. There were also potential opportunities for plat amendments to be reviewed at the Staff level and provided the example of a plat proposed to remove a Lot line from a Historic Structure. She inquired whether the Planning Commission was interested in being the final authority for plat amendments so that the Final Action would occur here, with no further recommendation or review by City Council. Commissioner Christin Van Dine answered in the affirmative.

Commissioner Frontero asked how many times the Planning Commission approved a plat that was subsequently overturned by City Council. Assistant Director Ward replied that during her time in the Planning Department, she was unable to think of an example.

City Attorney, Mark Harrington advised that it had happened only once or twice during his 30-year tenure with the City.

Commissioner Frontero liked the idea and wondered how City Council would feel about such an amendment. Assistant Director Ward advised that the Planning Commission had already identified this as a topic to address this year, and City Council reiterated that interest in having that evaluation through the lens of what type of applications where the City Council could provide the most value and impact. She added that plat amendments or Subdivision applications that are required to conform to the criteria in the Code involve more of an administrative review. The City Council did not provide direction one way or another; rather, they wanted the Planning Commission to have the discussion and make a recommendation. Commissioner Frontero expressed support for this recommendation. Commissioner Kenworthy also supported it.

Chair Suesser did not like the change, as she felt it provided good checks and balances, and provided another opportunity to look at an application. She liked the idea of plat amendments continuing to go to the City Council because she felt it was good to get the City Council's input.

She noted that she sometimes learns from the City Council's insights. She also opined that it was not that much of a time demand as they normally agree with the Planning Commission's recommendation, and she liked the idea of keeping the review as it currently existed.

Assistant Director Ward next turned to the Steep Slope CUPs and advised that in 2017 the Planning Commission recommended that if an application involved two Old Town Lots or less, the Steep Slope review would occur at the Staff level.

In 2021, the Utah Legislature enacted a new State Code that changed the way Building Permit reviews happened for Single-Family, Duplex, and Townhome submittals. The new State Code limited the City in the review at the Building Permit phase as far as the number of revisions and resubmittals that could be required. She noted there were some exceptions for Sensitive Lands; however, with the way the reviews have been done and the requirements that Building Permits be approved conditionally, Staff recommended shifting Steep Slope CUPs to the Planning Commission for review with the updated criteria discussed earlier in this meeting.

Assistant Director Ward explained that Staff went through the number of Steep Slope CUPs that Staff was reviewing at an administrative level, and there were approximately 2 – 3 per year. Because of the changes in the Building Permit phase, Staff recommended that they go back to the Planning Commission review for Steep Slope CUPs. She requested Planning Commission feedback. Commissioner Van Dine expressed support for shifting Steep Slope CUPs back to Commission review, especially considering all of the changes being made. There was a similar consensus amongst the Commission.

City Attorney Harrington stated that in regard to Commissioner Kenworthy's earlier question as to whether the Steep Slope regulations were less stringent or more stringent, he explained that they were additive. Most jurisdictions do not have such regulations, or they have them limited to certain geological hazards. He added that the City's Steep Slope and many of the Conditional Uses differ and were much more stringent by their nature than anywhere else in the State, even though some of the specific provisions might be less stringent than industry standards that regulate certain things a different way somewhere else.

City Attorney Harrington stressed there was no direct comparison between the Codes. He cautioned that the Legislature did not like Single-Family and otherwise permitted uses in zones that were subject to multiple Conditional Use reviews. The City successfully employed that as implementation methodology from the older MPDs and high-level site planning to then do CUPs for the subsequent site review. This was also unique to Park City as an additive layer of review that was not seen in other jurisdictions. He wanted the Commission to know that the State was looking at further streamlining Single-Family and Duplex permitting, and this could be seen as somewhat of a barrier to that. He suggested that the Planning Commission could be conscious of that by making sure they were expediting the reviews and ensuring they were not delaying them without good reason.

The Commission would not want to get in a situation of being accused of delaying an otherwise permitted use development. He wanted the Commission to think about the way of balancing the appropriate review that comes before the Commission with a short building season.

Chair Suesser asked if the Commission would have the details of the stabilization walls when they review a Steep Slopes CUP application. Assistant Director Ward stated that under the proposed amendments, they would have the geotechnical report that should provide that

information. She added that the goal of the amendments would be to have a holistic, complete picture of what was being proposed, as well as the criteria to look at site disturbance and the desired final site.

Commissioner Hall asked about the 14 days and whether they would get bumped up to the top of the list. City Attorney Harrington explained that the CUP was not subject to that requirement.

Assistant Director Ward next addressed the appeal authority and explained that currently, any Final Action taken at Staff level comes to the Planning Commission. The only items that Staff has an administrative review on are things like Administrative Permits or Administrative CUPs that apply the same criteria as the Planning Commission. She explained that the Planning Commission could shift the appeal authority if the appeal panel was adopted by City Council. They could also shift it to the Board of Adjustment, or an appeal Hearing Officer. The Planning Commission could also retain that authority. She mentioned that they do not see a lot of these appeals each year, but this could present another opportunity to make changes for Final Action authority.

Chair Suesser liked the idea of keeping an appeal of a Planning Staff decision with the Planning Commission. Commissioner Hall expressed that it was hard to envision what the appeal panel would be like, and would be open to shifting it at some point; however, she felt it was preemptive to change that at this point.

Commissioner Van Dine agreed and felt that keeping the appeal authority with the Planning Commission was appropriate until they see how the appeal panel works. Commissioner Kenworthy and Commissioner Frontero agreed.

Commissioner Sigg felt they should keep the authority because they have the history of the event, and because they do not know the makeup of the appeal panel.

Assistant Director Ward stated that Staff went through all the applications to see if there were applications they felt could be transitioned from the Commission to Staff. Currently, Staff review was limited to tents for less than 14 days or temporary structures, and retaining walls. At this time, they did not identify any applications. She asked if there were any additional application types that the Commission felt could be reviewed at a Staff level. She clarified that Staff's review of retaining walls included a review of retaining walls that exceed four feet in a Front Setback or six feet in a Side or Rear Setback because those conditions require an Administrative Permit.

Commissioner Frontero asked if the Commission was notified of Administrative Permit approvals. Assistant Director Ward explained that those follow the same public notice requirements as items that come before the Planning Commission. Administrative public hearings were scheduled for Thursdays at noon, and packets are published on the Listen Live webpage similar to the packets published for the Commission. Minutes are also taken. She added that Administrative Permits go through the same review process, including Development Review Committee. Then a Staff Report and a Final Action Letter are written, similar to what is done for the Planning Commission. Additionally, notice is provided in the same manner as for Commission matters, and the applicants and the Planner attend, along with community members who provide input. The Planning Director determines the Administrative Permit.

Commissioner Hall supported moving some plat amendments to Staff review and referencing the grid shown on the second page of the Staff Report, she would shift all of those reviews to Planning Commission for Final Action, with the exception of an Annexation or an LMC Amendment. She felt those involved policy-based decisions. She also believed that some of the plat amendments were more administrative and it would be more efficient to have them reviewed by Staff. She would like to spend more time prioritizing LMC Amendments and the applications that impact the community to a much greater extent.

Commissioner Hall noted that City Council spends a lot of time on the same conversations and reading the same packet that was provided to the Commission. As a citizen, she would prefer the Council's time be spent on bigger agenda items rather than spending time on items that the Commission had already spent a lot of time on. She reiterated that Annexations and LMC Amendments were high-level policy-based decisions that should be within the jurisdiction of the City Council. She also found it counter-intuitive that the Planning Commission had Final Action authority on MPDs, which she felt were much more impactful, whereas the Council reviewed every plat amendment.

Commissioner Kenworthy supported Commissioner Hall's comment regarding the priority of addressing LMC Amendments because it was a critical need to keep up with the LMC especially when they find through their experiences that they can check the LMC boxes, but were not serving the overall General Plan.

Commissioner Hall stated tonight was a great example, wherein they had to schedule a Special Meeting because they could not finish prior meeting Agendas. She stated it was an issue of how the Commission wanted to prioritize its time, and City Council would determine how to prioritize its time. She reiterated that as a citizen, she would love to see City Council prioritize Bonanza Park and have an entire meeting on that item rather than re-hashing what the Planning Commission already extensively reviewed.

Chair Suesser agreed that the Planning Commission should have Final Action on plat amendments, but did not agree that they should shift more to Staff. Commissioner Hall felt that some plat amendments were minor tweaks to Old Town Lots. Chair Suesser noted that some plat amendments in Old Town had become tricky, as have the Lot Combination issues, so she hesitated to pass more plat amendments to Staff.

Commissioner Hall would like it if the Code provided more direction on what was allowed so that it would be clear to an Old Town owner about what they would be allowed to do. They could then work with Staff to determine if it was something that needed to go to Planning Commission or could be an Administrative review.

Commissioner Van Dine agreed with Commissioner Hall's comments. She could go either way on plat amendments and agreed that if they could shore up the LMC to give clear outlines of expectations, they could then determine if they could make them more administrative. Until they had that clarity, she would not want to change anything.

Chair Suesser indicated that there might be a way to define certain plat amendments that would be appropriate for Staff review.

Assistant Director Ward understood there was consensus to recommend that the Planning Commission would have final authority on plat amendments in general, and as they continue to update the LMC, they could re-evaluate whether some of the reviews could be shifted to Staff.

**5. ADJOURN**

**MOTION:** Commissioner Hall moved to adjourn.

The meeting adjourned at approximately 8:00 p.m.

PENDING APPROVAL



## Planning Commission Staff Communication



**Subject:** Lot Combinations in Historic Districts  
**Application:** PL-23-05655  
**Author:** Planning Team  
**Date:** July 12, 2023  
**Type of Item:** Legislative – Land Management Code Amendments

### Recommendation

Due to the continuations of 729 Rossie Hill and 755 Rossie Hill nightly rental Conditional Use Permits, the North Norfolk Subdivision, and the 958 Woodside Avenue Plat Amendment continuations to the July 12, 2023 Planning Commission meeting (I) open a public hearing; (II) continue Land Management Code Amendments regarding Lot Combinations in Historic Residential Zoning Districts to July 26, 2023.

### Description

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant:                             | Planning Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Zoning Districts:                      | Historic Residential Low – Density<br>Historic Residential – 1<br>Historic Residential – 2<br>Historic Residential Medium                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Land Management Code Sections Amended: | Historic Residential Low – Density<br>§ 15-2.1-2 Lot and Site Requirements<br>§ 15-2.1-4 Existing Historic Buildings and/or Structures<br><br>Historic Residential – 1<br>§ 15-2.2-3 Lot and Site Requirements<br>§ 15-2.2-4 Existing Historic Buildings and/or Structures<br><br>Historic Residential – 2<br>§ 15-2.3-3 Lot and Site Requirements<br>§ 15-2.3-4 Existing Historic Buildings and/or Structures<br><br>Historic Residential Medium<br>§ 15-2.4-3 Lot and Site Requirements<br>§ 15-2.4-4 Existing Historic Buildings and/or Structures |
| Reason for Review:                     | The Planning Commission reviews and forwards a recommendation to the City Council for Land Management Code amendments; the City Council takes Final Action <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                               |

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<sup>1</sup> LMC [Section 15-1-7](#)

## **Background**

In the fall of 2022, the Planning Commission conducted a series of work sessions to identify Land Management Code (LMC) amendments for 2023. On January 25, 2023, the Planning Commission reviewed the list of amendments for 2023 and prioritized Conventional Chain Business and Vibrancy Ordinances, Final Action, and Affordable Master Planned Developments ([Minutes](#), p. 37-38). On April 26, 2023, the Planning Commission requested to also prioritize lot combinations in Historic Districts ([Audio](#)).

The Planning team has been researching the background on the formation of current lot combination regulations and the General Plan recommendations, and compiling GIS data for lots in the Historic Districts regarding the number of vacant lots, adjoining vacant lots, and average lot sizes. On December 7, 2022, the Historic Preservation Board conducted an introductory work session on lot combinations ([Staff Report](#); [Minutes](#)). The Board identified opportunities to explore revisions to the Design Guidelines for Historic Districts and Historic Sites, but overall were in support of the lot combination encouragement and Maximum Building Footprint in the LMC. Public input was provided to the City Council regarding lot combinations on December 8, 2022 ([Minutes](#), p. 5 – 6).

In response to the Planning Commission's April 26, 2023 request to prioritize lot combinations, the Planning team issued public notice of a *Pending Ordinance Establishing Maximum Lot Sizes for Lot Combinations in the Historic Districts* on May 10, 2023. As a result, lot combination applications submitted prior to the pending ordinance will continue to be processed under the established standards in the LMC and applications submitted after May 10, 2023 will be processed only to the extent they comply with the pending ordinance until new standards are adopted.

A Planning Commission public hearing was conducted on May 24, 2023. The next public hearings will be July 26, 2023, and August 23, 2023.

The Pending Ordinance establishes a baseline for the Planning Commission discussions as follows, but may be modified throughout the six-month period:

- **Historic Residential Low – Density Zoning District**
  - Establish a maximum lot size of 5,623 square feet, or three Old Town lots, for Single-Family Dwelling (the only residential use allowed)
  - Exempt Historic Sites that exceed the maximum lot size
- **Historic Residential Medium Zoning District**
  - Establish maximum lot sizes for Single-Family, Duplex, Triplex, and Fourplex Dwellings and Planning Commission discretion to establish a maximum lot size during Conditional Use Permit review
  - Exempt Historic Sites that exceed the maximum lot size
- **Historic Residential – 1 and Historic Residential – 2 Zoning Districts**
  - Establish a maximum lot size of 3,750 square feet, or two Old Town lots, for Single-Family Dwellings and a maximum lot size of 7,500 square feet, or four Old Town lots, for Duplexes.

- Exempt Historic Sites that exceed the maximum lot size.

## Planning Commission Staff Report



**Subject:** Community Wildfire Risk Assessment  
**Author:** Heinrich Deters, Trails and Open Space Manager  
**Date:** July 12, 2023  
**Type of Item:** Work Session

The Trails and Open Space Team, in conjunction with the City's Wildfire Mitigation consultants, Alpine Forestry and The Ember Alliance, will be presenting the Community Wildfire Risk Assessment (CWRA) to the Planning Commission for informational purposes.

The CWRA provide the framework to achieve the following goals:

- **Resource Identification:** Provide significant data collection, ground proofing, and mapping of 'High-Value Resources and Assets' (HVRAs) within the project area.
- **Prioritized Mitigation Efforts:** Analyze fire behavior within the project area and identify high-risk locations prioritized for planning and mitigation.
- **Federal and State Grant Support:** Provide baseline planning information for future State and Federal grant applications.
- **Community Engagement and Information:** Provide wildfire-related information, awareness, and best practices for homeowner associations and residents.

The CWRA utilized several methods to engage the community throughout the year-long planning process. We created a project [website](#) to establish the goals and intent. The website also provided a portal for survey information and current mitigation projects. The project established a technical stakeholders committee, which assisted in documenting HVRAs and reviewing the final report.

A community survey was developed and advertised from September through late October 2022. The survey received 409 responses and over 300 comments. Key findings from the survey include:

- 96% of respondents believe the community is at risk of a wildfire, and impacts would be economically significant on the region, and 94% believe a wildfire would be catastrophic for our resort economy.
- 85% expressed moderate to high levels of concern about the impacts of a wildfire on water quality, while 89% expressed a high level of concern about the effects of wildfire smoke on air quality.
- Residents strongly supported the idea that each landowner was responsible for mitigation efforts and that local government was in a position to enforce associated ordinances.
- Residents preferred an in-person review or assessment of their wildfire risks

and what to do about them. They were supportive of other educational or information programs and opportunities.

### **Current City Ordinances:**

On July 1, 2020, Park City Municipal adopted portions of the 2006 Utah Wildland Urban Interface (WUI) Code ([Municipal Code of Park City Section 11- 21- 1](#)).

- The WUI Code applies to all new construction, additions, and remodels valued at over \$50,000 and is regulated through the building permit process. Compliance can be reached by balancing home hardening techniques with defensible space management.
- The City also adopted plant lists, which include trees, shrubs, and grasses. The list of approved species is based Utah State University's "Firewise Plants for Utah Landscapes" and guides what can be planted in the Immediate and Intermediate Ignition Zones. The list can be found [here](#).

The following is a synopsis of the adopted code:

### **Home Hardening:**

1. Roofs are free of pine needles, leaf litter, and all other debris.
2. Rain gutters are kept clear and clean of all debris.
3. Areas under decks or roof overhangs are not used for storage of any combustible materials.
4. Areas under decks are kept clean of all dead or dry vegetation and debris.
5. Vents are covered by metal screens with no larger than 1/8-inch mesh.
6. Eaves are boxed and/or made from non-combustible materials.
7. Existing or proposed fence components within the Immediate Ignition Zone are made of non-combustible materials and/or the structure is non-combustible at the connection point.
8. Windows are made of double or triple pane or tempered glass.
9. Roofs are covered with a Class A roof covering. Documentation of Class A roof assemblies and coverings are required.

### **Immediate Ignition Zone: (5 feet to structure, including decks and overhangs)**

1. All dead and dying vegetation is removed from within 5 feet of the structure.
2. All vegetation is on the approved list.
3. All trees are trimmed to be no closer than 10 feet from an active wood burning chimney. The distance from any natural gas direct vent follows manufacturer recommendations.

### **Intermediate Ignition Zone: (30 feet to 5 feet)**

1. All vegetation in this zone is on the approved list.
2. All dead and dying vegetation is removed and kept clear.
3. Grasses are kept to a maximum of 4 inches in height above the ground.
4. Vegetation under trees is removed to prevent the ladder effect of a ground fire from spreading into tree crowns.
5. Trees taller than 10 feet and less than 15 feet have all branches removed from within 4 feet of the ground as measured from the highest point of the ground below the canopy of the tree.
6. Trees greater than 15 feet have all branches removed from within 6 feet of the ground measured from the highest point of the ground below the canopy of the tree.
7. Trees and shrubs are clustered, with the canopies of the clusters no closer than 18 feet to the next closest cluster(s).
8. No single tree cluster exceeds 5 trees or covers more than 15% of the Intermediate Ignition Zone, whichever is less.

*Exception: Structures meeting all requirements in #1. Home Hardening 1 through 4 and at least 3 items from 5 through 9 are not required to meet items 5 through 8 in the #3. Intermediate Ignition Zone.*

### **Extended Ignition Zone: (100 feet to 30 feet)**

1. All dead and dying vegetation is removed.
2. Small conifers growing between tree clumps or clusters are removed by thinning.
3. Trees greater than 15 feet have all branches removed from within 6 feet of the ground as measured from the highest point of the ground below the canopy of the tree.
4. Trees and shrubs are clustered. Canopies of the clusters are at least 12 feet apart from next closest cluster(s).
5. No single tree cluster exceeds 5 trees or covers more than 25% of the Intermediate Ignition Zone, whichever is less.

*Exception: Structures meeting all items listed in Home Hardening are not required to meet items 3 through 5 in the Extended Ignition Zone.*

### **Current City WUI Assessment Program:**

At the request of homeowners and homeowner associations, the fire code official or designee may arrange an evaluation for properties to gauge WUI Code compliance. Representatives assess the fire danger based on the Park City Voluntary WUI Code Home Hardening & Defensible Space worksheet. Copies of the worksheet are provided and referenced during the consultation.

Representatives can also provide in-person or virtual presentations to educate homeowners about steps to protect their properties from wildfire. These meetings are coordinated when requested by homeowner associations or several neighbors.

# Planning Commission Staff Report



**Subject:** 2411 Country Lane and 28 Payday Drive  
**Application:** PL-23-05607  
**Author:** Jack Niedermeyer  
**Date:** July 12, 2023  
**Type of Item:** Plat Amendment

## Recommendation

(I) Review the proposed 2411 Country Lane and 28 Payday Drive Plat Amendment; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on August 22, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft ordinance (Exhibit A).

## Description

**Applicant:** Tyler W. Walton  
**Location:** 2411 Country Lane and 28 Payday Drive  
**Zoning District:** Single-Family (SF)  
**Adjacent Land Uses:** Residential, Urban Parks, Open Space  
**Reason for Review:** City Council reviews and takes final action on Plat Amendments<sup>1</sup>

LMC Land Management Code  
SF Single-Family  
SLO Sensitive Land Overlay  
SFD Single-Family Dwelling

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

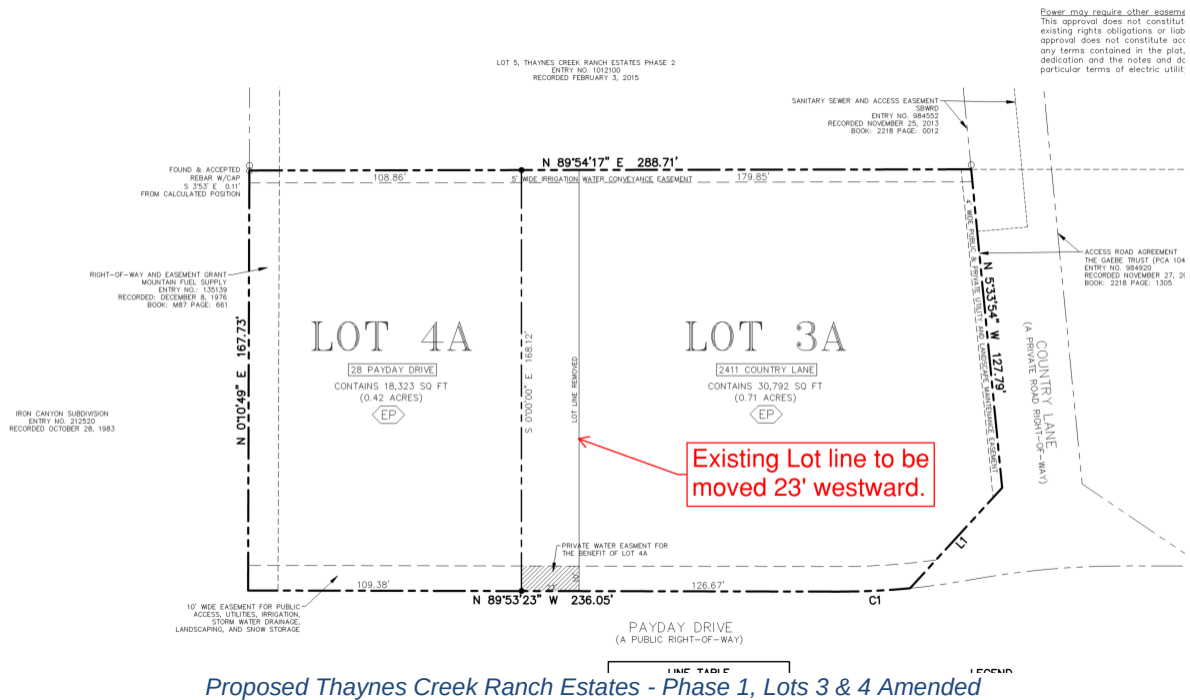
## Background

Application PL-23-05607 is for a Plat Amendment that moves the Lot Line between Lot 3 (2411 Country Lane) and Lot 4 (28 Payday Drive) of the Thaynes Creek Ranch Estates Subdivision – Phase 1. Both Lots are currently under the same ownership, with Lot 3 containing a Single-Family Dwelling (SFD) constructed in 2015, and Lot 4 being vacant. The current size of Lots 3 and 4 are 0.62 acres and 0.51 acres, respectively.

The Applicant proposes to shift the common property line 23 feet to the west. The shift will increase the size of proposed Lot 3 to 0.71 acres and decrease the size of proposed Lot 4 to 0.42 acres. The total acreage shared between the two lots is not proposed to be modified.

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<sup>1</sup> LMC [§ 15-1-8](#)



The property recorded as Thaynes Creek Ranch Subdivision- Phase 1 was annexed into Park City as part of the Richards/PCMC Annexation. The Richards/PCMC Annexation Plat and the attached Annexation Agreement and Exhibits were approved by the City Council on January 31, 2013, Ordinance 2013-06 (Exhibit E). Exhibit C of Ordinance No. 13-06 shows the “*Concept Subdivision and Phasing Plan - Thaynes Creek Ranch Estates*”, which shows conceptual locations of Lot 3 and 4 within the former Richards Parcel.





## Analysis

### **(I) The proposal complies with the Single-Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.**

2411 Country Lane (Lot 3) and 28 Payday Drive (Lot 4) are located within the Single Family (SF) Zoning District. 2411 Country Lane currently contains a SFD that was approved for construction in 2014 (Exhibit D). 28 Payday Drive is a vacant lot.

The purpose of the SF Zoning District is to:

- A. Maintain existing predominately Single Family detached residential neighborhoods;
- B. Allow for Single Family Development Compatible with existing Developments,
- C. Maintain the character of mountain resort neighborhoods with Compatible residential design; and
- D. Require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Single-Family Dwellings are an allowed use in the SF Zoning District.<sup>2</sup>

The table below outlined the Lot and Site Requirements in LMC § 15-2.11-3:

| Requirement                                                                                                                                                                   | Analysis of Proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Density</b><br><br>The maximum Density for Subdivisions is three (3) units per acre.<br><br>One (1) acre = 43,560 square-feet<br>One-Third (1/3) acre= 14, 520 square-feet | <b>Complies</b><br><br>The total acreage between shared between Lots 3 and 4 will not be changed as part of the proposed Plat Amendment.<br><br>Lot 3 is currently 0.62 acres (27,007.2 square-feet). Lot 3 is proposed to be expanded to 0.71 acres (30,927.6 square-feet).<br><br>Lot 3 will remain in compliance with the density requirements for the Zone.<br><br>Lot 4 is currently 0.51 acres (22,215.6 square-feet). Lot 4 is proposed to be reduced to 0.42 acres (18,295.2 square-feet).<br><br>Lot 4 will remain in compliance with the density |

<sup>2</sup> LMC [§ 15-2.11-2](#)

|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                           | requirements for the Zone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>Front Setback</b></p> <p>Minimum front setback is twenty feet (20'). New Front-facing Garages for Single Family and Duplex Dwellings must maintain a minimum of twenty-five feet (25') from the Front Lot Line.</p> | <p>2411 Country Lane, Lot 3, is a corner lot and therefore has two Front-Setbacks that are measured from the property lines abutting Payday Drive and Country Lane.</p> <p>At the time of Building Permit approval in 2014, the 2014 LMC for the SF Zoning District had the same Front Setback requirement for front-facing garages. The approved building permit shows that the garage was approved to be constructed 25' from the property line abutting Payday Drive (Exhibit G).</p> <p>However, while the existing garage is measured at over 100' from the property line abutting Country Lane, it is only 24'-6" from the property line abutting Payday Drive and is therefore considered noncompliant because it does not meet the minimum Front Setback requirement for front-facing garages of 25'.</p> <p><b>Condition of Approval 5:</b></p> <p>5. No further expansion of the Existing Non-Conforming garage measured at 24'-6" from the property line abutting Payday Drive is permitted.</p> <p>Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements.</p> |
| <p><b>Rear Setback</b></p> <p>The minimum Rear Setback is fifteen feet (15').</p>                                                                                                                                         | <p><b>Complies</b></p> <p>The Rear Setback for corner lots is generally determined by measuring from the Lot Line that is opposite the front of the garage.<sup>3</sup></p> <p>This would mean that the Rear Setback is measured from the common lot line shared by Lot 3 and 4. The existing SFD on Lot 3 is measured at 18.9' from the common Lot Line. The proposal calls for the common Lot Line to be shifted 23' westward, which would make the distance of the existing SFD on Lot 3 from the common Lot Line 41.9'.</p> <p>Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

<sup>3</sup> LMC [§ 15-4-17](#)

|                                                                      |                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Side Setbacks –<br><br>The minimum Side Setback is twelve feet (12') | <b>Complies</b><br><br>The existing SFD on Lot 3 is 45' from the northern property line.<br><br>The Side Setback will not be affected by the proposed plat amendment.<br><br>Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements. |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**(II) The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21**

2411 Country Lane and 28 Payday Drive are located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) states:

*Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide a time at time of Application, a Sensitive Lands Analysis.*

The purpose of the Sensitive Land Overlay is to:

- A. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
- B. Encourage preservation of large expanses of Open Space and wildlife habitat;
- C. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
- D. Protect and preserve environmentally sensitive land<sup>4</sup>

Ordinance No. 2013-06 provided approval for Exhibit C of the Richards/PCMC Annexation, which is a survey that shows the preliminary Thaynes Creek Ranch Estates phasing plan titled “*Concept Subdivision and Phasing Plan-Thaynes Creek Ranch Estates*”. As part of the review of the preliminary plan, the Applicant submitted documents that analyzed the slopes, wetlands, wildlife, and vegetation of the Richards and PCMC parcels. These documents have been used for the following SLO Analysis (Exhibit H).

| Requirement           | Analysis of Proposal                                              |
|-----------------------|-------------------------------------------------------------------|
| Slope/Topographic Map | <b>Complies</b><br><br>There are no Steep Slopes on Lots 3 and 4. |
| Ridge Line Areas      | <b>Complies</b>                                                   |

<sup>4</sup> LMC [§ 15-2.21-1](#)

|                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                         | <p>The existing structure on Lot 3 does not impact a Ridge Line Area. Lot 4 is vacant and approved for an SFD. Proposed Lot 3 and Lot 4 will not impact a Ridge Line Area.</p>                                                                                                                                                                                                                                                                                                                                                                                                    |
| Vegetative Cover                                                                        | <p><b>Complies</b></p> <p>Fenced pasture Lands, grasses, forbs, and perennials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Designated Entry Corridors and Vantage Points                                           | <p><b>Complies</b></p> <p>Lots 3 and 4 are visible from Highway 224. Lots 3 and 4 are screened from McPolin Barn by natural landscape and neighboring structures.</p>                                                                                                                                                                                                                                                                                                                                                                                                             |
| Wetlands                                                                                | <p><b>Complies</b></p> <p>There are no Wetlands located on or near Lots 3 and 4.</p> <p>Per LMC <a href="#">§ 15-2.21-6(F)</a>,</p> <p><i>“1. Setbacks from wetlands shall extend a minimum of fifty feet (50') outward from the delineated wetland Ordinary High-Water Mark”.</i></p> <p>As shown on the Wetlands Delineation survey, dated January 1, 2013, the Lots are 140 feet perpendicularly from Wetlands #1 and 182 feet perpendicularly from Wetlands #2.</p> <p>The proposed Plat Amendment will not impact the neighboring Wetlands to the north of Lots 3 and 4.</p> |
| <p>Stream Corridors, Canals, and Irrigation Ditches</p> <p>Per LMC § 15-2.21-62(F),</p> | <p>There is a 10' wide Irrigation Water Conveyance Easement that borders the common property line of Lots 3 and 4.</p> <p>This easement is only for the benefit of Lots 3 and 4 and the owner proposes to vacate the easement.<br/>*See Analysis section V*.</p> <p>Per LMC <a href="#">§ 15-2.21-6(F)</a>,</p>                                                                                                                                                                                                                                                                   |



|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | <p>There is a 5' wide Irrigation Water Conveyance Easement that borders the northern property line of Lots 3 and 4. This Easement is not proposed to be modified.</p> <p>There is a 10' wide Easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping and Snow Storage across the southern property line of Lots 3 and 4.</p> <p>A portion of this Easement is proposed to share access with the proposed Easement for a new water line. *See Analysis section V*.</p> |
| Wildlife Habitat Areas | <p><b>Complies</b></p> <p>This proposal does not impact wildlife that was not previously assessed in the Thayne's Creek Ranch Subdivision – Phase 1 approval.</p>                                                                                                                                                                                                                                                                                                                                  |

**(III) The proposal demonstrates compliance with Ordinance No. 13-38, an Ordinance approving the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.**

Staff recommends **Condition of Approval 6**, requiring the final Plat Amendment to include the plat notes for the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat, outlined below:

| Existing Plat Notes                                                                                                                                                                                                                                                                                            | Analysis of Proposal                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.                                                                                                                 | <p><b>Complies</b></p> <p>The proposal does not increase density of the existing platted subdivision.</p>                   |
| 4. The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing | <p><b>Complies</b></p> <p>The proposal does not include plans for the construction of a Barn on either of the two lots.</p> |

|                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| horses and providing an Animal Management plan is submitted and approved.                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.                                                                              | <b>Complies</b><br>The proposal complies with the Richards/PCMC Annexation Agreement. (Exhibit E).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one Lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots. | <b>Complies</b><br>The proposed Plat Amendment moves the current shared lot line 23' westward while maintaining Lot 3 and 4 as two separate Lots of record.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 square-feet for the house and garage. The floor area of all second stories shall be restricted to 60% of the first story footprint.                                           | <p>Per the provided Survey (Exhibit I), the Building Footprint of the existing SFD on Lot 3 is 3,990 square-feet and is therefore considering to be non-compliant.</p> <p><b>Condition of Approval 7:</b></p> <p>7. No further expansion of the Existing Non-Conforming Building Footprint is permitted.</p> <p>While Lot 3 is currently vacant, it is approved for the development of a future SFD. The Applicant has provided a visual, which demonstrates that the proposed Plat Amendment will allow for a future SFD on Lot 3 that has a 3,900 square-foot Building Footprint (Exhibit C).</p> <p>The existing SFD on Lot 3 is two stories and does not contain a Second Story as defined by the LMC.<sup>5</sup> Therefore, the lowest level of the home is Basement, and the</p> |

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<sup>5</sup> LMC [§ 15-15-1](#)

|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                    | <p>second level of the home is the First Story.</p> <p>Per the Applicant, the 3,900 square-foot maximum building footprint will be maintained on Lots 3 and 4.</p> <p>Additionally, the proposed Plat Amendment will maintain the ability of Lot 4 to construct a SFD with a footprint of 3,900 square feet while adhering to the SF Zoning District Lot and Site Requirements.<sup>6</sup></p> |
| <p>11. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 square feet for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5(M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.</p> | <p><b>Complies</b></p> <p>The maximum irrigated area for Lots 3 and 4 is not proposed to change.</p> <p>All future landscaping on Lot 3 and 4 will be required to comply with the landscaping requirements in LMC <a href="#">§ 15-5-5(N)</a>.</p>                                                                                                                                              |
| <p>12. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 3 and 4 is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like-pasture vegetation.</p>    | <p><b>Complies</b></p> <p>The maximum LOD area for Lots 3 and 4 is not proposed to change.</p>                                                                                                                                                                                                                                                                                                  |
| <p>15. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.</p>                                                                      | <p>As surveyed, the existing driveway for Lot 3 is measured at 21.8' wide where it meets Country Lane and is therefore noncompliant with the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.</p> <p>The existing driveway width of Lot 3</p>                                                                                                                                            |

<sup>6</sup> LMC [§ 15-2.11-3](#)



|                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                              | <p>is not proposed to be changed as part of this application.</p> <p><b>Condition of Approval 8:</b></p> <p>8. No further expansion of the Existing Non-Conforming driveway measured at 21.8' abutting Country Lane is permitted.</p> <p>Lot 4 is undeveloped and is subject to the maximum driveway width as outlined in the Ordinance NO. 13-38.</p> |
| 17. This subdivision is subject to the Conditions of Approval in Ordinance No. 13-38.                                                                                                                        | <p><b>Complies</b></p> <p>See Exhibit B</p>                                                                                                                                                                                                                                                                                                            |
| 21. A 10' wide easement for the purposes of public access utilities, irrigation, storm water drainage, landscaping, and snow storage is dedicated across the front of Lot 1, 3, and 4 abutting Payday Drive. | <p><b>Complies</b></p> <p>The existing easement will not be modified as part of the proposed Plat Amendment.</p>                                                                                                                                                                                                                                       |

**(IV) There is Good Cause for the Plat Amendment, and no Public Street, right-of-Way, or easement has been vacated or amended.**

The Planning Commission and City Council review the Plat Amendment according to LMC § 15-7.1-3(B) and approval requires a finding of Good Cause, and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.<sup>7</sup>

The Land Management Code defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City Community.”

There is Good Cause for this Plat Amendment as it enables the property owner of Lots 3 and 4 to expand the size of the Lot 3, while allowing for Lot 4 to remain a developable Lot. The proposed Plat Amendment does not further subdivide or increase the density of the existing Thaynes Creek Ranch Estates Subdivision – Phase 1. The proposed Plat

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<sup>7</sup> LMC [§ 15-7.1-6\(C\)](#)

Amendment does not create or expand upon any non-conformities.

The Applicant has been unable to locate documents with Summit County or in the Title Report that specifically describe the 10' Wide Irrigation Water Conveyance Easement that is proposed to be vacated. However, water rights were granted to Lot 3 and 4 by item 12 in the Title Report, and water rights documents within the title report, (items 13 and 14), state that each Lot has one acre-foot of water rights for irrigation use. The Applicant and their representative have concluded that the Easements were included in the plat in conjunction with the established water rights for Lot 3 and 4. For this reason, the Applicant, who is the owner of both Lot 3 and 4, is the beneficiary of the existing Irrigation Easement and can remove the Easement from the Amendment Plat without additional approval.

**(V) The Development Review Committee does not require Conditions of Approval.<sup>8</sup>**

The Development Review Committee reviewed the Plat Amendment Application on May 2, 2023.

The Engineering Department reviewed the two existing Irrigation Water Conveyance Easements in relation to the proposed Plat Amendment. With one bordering the common lot line of Lots 3 and 4, and the other on the northern property line of Lots 3 and 4. Additionally, there is a 10' wide easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping, and Snow Storage that borders the property lines of Lots 3 and 4 abutting Payday Drive. The 5' Irrigation Water Conveyance Easement that runs across the north end of Lots 3 and 4 will not be modified.

The Water Department provided feedback regarding the existing water meters for the two lots. Per the Water Department,

*"Currently one meter vault has both the meter for the existing home, as well as the meter setter for the vacant lot. Moving the lot line 20ft will put the meter for the vacant lot off the property which would result in the homeowner running a waterline on private property"*

The Water Department recommends two solutions:

1. Provide easements for the water line to the vacant lot.
2. Vacate the future connection in the existing meter vault and run a new line in the street from the water main.

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<sup>8</sup> The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

The Applicant has proposed a new “10’ wide Private Water Easement for the benefit of Lot 4”, which will run a new water line from the existing water meter to proposed Lot 4 (Attachment 1). The proposed private Easement will overlap with the “10’ wide Easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping, and Snow Storage” that runs along the south property line of both lots. Per the Water Department, the proposed Easement for a new private water line will not change the existing water agreements but will impact how the connection to Park City Municipal drinking water happens. The proposed private easement will overlap with the 10’ wide easement for public access, utilities, irrigation, storm water drainage, landscaping, and snow storage that runs along the south property line of both lots.

All feedback received by the Development Review Committee is outlined and addressed above.

### **Notice**

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2023. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2023. The *Park Record* published notice on June 28, 2023.<sup>9</sup>

### **Public Input**

Public input is attached as Exhibit X or  
Staff did not receive any public input at the time this report was published.

### **Alternatives**

- The Planning Commission may forward a positive recommendation to City Council on August 22, 2023; or
- The Planning Commission may forward a negative recommendation to City Council; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

### **Exhibits**

Exhibit A: Draft Ordinance No. 2023-XX

Attachment 1: Proposed Plat

Exhibit B: Ordinance No. 13-38 Approving Thaynes Creek Ranch Estates Subdivision-Phase 1

Exhibit C: Lot 4 Potential Building Envelope

Exhibit D: Lot 3 SFD Building Permit

Exhibit E: Ordinance 2013-06

Exhibit F: Richards/PCMC Annexation Plat

Exhibit G: 2014 LMC, SF Zone Requirements

Exhibit H: SLO Documents

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<sup>9</sup> LMC [§ 15-1-21](#).

Exhibit I: Survey of Existing Conditions  
Exhibit J: Thaynes Creek Ranch Estates Subdivision- Phase 1  
Exhibit X: Public Input

## **Ordinance No. 2023-XX**

### **AN ORDINANCE APPROVING THAYNES CREEK RANCH ESTATES SUBDIVISION – PHASE 1 – LOT 3A AND 4A PLAT AMENDMENT, LOCATED AT 2411 COUNTRY LANE AND 28 PAYDAY DRIVE, PARK CITY, UTAH**

WHEREAS, the owners of the properties located at 2411 Country Lane and 28 Payday Drive petitioned the City Council for approval of the Thaynes Creek Ranch Estates Subdivision – Phase 1 - Lot 3A and 4A Plat Amendment; and

WHEREAS, on June 28, 2023, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on June 28, 2023, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 28, 2023, 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 July 12, 2023, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a \_\_\_\_\_ recommendation for City Council's consideration on August 22, 2023; and

WHEREAS, on August 22, 2023, the City Council reviewed the 2411 Country Lane and 28 Payday Drive Plat Amendment and held a public hearing: and

WHEREAS the 2411 Country Lane and 28 Payday Drive Plat Amendment is consistent with the Park City Land Management Code Chapter 15-2.11, Chapter 15-2.21, and Section 15-7.1-6.

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

**SECTION 1. APPROVAL.** The Thaynes Creek Ranch Estates Subdivision – Phase 1 - Lot 3A and 4A Plat Amendment located at 2411 Country Lane and 28 Payday Drive, 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 properties are located at 2411 Country Lane and 28 Payday Drive.
2. The Lots are within the Single-Family Zoning District.
3. The subject properties are Lots 3A and 4A of the Thaynes Creek Ranch Estates Subdivision – Phase 1, approved by the City Council in 2013.
4. The property recorded as Thaynes Creek Ranch Estates Subdivision – Phase 1 was

annexed into Park City as part of the Richards/PCMC Annexation.

5. On October 3, 2013, the City Council approved the Thaynes Creek Ranch Estates Subdivision – Phase 1 plat.
6. The Thaynes Creek Ranch Estates Subdivision - Phase 1 plat, provides final approval for four of the seven single-family lots which received preliminary approval as part of the Richards/PCMC Annexation.
7. Lot 3A is 0.62 acres and Lot 4A is 0.51 acres.
8. The Plat Amendment proposes to move the common Lot Line shared by Lots 3A and 4A twenty-three feet (23') westward.
9. The Plat Amendment will increase the size of Lot 3A to 0.71 acres and decrease the size of Lot 4A to 0.42 acres.
10. Per the Applicant, the purpose of this Plat Amendment, is to provide additional room for a future garden and walkway in the rear of the existing SFD located on Lot 3.
11. The proposal complies with the Single-Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.
12. The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21.
13. The proposal demonstrates compliance with Ordinance No. 13-38, an Ordinance approving the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.
14. The findings in the Analysis section of the Staff Report dated 7/12/23 are incorporated herein by reference.

### **Conclusions of Law**

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.11 and § 15-7.1-6 Final Subdivision Plat.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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 shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Any new construction shall comply with Land Management Code Section 15-2.11 regarding Setbacks, Building Height, Building Envelope, Building Pad, etc.
4. All other Conditions of Approval and platted requirements for the Thaynes Creek Ranch Estates Subdivision – Phase 1 continue to apply and shall be noted on the plat by reference.
5. No further expansion of the existing non-conforming garage measured at 24'-6" from the property line abutting Payday Drive, is permitted.
6. The final Plat Amendment shall include the plat notes for the Thaynes Creek Ranch

Estates Subdivision – Phase 1 Plat.

7. No further expansion of the existing non-conforming Building Footprint, measured at 3,990 square-feet is permitted.
8. No further expansion of the existing non-conforming driveway measured at 21.8' abutting Country Lane is permitted.

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

PASSED AND ADOPTED this 22<sup>nd</sup> Day of August 2023.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
MAYOR

ATTEST:

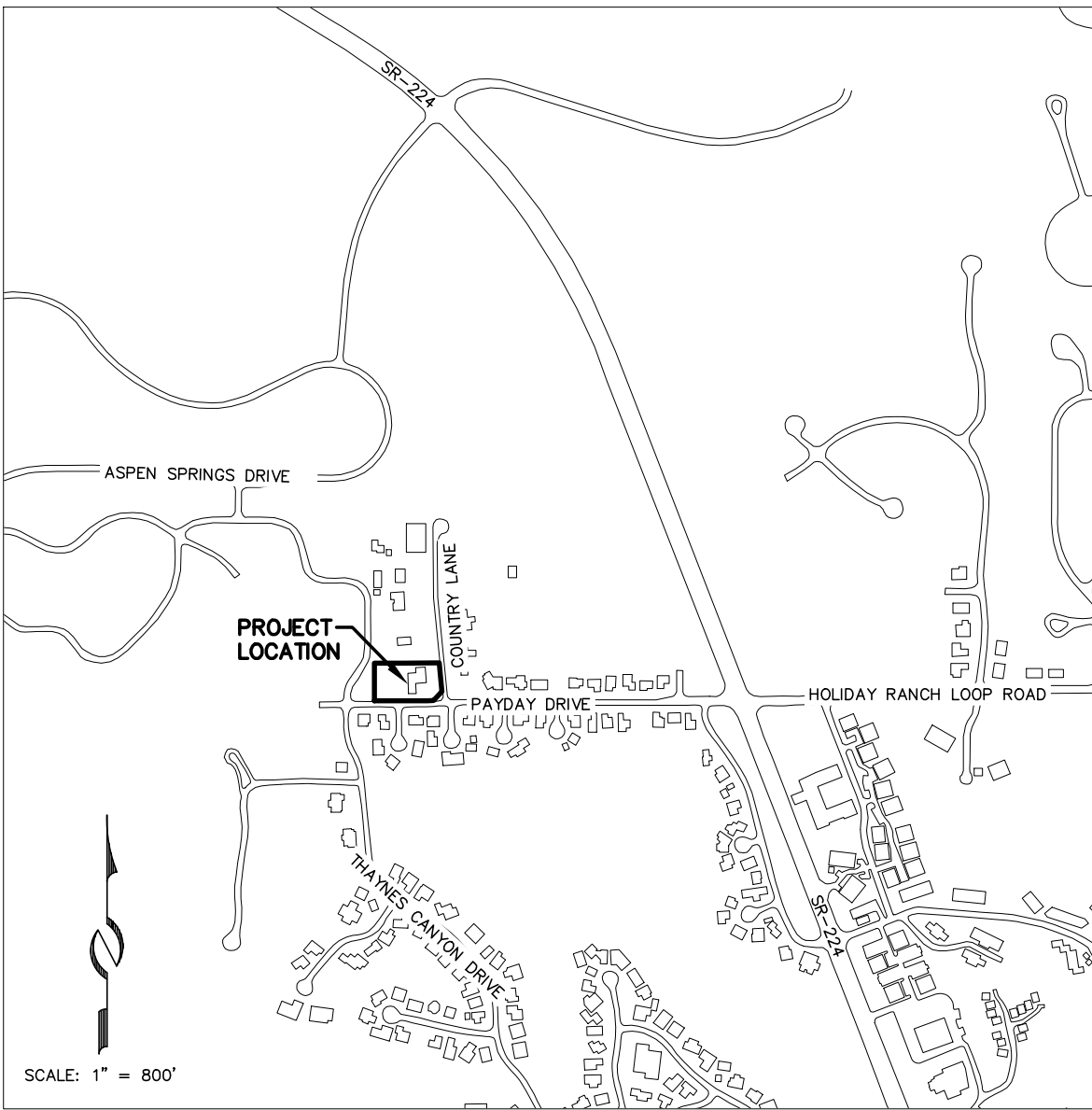
\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Attachment 1 – Plat**





VICINITY MAP

NOTES

- The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
- All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
- The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
- The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
- All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
- Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
- A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
- Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
- Lots 3A and 4A are restricted to a maximum building footprint of 3,900 sf for the house and garage, the floor area of all second stories shall be restricted to 60% of the first story footprint. No barns are allowed on Lots 3A and 4A.
- The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 sf for Lots A and B. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
- The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots A and B is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
- Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths shall be consistent with driveway lengths of lots in the surrounding neighborhood.
- At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
- The Access Road Agreement which exists to the benefit of the "Gaebbe Trust" extends outside of Thaynes Creek Ranch Estates - Phase 1 as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.
- A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville Basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.
- A grading plan and landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addresses with the grading plan.
- A 10 foot Rocky Mountain Power easement is dedicated on all property lines.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, containing two single family, residential lots, hereafter to be known as THAYNES CREEK RANCH ESTATES - PHASE 1 LOTS 3 & 4 AMENDED.

LEGAL DESCRIPTION

Lots 3 and 4, Thaynes Creek Ranch Estates Subdivision, Phase 1, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Tyler W. Walton and Kristen B. Walton, husband and wife as joint tenants, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand  
this \_\_\_\_ day of \_\_\_\_, 2023.  
By: \_\_\_\_\_  
Tyler W. Walton

In witness whereof, the undersigned set her hand  
this \_\_\_\_ day of \_\_\_\_, 2023.  
By: \_\_\_\_\_  
Kristen B. Walton

ACKNOWLEDGMENT

State of \_\_\_\_\_  
: ss.  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_, 2023, Tyler W. Walton 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 executed the THAYNES CREEK RANCH ESTATES - PHASE 1 LOTS 3 & 4 AMENDED.

A Notary Public commissioned in \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

ACKNOWLEDGMENT

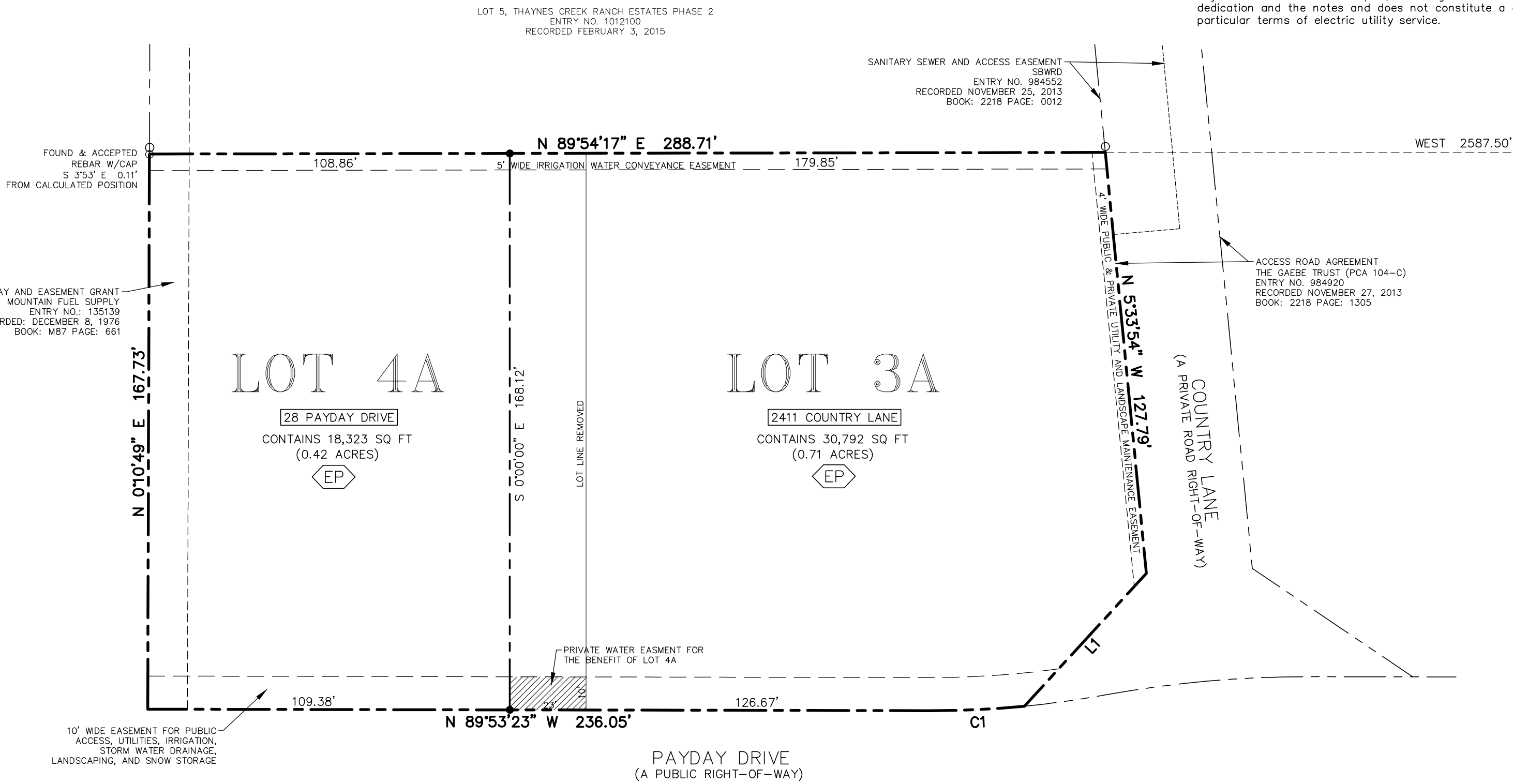
State of \_\_\_\_\_  
: ss.  
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NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2023-\_\_\_\_\_.
- All Conditions of Approval in Ordinance 13-38 continue to apply and remain in full force and effect.
- The purpose of this plat is to revise the lot line between Lots 3 & 4, Thaynes Creek Ranch Estates - Phase 1, recorded as Entry No. 986234 in the Summit County Recorders Office, including the 10' wide irrigation water conveyance easement.
- See Record of Survey S-\_\_\_\_\_, recorded May \_\_\_\_, 2023 in the Summit County Recorders Office.



| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE       | DIRECTION     | LENGTH |
| L1         | S 42°33'32" W | 54.46' |

| CURVE TABLE |         |        |          |
|-------------|---------|--------|----------|
| CURVE       | RADIUS  | LENGTH | DELTA    |
| C1          | 292.50' | 28.79' | 5°38'20" |

- LEGEND
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
  - Found monument as noted
  - EP: Wastewater ejector pumps may be required for the indicated lots.

# THAYNES CREEK RANCH ESTATES-PHASE 1

## LOTS 3 & 4 AMENDED

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

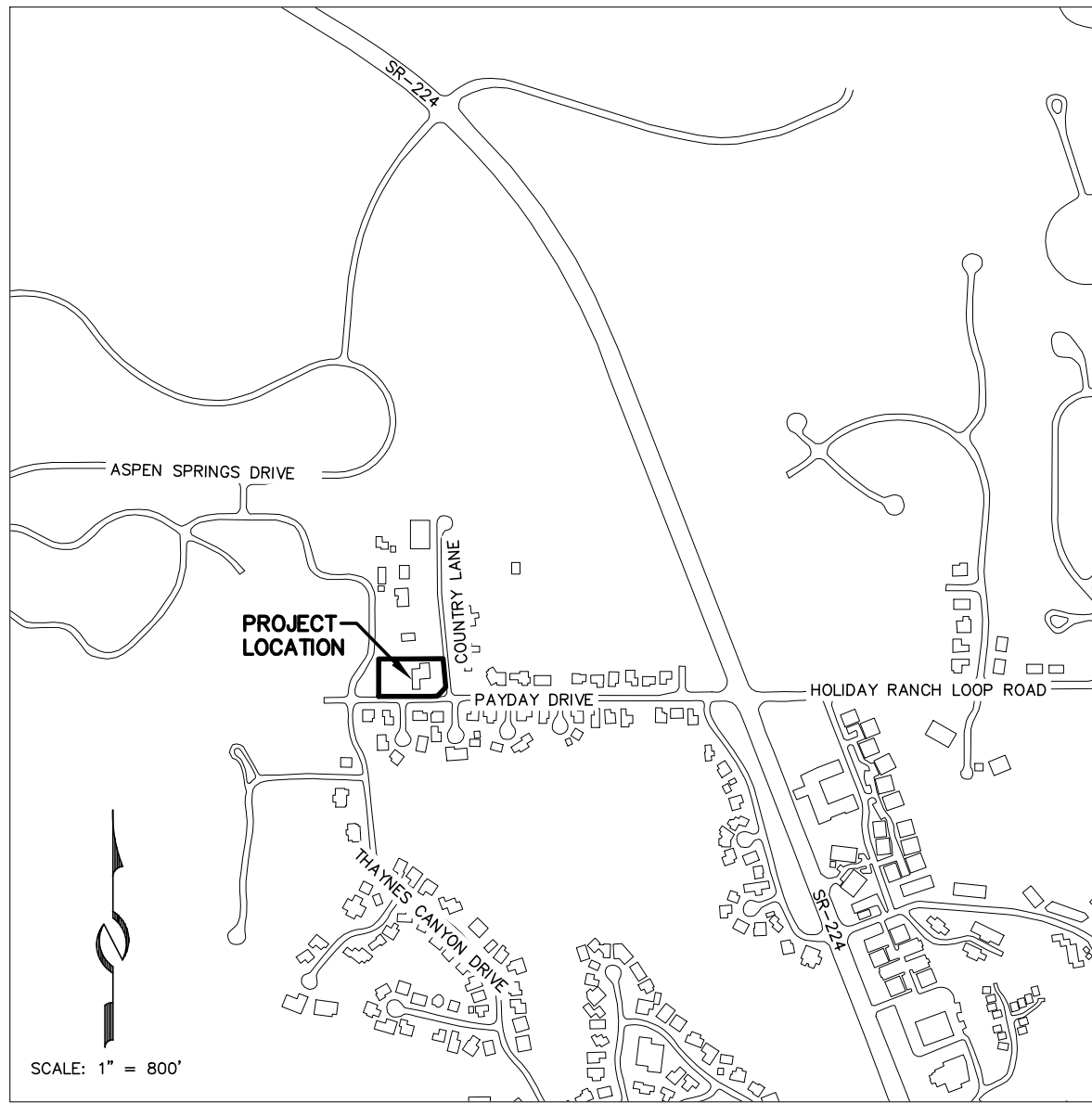
**Alliance Engineering Inc.**

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

| SNYDERVILLE BASIN WATER RECLAMATION DISTRICT                                                                                  | PLANNING COMMISSION                                                                            | ENGINEER'S CERTIFICATE                                                                                                                | APPROVAL AS TO FORM                                                            | COUNCIL APPROVAL AND ACCEPTANCE                                                                | CERTIFICATE OF ATTEST                                                                                            | PUBLIC SAFETY ANSWERING POINT APPROVAL                                         | RECORDED                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ____, 2023<br>BY _____ | RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ____, 2023<br>BY _____ CHAIR | I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY ENGINEER | APPROVED AS TO FORM THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY ATTORNEY | APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____, 2023<br>BY _____ MAYOR | I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY RECORDER | APPROVED THIS ____ DAY OF ____, 2023<br>BY _____ SUMMIT COUNTY GIS COORDINATOR | STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME ____ DATE ____ ENTRY NO. _____ |





VICINITY MAP

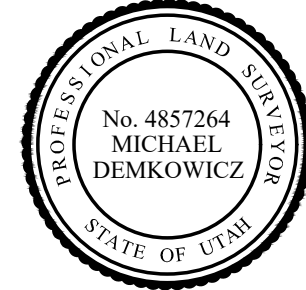
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: ss.  
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Printed Name \_\_\_\_\_  
Residing in: \_\_\_\_\_  
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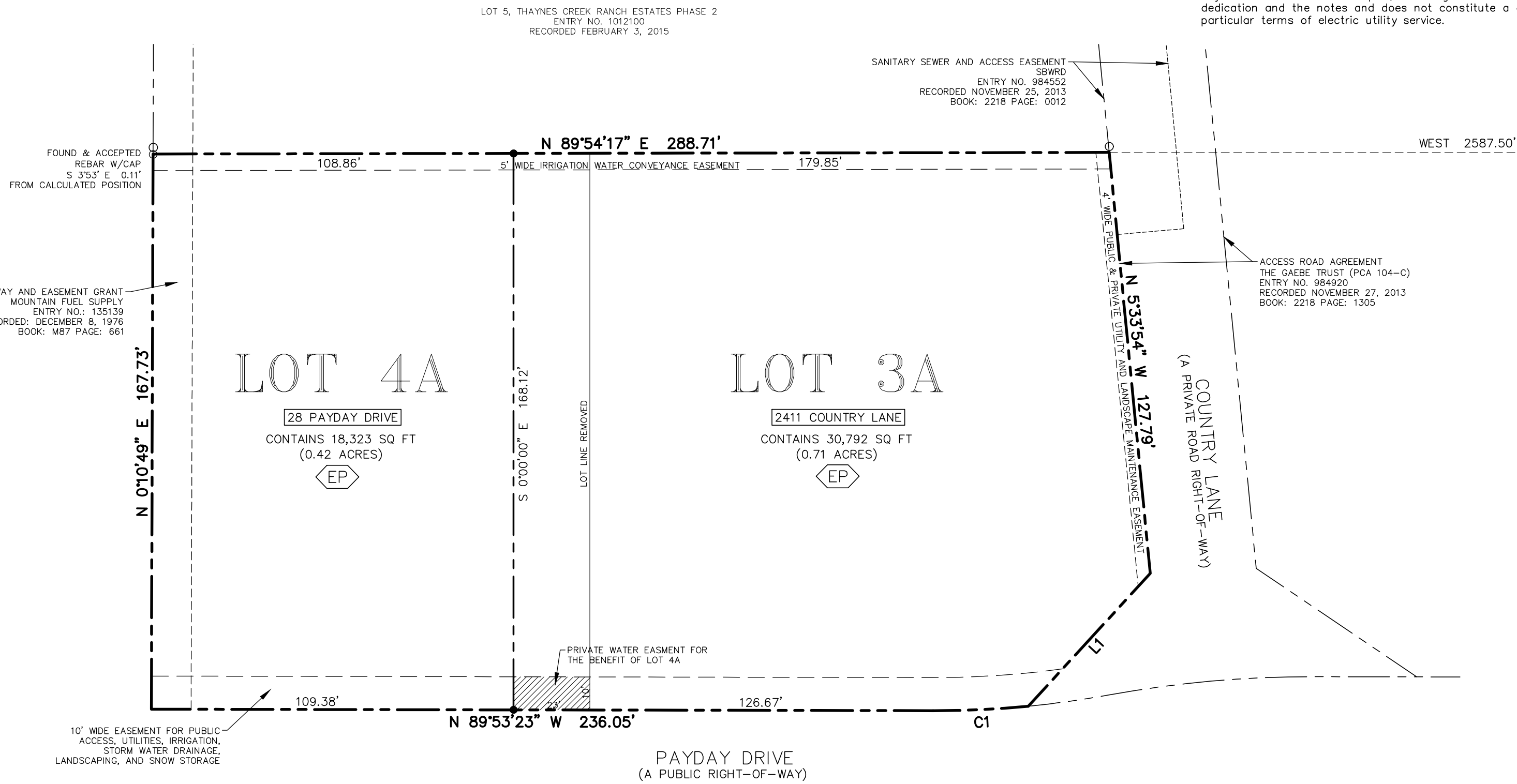
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Residing in: \_\_\_\_\_  
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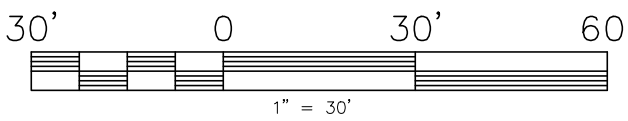
- LEGEND
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
  - Found monument as noted
  - EP: Wastewater ejector pumps may be required for the indicated lots.

SECTION CORNER  
EAST 1/4 CORNER SECTION 5  
T2S, R4E, S8&M  
STONE WITH "X" SCRIBED ON TOP

2563.99' - N 007°43'1" E 2877.73'

113.74'

SECTION CORNER  
SOUTHEAST CORNER SECTION 5  
T2S, R4E, S8&M  
BRASS CAP WITH "X"  
IN METAL CASTING



# THAYNES CREEK RANCH ESTATES-PHASE 1

## LOTS 3 & 4 AMENDED

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

(435) 649-9467

**Alliance Engineering Inc.**

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

| SNYDERVILLE BASIN WATER RECLAMATION DISTRICT                                                                                  | PLANNING COMMISSION                                                                            | ENGINEER'S CERTIFICATE                                                                                                                | APPROVAL AS TO FORM                                                            | COUNCIL APPROVAL AND ACCEPTANCE                                                                | CERTIFICATE OF ATTEST                                                                                            | PUBLIC SAFETY ANSWERING POINT APPROVAL                                         | RECORDED                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ____, 2023<br>BY _____ | RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ____, 2023<br>BY _____ CHAIR | I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY ENGINEER | APPROVED AS TO FORM THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY ATTORNEY | APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____, 2023<br>BY _____ MAYOR | I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____, 2023<br>BY _____ PARK CITY RECORDER | APPROVED THIS ____ DAY OF ____, 2023<br>BY _____ SUMMIT COUNTY GIS COORDINATOR | STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME ____ DATE ____ ENTRY NO. _____ |

**Ordinance 13-38**

**AN ORDINANCE APPROVING THE THAYNES CREEK RANCH ESTATES  
SUBDIVISION- PHASE 1 LOCATED AT 510 PAYDAY DRIVE IN THE SOUTH  
HALF OF SECTION 5 AND NORTH HALF OF SECTION 8, TOWNSHIP 2  
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,  
UTAH.**

WHEREAS, the owners of the property known as the Richard's Parcel of the Richards/PCMC Annexation located at 510 Payday Drive, have petitioned the City Council for approval of the Thaynes Creek Ranch Estates Subdivision-Phase 1 plat for four (4) single family lots; and

WHEREAS, the preliminary subdivision plat approved by City Council on January 31, 2013 at the time of approval of the Richards/PCMC Annexation, sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena for the entire Richards Parcel. The preliminary plat for the entire Parcel indicates a maximum allowable density of seven units, and provides guidelines for lot sizes, building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, was approved by the Council on January 31, 2013.

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code of Park City; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2013, to receive input on the subdivision; and

WHEREAS, the Planning Commission, forwarded a recommendation to the City Council; and

WHEREAS, on October 3, 2013, the City Council held a public hearing on the Thaynes Creek Ranch Estates Subdivision- Phase 1 plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the

Thaynes Creek Ranch Estates Subdivision- Phase 1 plat.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Thaynes Creek Ranch Estates Subdivision- Phase 1, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 510 Payday, located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224.
2. The property was annexed into Park City with the Richards/PCMC Annexation approved by the City Council on January 31, 2013 and recorded at Summit County on April 12, 2013.
3. The property is zoned Single Family (SF).
4. Access to the property is from Payday Drive at the existing driveway to the Richard's property.
5. On January 31, 2013, concurrent with the Annexation, the City Council reviewed and approved a preliminary subdivision plat for a total of seven single family lots and one common lot for the riding arena. The proposed phase one plat is consistent with the preliminary subdivision plat and consists of four (4) lots.
6. The property is not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of the plat is within the Park City Soils Ordinance boundary.
7. No non-conforming conditions are created by the subdivision.
8. The subdivision complies with the Land Management Code regarding final subdivision plats, including SF zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
9. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; and 5) preservation of natural amenities and features, have been addressed through the Annexation and subdivision plat review process as required by the Land Management Code.
10. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation determined at the time of the annexation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable housing shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Additional requirements

regarding affordable housing are stated in the Annexation Agreement. Fees in lieu of providing affordable dwelling units are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction within the subdivision.

12. Land uses proposed in the first phase subdivision include a total of four (4) single family lots. Only one single family home and one barn are permitted to be constructed on each of Lots 1 and 2. Only one single family home is permitted to be constructed on each of Lots 3 and 4.
13. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan.
14. The PCMC Parcel that is adjoining Lots 1 and 2 allows only those uses permitted by the Deed of Conservation Easement.
15. Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
16. The subdivision plat is consistent with the purpose statements of the SF zone. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding neighborhood.
17. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
18. The proposed subdivision is outside the City's Soils Ordinance District.
19. Wetlands are protected by language in the LMC and Annexation Agreement requiring building pad locations, setbacks, and requirements for protection of sensitive lands during construction. There are no delineated wetlands on Lots 1-4.
20. There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides a no build area (80' setback) for protection of the City's Open Space, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
21. The findings in the Analysis section are incorporated herein.

#### Conclusions of Law

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Richards/PCMC Annexation Agreement approved by the City Council on January 31, 2013.



4. The subdivision is consistent with the Richards/PCMC preliminary plat approved by the City Council on January 31, 2013.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

#### Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County on or prior to the date that is one year from the final City Council approval. If recordation has not occurred within this extended timeframe, the plat amendment approval will be void, unless a complete application requesting a further extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Richards/PCMC Annexation, as stated in the Annexation Agreement, continue to apply.
4. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
5. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
6. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, per the Annexation Agreement.
7. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and conditions of the Annexation Agreement prior to building permit issuance.
8. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals, amounting to 125% of the value of all required public improvements shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards prior to release of this guarantee. The twenty-five percent shall be held by the City through the warranty period and until such improvements are accepted by the City.
9. All standard project conditions shall apply.
10. Recordation of a final subdivision plat is a requirement prior to issuance of building permits.
11. All exterior lighting shall be reviewed with each building permit application for

compliance with best lighting practices as recommended by the Dark Skies organization.

12. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
13. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on these lots.
14. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
15. The affordable housing obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority with payment of fees in-lieu. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).
16. The existing recorded easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up with the Payday Drive public ROW, or a separate extension of the existing easement shall be recorded at Summit County and the recording information shall be memorialized on the plat prior to recordation.
17. Prior to recordation of a final subdivision plat a historic reconnaissance survey shall be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
18. A note shall be included on the final subdivision plat stating that the maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
19. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification

- (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
20. A note shall be included on the final subdivision stating the following: The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
  21. A note shall be included on the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
  22. A note shall be included on the final subdivision plat indicated that barns may not be used for human occupation.
  23. A note shall be included on the final subdivision plat stating that all conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
  24. A note shall be included on the final subdivision plat stating that ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
  25. A note shall be included on the final subdivision plat prior to recordation indicating that a lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
  26. A note shall be included on the final subdivision plat indicating that modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
  27. A note shall be included on the final subdivision plat indicating that Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. Barn footprints are restricted to a maximum of 1,300 sf.
  28. A note shall be included on the final subdivision plat stating that maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
  29. A note shall be included on the final subdivision plat stating that maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.

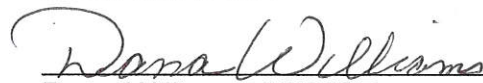


30. A note shall be included on the final subdivision plat stating that due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet unless otherwise approved by the Fire Marshall.
31. A note shall be included on the final subdivision plat stating that Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.
32. A note shall be included on the final subdivision plat stating that each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

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

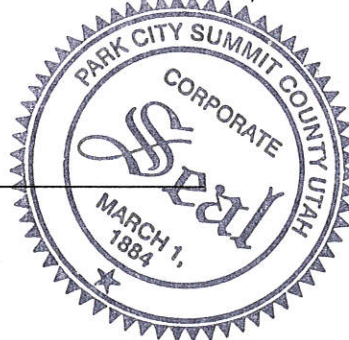
PASSED AND ADOPTED this 3 day of October, 2013.

PARK CITY MUNICIPAL  
CORPORATION

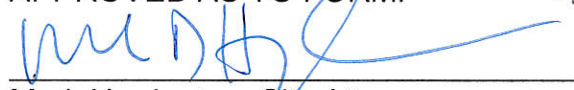
  
Dana Williams, MAYOR

ATTEST:

  
Marci S. Heil, City Recorder

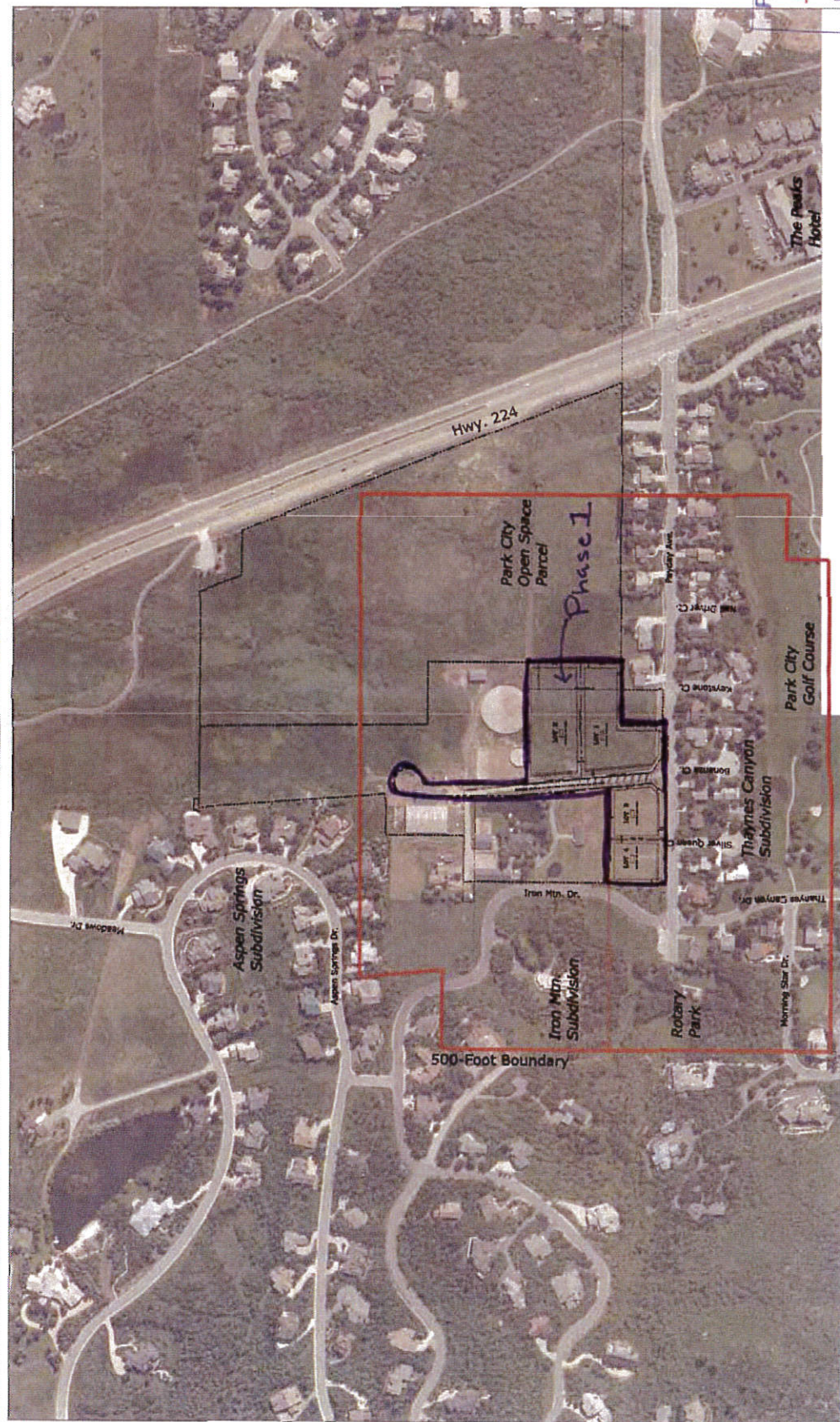


APPROVED AS TO FORM:

  
Mark Harrington, City Attorney



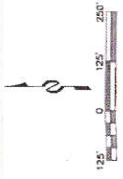




RECEIVED  
JUN 17 2013  
PARK CITY  
PLANNING DEPT

# EXHIBIT B

|  |                                                                                                    |                       |                       |
|--|----------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
|  | STAFF:                                                                                             | DATE:                 | SHEET<br>1<br>OF<br>1 |
|  | 500-FOOT BOUNDARY<br>510 - PAYDAY AVE.<br>RICHARDS PROPERTY<br>FOR: NO. 1 & 4-11<br>FILE: 5/1/2013 | SUE SCHULZ<br>6/11/13 |                       |





SURVEYOR'S CERTIFICATE

<sup>3</sup> John Demme, *circa* 1931-1932, a Registrar and Surveyor and land holder (certificate no. 15449), as mentioned by the end of the title of Utah, and that this plot actually boundaries to boundary to boundary to boundary within it a boundary to the north, south, east and west.

3.4.2013

### BOUNDARY DESCRIPTION

1. The name of your contact: Mr. John H. Smith, Jr. 2. The name of your firm: Smith & Jones, Inc. 3. The name of your company: Smith & Jones, Inc. 4. The name of your department: Sales Department 5. The name of your division: Sales Division 6. The name of your office: Sales Office 7. The name of your position: Sales Representative 8. The name of your title: Sales Representative 9. The name of your address: 123 Main Street, New York, NY 10001 10. The name of your telephone: (212) 555-1234 11. The name of your fax: (212) 555-1234 12. The name of your e-mail: john.smith@smithandjones.com 13. The name of your website: www.smithandjones.com 14. The name of your company's products: Smith & Jones, Inc. products 15. The name of your company's services: Smith & Jones, Inc. services 16. The name of your company's location: New York, NY 17. The name of your company's contact information: (212) 555-1234 18. The name of your company's contact information: (212) 555-1234 19. The name of your company's contact information: (212) 555-1234 20. The name of your company's contact information: (212) 555-1234

PARCEL 2 (PARK CITY MUNICIPAL CORPORATION)

A journal of soil located in the mountainous quarter of the north-eastern slope of Mt. Ag. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 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, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 8

COUNTY SURVEYOR FILING

APPROVED AS TO FORM

APPROVED IN COMPLIANCE WITH SECTION  
17-23-20 OF THE UTAH CODE  
THIS 66 DAY OF March, 2013 A.D.

BY Made To Order  
ACTING SUMMIT COUNTY SUPERVISOR

PLANNING COMMISSION  
REQUESTS A  
RECONSTRUCTION THIS 9 DAY  
OF January 2013 A.D.  
BY THE ELK CITY PLANNING COMMISSION  
*Kenneth D. HARMAN*  
HARMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAN TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS  
DAY OF MARCH 20 1930

BY [Signature] PAST CITY ENGINEER

CITY ATTORNEY  
APPROVED AS TO FORM THIS 4th  
DAY OF MARCH 2013 AND  
BY [Signature]  
CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY  
WAS WAS APPROVED BY PARK CITY  
COUNCIL THIS 31 DAY  
OF NOVEMBER, 2013 A.D.

BY Jeff M. Galt  
PARK CITY RECORDER

APPROVAL AND ACCEPTANCE BY THE  
COUNCIL THIS 31 DAY OF JANUARY  
2013 A.D.

STATION CHARGE - \$10.00  
DATE 5/15/2013 TIME 5:30 PM  
# 96797 RECORD  
STATE OF UTAH, COUNTY  
AT THE REQUEST OF Dae  
DATE 5/15/2013 TIME 5:30 PM  
\$0.00  
EE

RECORDED  
OF SUMMIT, AND FILED  
in City Municipal Court  
BOOK PAGE  
Sullivan Deputy  
RECORDED

RICHARDS/PCMC ANNEXATION

ED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED  
JUN 17 2013  
PARK CITY  
PLANNING DEPT.

FILE NO. S0007775  
03/05/2013 03:46:19 PM  
for every 1 at  
FILE NO. S0007775  
03/05/2013 03:46:19 PM

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 07°02'07" W | 121.50   |
| L2   | N 08°53'22" E | 120.02   |
| L3   | N 01°01'49" E | 15.66    |
| L4   | S 89°23'23" E | 138.26   |
| L5   | S 89°45'01" E | 80.74    |
| L6   | N 82°51'18" E | 17.77    |
| L7   | N 02°07'16" E | 165.28   |
| L8   | N 0°29'46" W  | 122.52   |
| L9   | S 88°43'36" E | 30.56    |
| L10  | S 2°07'54" W  | 16.15    |
| L11  | S 2°26'04" E  | 132.73   |
| L12  | S 89°15'12" E | 158.07   |

| CURVE TABLE |        |        |           |
|-------------|--------|--------|-----------|
| CURVE       | RADIUS | LENGTH | DELTA     |
| C1          | 342.50 | 62.37  | 10°28'00" |
| C2          | 292.50 | 53.26  | 10°26'00" |

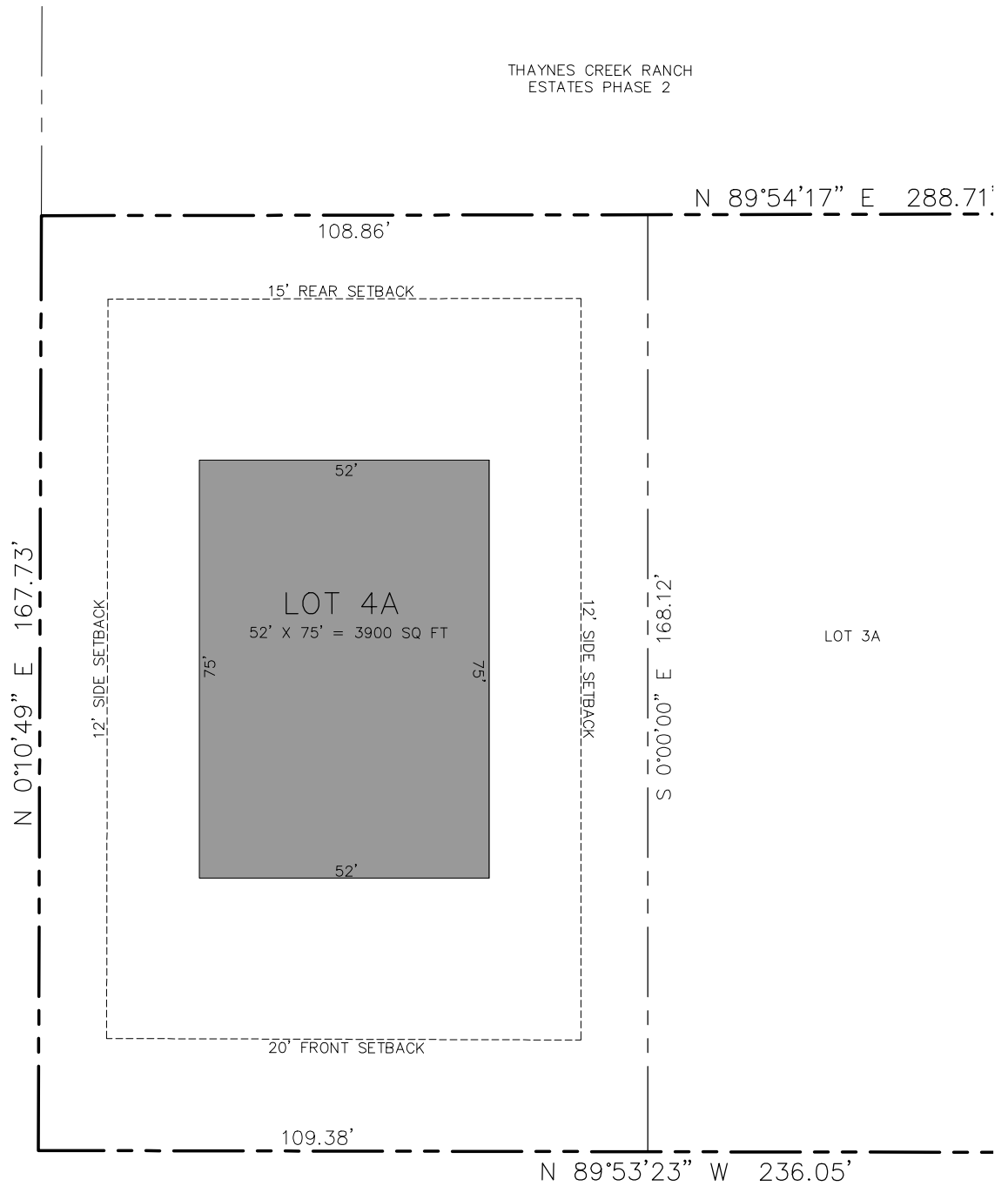
ENVIRONMENTAL MAP

93

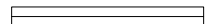
# THAYNES CREEK RANCH ESTATES – PHASE 1

## LOTS 3 & 4 AMENDED

### POTENTIAL BUILDING ENVELOPE



SCALE: 1" = 30'





- Contractor to assure that all structural fill in driveways and/or at structure as required is compacted to 95% of modified proctor and installed in max 12" lifts.
- Special inspection is required by a licensed geotechnical engineer (as approved by Park City) for all boulder retaining walls in excess of 4'-0" in height.
- Contractor to obtain required soil testing from a certified testing agency prior to performing concrete footing and foundation work if required by the building official.
- Contractor to ensure that existing grade is modified as required to maintain continuous drainage away from structure at all points to a public way to assure that no drainage is allowed to flow onto any adjacent properties.
- Grade shall fall away from house a minimum of 6" in the first 10'.
- All footings to bear on undisturbed soil or engineered compacted fill. Typical footing to be a minimum of 42" below grade size and reinforcement as per footing schedule.
- Foundation wall to be 8" thick as per plans. (U.N.O.) Top of wall to be a minimum of 6" above grade provide "Tuff-a-Dit" (O.A.E.) polymer modified asphalt sprayed membrane on FND. Drain to be eodrain-D5" (O.A.E.) installed as per mfg. and details. Drain to daylight.
- Garage floor to be 4" concrete slab reinforced with rebar or 6 x 6" W1.4xW1.4W.W.M. over minimum 4" compacted gravel as determined by contractor. U.N.O.
- All construction material storage will be within the fenced L.O.D. designated on the attached site plan.
- Basement floor to be a 4" concrete slab reinforced with rebar or a 6" x 6" W1.4xW1.4W.W.M. over 5/16" Ultra Concrete Barrier IFOL" (installed as per manufacturer) over 4" compacted gravel. Coordinate with HVAC contractor for in-floor radiant heating system or below grade work as per plans. Provide 2x4 @ 16" O/C (aid flat) pressure treated sleepers in concrete slab where all wood finished flooring occurs.
- Patio to be 4" concrete slab over minimum 4" compacted gravel. Slope minimum of 1/8" per foot to drain away from building. Provide turned down grate beam at edges. Dowel slab into foundation walls with #4 @ 24" O/C.
- NOT USED.
- No wood shall be nearer than 8" to the earth unless separated by concrete at least 3" in thickness with an impervious membrane installed between the earth and the concrete, including decks and siding.
- Protect wood against decay as noted and required by code. Where protection is required, wood must be approved, treated, or decay resistant. Local jurisdictions regulations as required - Additional requirements as follows:

When wood joists or the bottom of the wood structural floors are located closer than 18 inches or wood girders are located closer than 12 inches to exposed ground in crawl spaces or unexcavated areas located within the periphery of the building foundation, protection is required. The floor assembly, including posts, F-girders, joists and subfloor shall be approved wood of natural resistance to decay (as listed in IRC) or treated wood. Under floor areas shall be provided with an access.

Foundation plates or sills and sleepers on a concrete or masonry slab, which are in direct contact with earth, and sills which rest on concrete or masonry foundations, shall be treated wood or foundation redwood - all marked or branded by an approved agency. Where not subject to water splash or to exterior moisture and located on concrete having a minimum thickness of 3 inches with an impervious membrane installed between concrete and earth, the wood may be untreated and of any species.

Columns and posts located on concrete, or masonry floors or decks exposed to the weather or to water splash, or in basements and which support permanent structures shall be supported by concrete piers or metal pedestals projecting above floors unless approved wood of natural resistance to decay or treated wood is used. The pedestals shall protect at least 6 inches above exposed earth, and at least 1 inch above such floors. Individual concrete or masonry piers shall protect at least 8" above exposed ground unless the columns or posts which they support are of approved wood of natural resistance to decay or treated wood is used.

Wood used in construction of permanent structures and located nearer than 6 inches to earth shall be treated wood or wood of natural resistance to decay, as defined in IRC where located on concrete slabs placed on earth. Wood shall be treated wood or wood of natural resistance to decay.

Wood framing or framing attached directly to the interior or exterior masonry or concrete walls below grade, except where an approved barrier is installed between the wall and the wood, shall be treated or resistant to decay.

15. All balconies, landings, decks, and similar surfaces exposed to weather are to have appropriate moisture-proofing, and are to slope away from structure at a minimum of 1/4" per 12'.

16. Provide proper flashing at all door and window conditions. Extend 60 mil, self-adhesive bituminous "ice and water shield" continuous from edge of eave to a point 3'-0" in from exterior wall.

17. Organic material will either be chipped and used on site or hauled away to an approved disposal area.

18. All driveways and parking areas shall be covered with gravel or wood chips and shall be regularly watered to control dust.

19. Limits of disturbance (L.O.D.) will be fenced with 4-foot orange construction fencing as per the attached site plan and will not be changed or removed until final landscaping begins. Any trees that are located within the L.O.D. that are to be saved are to be protected with a 5-0 foot cyclone fencing and a continuous ring of hay bales outside the drip line.

20. A fire extinguisher shall be kept on site at all times.

21. A portable toilet shall be on site at all times.

22. A trash bin will be on site at all times and will be dumped on a regular basis. It is the responsibility of all the workers to keep the site clean at all times.

23. Erosion control will be per the attached erosion control plan and will be maintained at all times.

24. All trees that are to be removed are shown on the site plan. No additional tree removal or thinning shall be done.

25. All construction parking shall be on site with a minimum of 20 parking spaces.

26. Size gas service as required.

27. Contractor to field verify road location and grades w/ existing conditions and provide minimal disturbance and tree loss.

28. Contractor to contact Blue Stakes to field verify location of existing utilities.

29. Water service to be minimum 1 1/2" dia. line.

30. Driveway location to be determined in field to miss existing trees and flow with existing grade.

31. All ridge heights shown (on site plans) are for building and planning department use only, and not for construction bearing heights.

32. Provide a minimum of 3'-0" separation between electrical and gas meters.

33. Existing trees and vegetation to remain undisturbed.

34. NOT USED.

35. Driveway slope to equal 5% slope for the first twenty feet.

#### LANDSCAPE GENERAL NOTES

##### 1. Site Work:

A. Great care must be taken in designing the site improvements around the existing vegetation so the root system remains intact and that its supply of water is maintained.

##### 2. Natural Area:

A. The natural area is the portion of the homestead that lies outside of the building envelope, and must remain as a natural area and left untouched and undisturbed during construction. Permanent irrigation of the natural area on disturbed by construction activity must be restored and re-vegetated, and must be appropriately tended until the natural vegetation is reestablished.

##### 3. Transition Area:

A. The transitional area is that portion of the homestead within the building envelope, but outside of the residence or site walls, within which an owner may enhance the landscape. All areas of the homestead which were disturbed by construction activity must be restored and re-vegetated, and must be appropriately tended until the natural vegetation is reestablished.

##### 4. Plant Salvage:

A. Whenever practicable, salvage of native plants and trees that cannot otherwise be retained on the homestead should be salvaged for reuse on site if approved by the HOA.

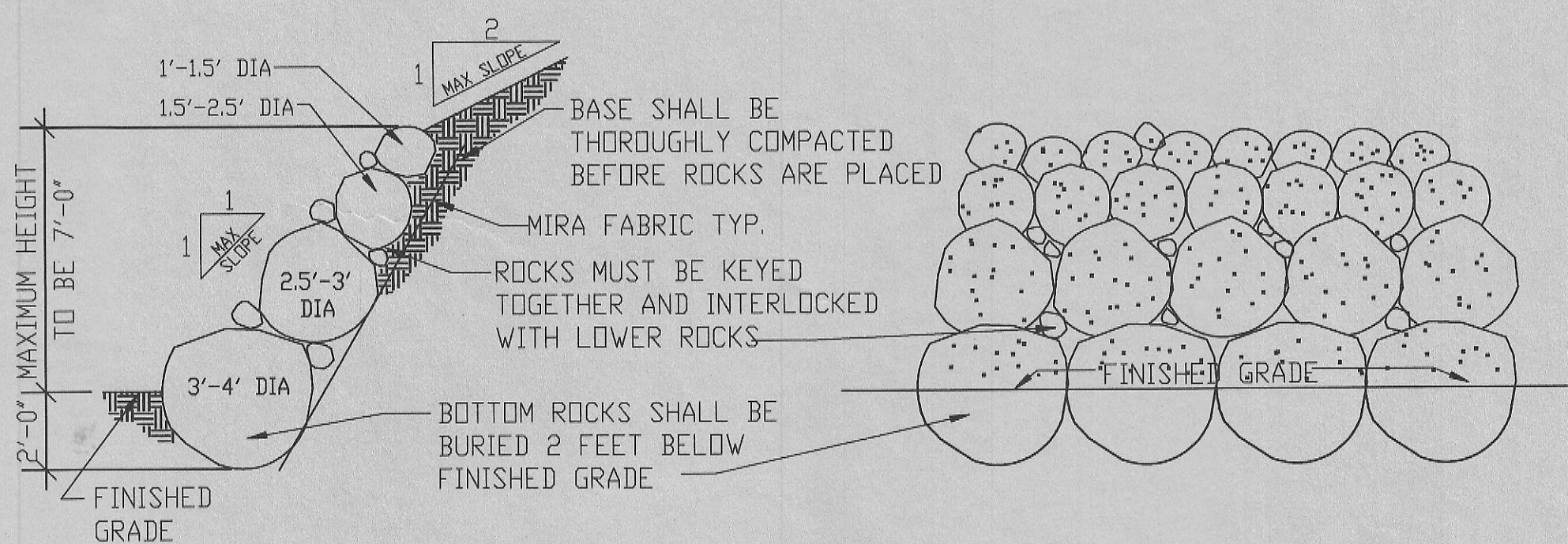
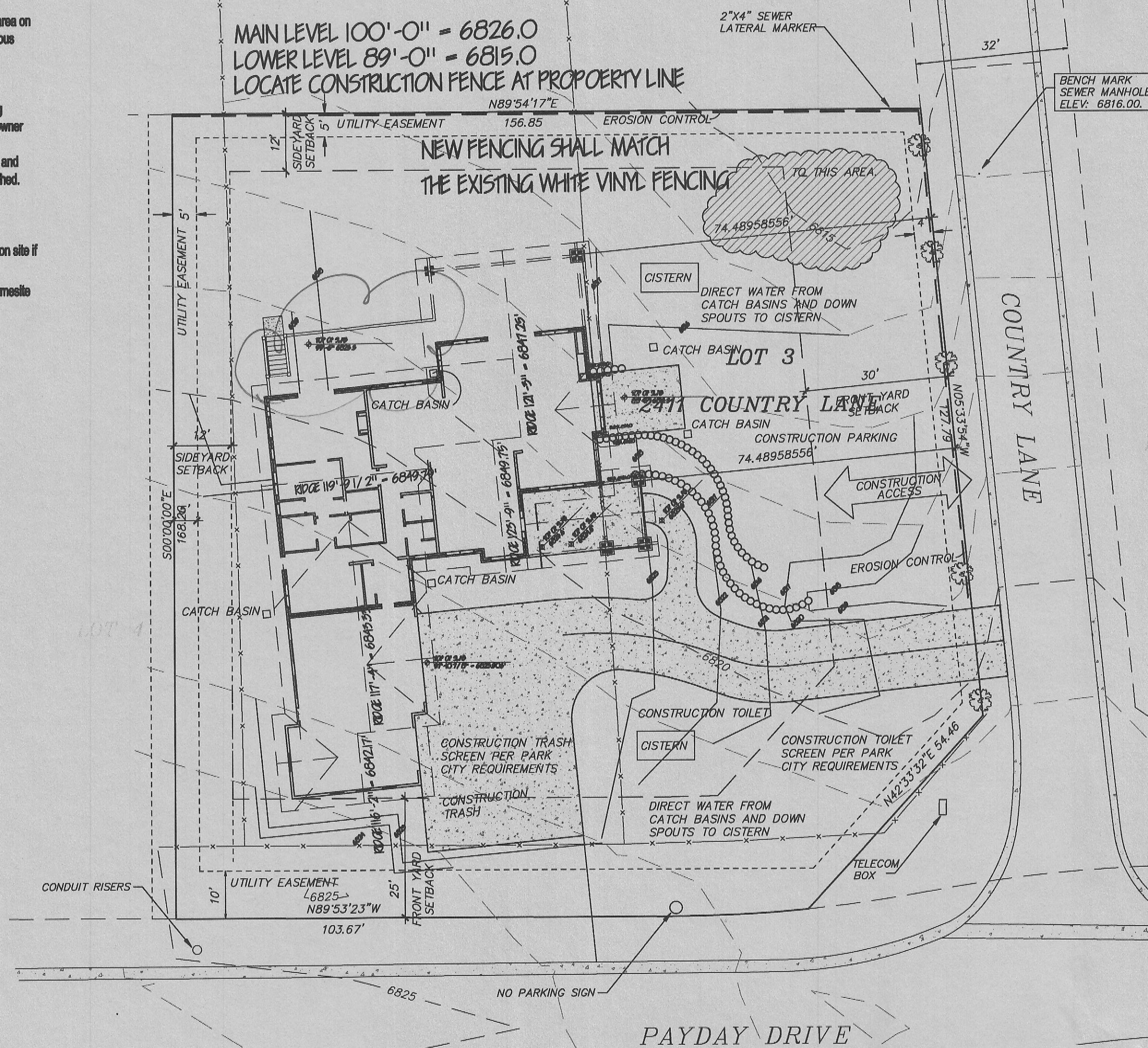
B. Care must also be taken during the salvage operation to minimize homestead disruption and ensure that the natural area remains undisturbed.

## TOPOGRAPHIC SURVEY

LOT 3

THAYNES CREEK RANCH ESTATES-PHASE 1  
SUMMIT COUNTY, UTAH

MAIN LEVEL 100'-0" = 6826.0  
LOWER LEVEL 89'-0" = 6815.0  
LOCATE CONSTRUCTION FENCE AT PROPERTY LINE



CROSS SECTION

SCALE: NTS

FRONT VIEW

SCALE: NTS

#### NOTES:

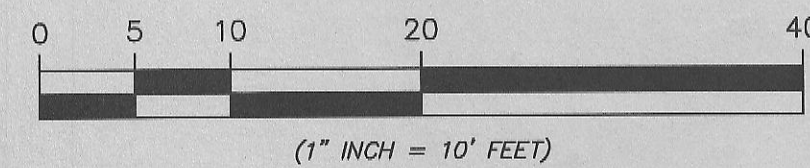
- THE ROCKS SHALL BE HARD, DURABLE, AND ANGULAR FIELD STONES AND SHALL INTERLOCK WITH ADJACENT ROCKS
- THE ROCKS SHALL BE SET SO AS NOT TO EXCEED A 1 TO 1 SLOPE AS SHOWN
- LARGE IRREGULARITIES BETWEEN STONES SHALL BE FILLED WITH ROCK SPALLS OF SUITABLE SIZE RAMMED TIGHTLY INTO PLACE FROM THE BOTTOM TO THE TOP
- ALLOW HEIGHT OF WALL HORIZONTAL DISTANCE BETWEEN ROCK WALLS

## ROCK RETAINING DETAIL

SCALE: NTS

WORK ON THE WATER LINE REQUIRES  
A PERMIT FROM THE PARK CITY

ENGINEERING DEPARTMENT.  
PROVIDE A 1 1/2" WATER LINE AND METER.



#### NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE A TOPOGRAPHIC MAP AND LOCATE THE LOT LINES OF THE SUBJECT PARCEL PRIOR TO DEVELOPMENT.

SURVEY COMPLETED: 3/03/14.

SEE SAID THAYNES CREEK RANCH ESTATES PHASE 1 SUBDIVISION B FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS.

SUMMIT COUNTY PARCEL NUMBER TCR-1-3.

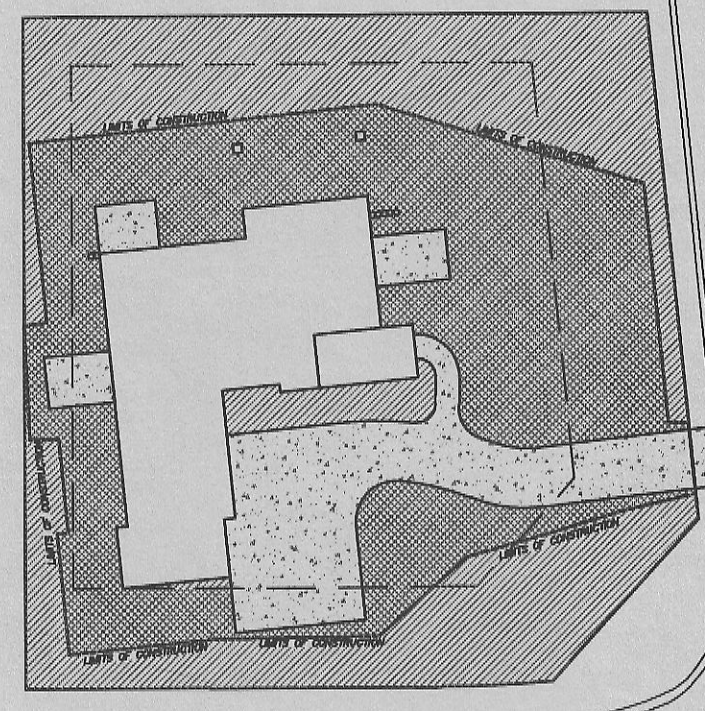
APPROXIMATELY 2 FEET OF SNOW WAS ON SITE DURING THE EXECUTION OF THIS SURVEY, SOME ITEMS MAY HAVE BEEN OBSCURED FROM VIEW.

ELEVATIONS ARE ASSUMED. CONTOUR INTERVALS ARE ONE FOOT LABELED ON THE MAJOR FIVE FOOT INTERVAL.

ALL LOT LINES HAVE A TEN FOOT ROCKY MOUNTAIN POWER EASEMENT.

#### CONSTRUCTION MITIGATION

- Hours of operation are 7:00 A.M. to 8:00 P.M. Monday through Saturday and 8:00 A.M. to 6:00 P.M. on Sundays.
- Parking will not block reasonable public safety vehicle access, will remain on same side of street and on pavement only.
- Deliveries will be during hours of operation only.
- Stockpiling and staging will be on site and within the approved limits of the disturbance fence.
- Construction and phasing if necessary may be required and will be authorized by the building official.
- Trash management and recycling - Construction site will provide adequate storage and program for trash removal and will keep site clean daily. Recycling is encouraged.
- Control of dust and mud will be controlled daily. Gravel will be placed in the egress and ingress areas to prevent mud and dirt from being tracked on streets. Water will be on site to prevent dust.
- Noise will not be above 65 decibels which violates the noise ordinance and will not be made outside the hours of operation.
- Grading and excavation will be during hours of operation and trucking routes may be restricted to prevent adverse impacts.
- Temporary lighting, if used, will be approved by the Planning Department.
- Construction sign will be posted on site and in a location that is readable from the street. The sign will not exceed 12 square feet in size and 6 feet in height. The lettering will not exceed 4 inches in height and will include the following information: Contractor's name, Address, Phone number, and Emergency contact information.
- Other issues: Dogs will be prohibited from construction site. Information will be provided to neighboring property owners to help them be aware of project and to keep the lines of communication open.
- Erosion Control: Storm Water Management Plan will be reviewed, signed, and attached to this Construction Mitigation Plan and approved by PC Building Department.



AREA OF CONSTRUCTION DISTURBANCE  
AND RE-VEGETATION TO BE REVIEWED  
WITH KIRSTEN WILSON, PARK CITY  
PLANNING DEPARTMENT.

APPROVED  
PARK CITY MUNICIPAL CORP

SEP 16 2014

J4  
BUILDING DEPT  
Deck Modifications Only

| COMPLIANCE WITH PARK CITY LAND MANAGEMENT CODE<br>AND THAYNES CREEK RANCH PLAT NOTES |                      |
|--------------------------------------------------------------------------------------|----------------------|
| MAXIMUM BUILDING FOOTPRINT                                                           | ALLOWED              |
| ACTUAL                                                                               | 3900 SQ. FT.         |
| SECOND FLOOR AREA                                                                    | 60% OF MAXIMUM       |
| FOOTPRINT ALLOWED                                                                    | NA                   |
| ACTUAL                                                                               | 0                    |
| TOTAL LOT AREA                                                                       | 26,924               |
| ALLOWED CONSTRUCTION DISTURBANCE 15%                                                 | 20,193               |
| TOTAL HARD SURFACE AND ROADS                                                         | FOOTPRINT            |
| 880 SQ. FT.                                                                          |                      |
| TOTAL AREA OF CONSTRUCTION DISTURBANCE TO BE REGULATED                               | ALLOWED              |
| 10,000 SQ. FT.                                                                       |                      |
| TOTAL AREA OF CONSTRUCTION DISTURBANCE SHOWN                                         | 18,812.2 SQ. FT.     |
| AREA OF REVEGETATION OUTSIDE                                                         | AREA OF CONSTRUCTION |
| 8,136.9 SQ. FT.                                                                      |                      |

\*\*\*\*\* ALL SITE WORK SHALL BE INSTALLED CONCRETELY \*\*\*\*\*  
LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 5,  
TOWNSHIP 2 SOUTH, RANGE 5 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

#### LEGEND

| ADJACENT PARCEL | + | SELECTED SPOT ELEVATION          |
|-----------------|---|----------------------------------|
| SUBJECT PARCEL  | o | PROPERTY CORNER FOUND (AS NOTED) |
| — 5280 —        | ⊙ | SEWER MANHOLE                    |
| — — —           | ⊙ | TREE (DRIP LINE DRAWN TO SCALE)  |
| — x — x —       | ⊙ | FIRE HYDRANT                     |
| — — —           | — | EASEMENT                         |

PARK CITY PLANNING DEPT.

APPROVED

9.16.14

SIGNATURE DATE

K:\HEADERS\final\_low.tif

3100 PINEBROOK RD.  
PARK CITY, UT 84098  
(435) 655-0956

LOT 3  
THAYNES CREEK RANCH ESTATES, PHASE 1  
SUMMIT COUNTY, UTAH

SURVEY PREPARED  
FOR  
TYLER WALTON

Rich Pittam Designs

2271 east temple drive s.c., ut. 84121

SITE PLAN

DATE

6 JUNE 2014

SHEET

C-1

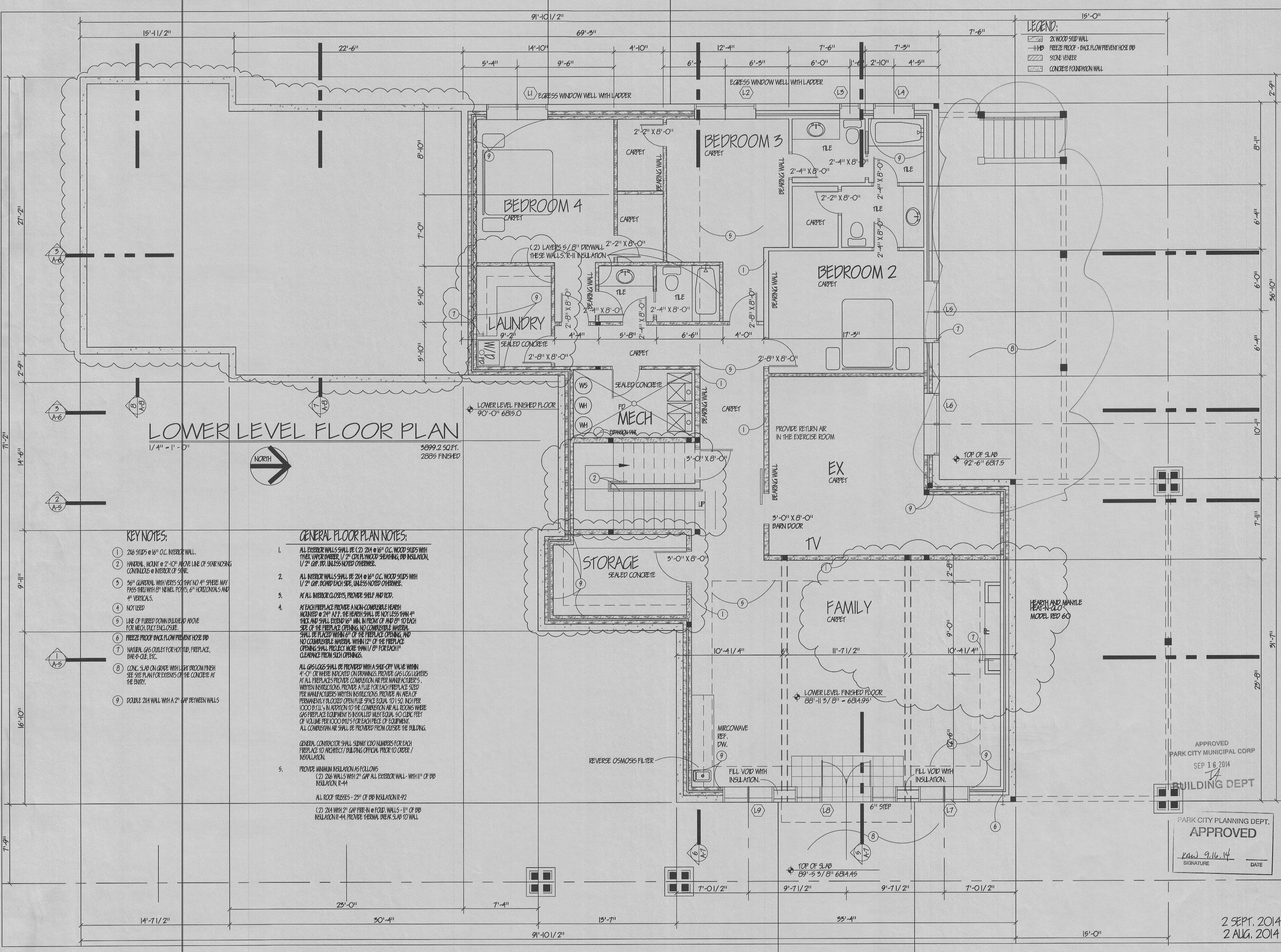
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LOT 3 THAYNES CREEK SUBDIVISION  
PARK CITY  
SUMMIT COUNTY UTAH

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PARK CITY MUNICIPAL CORP  
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BUILDING DEPT





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(801) 910-1960

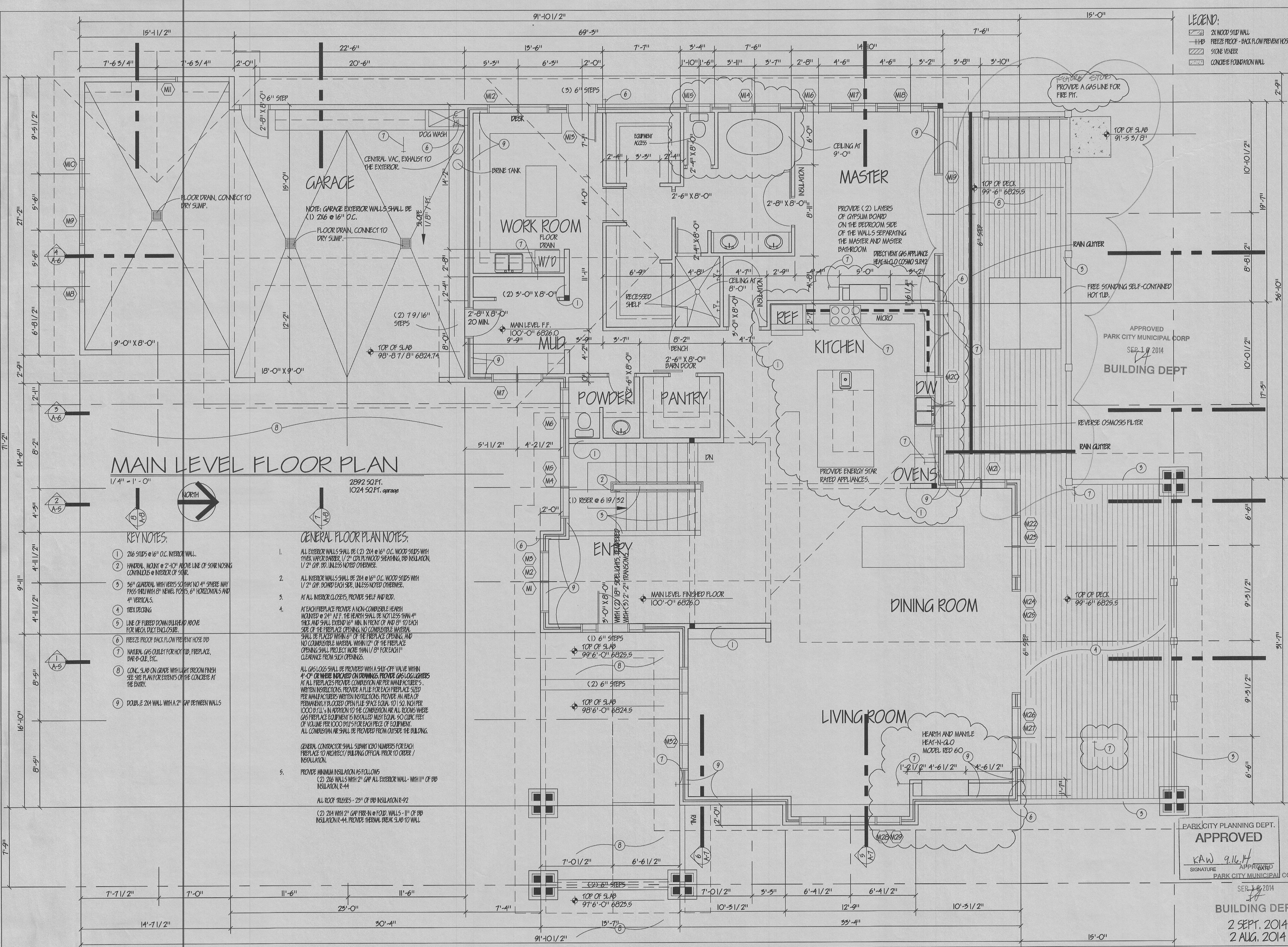
LOWER FLOOR PLAN

DATE  
10 JUNE 2014

SHEET  
A-1

2 SEPT. 2014  
2 AUG. 2014





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 PARK CITY  
 SUMMIT COUNTY UTAH

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MAIN FLOOR PLAN

DATE  
 10 JUNE 2014

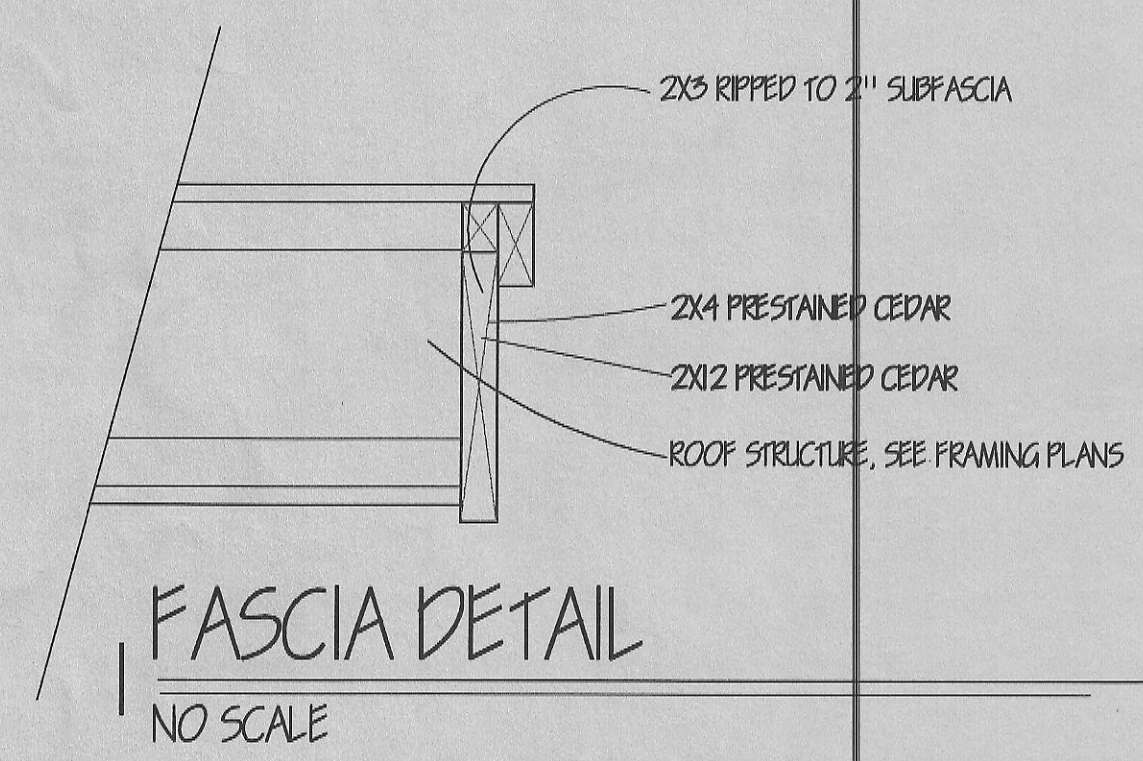
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 KAW 9.16.14  
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 2 AUG. 2014





WEST ELEVATION  
1/4" = 1' - 0"



- KEY NOTES
- 1) 1x6 PRE-STAINED CEDAR SIDING
  - 2) NATURAL STONE VENEER PIER
  - 3) PRE-STAINED CEDAR FASCIA, SEE 1/A-4
  - 4) 1x6 18G PRE-STAINED CEDAR SOFFIT, TYP. ALL SOFFITS PROVIDE CONTINUOUS 2" WIDE SCREEN VENT @ ALL SOFFITS.
  - 5) ALUMINUM CLAD WOOD WINDOWS W/ 1/2" 1x6 PRE-STAINED CEDAR HEAD TRIM AND 2x4 PRE-STAINED CEDAR JAMB AND SILL TRIM.
  - 6) 50 YEAR ARVALIS SHINGLE ROOFING, PROVIDE MINIMUM 24" PAST INTERIOR FACE OF EXTERIOR WALL AND 24" UP EACH SIDE OF ALL VALLEYS. PROVIDE RIDGE VENTS AT ALL RIDGES.
  - 7) EXPOSED EXTERIOR BEAM, SEE FRAMING PLANS.
  - 8) CHIMNEY CAP
  - 9) STANDING SEAM METAL ROOFING, PROVIDE MINIMUM 24" PAST INTERIOR FACE OF EXTERIOR WALL AND 24" UP EACH SIDE OF ALL VALLEYS.



NORTH ELEVATION  
1/4" = 1' - 0"

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PARK CITY  
SUMMIT COUNTY UTAH

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ELEVATIONS

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ROOF BEARING  
110'-0" = 6826'-0"

MAIN LEVEL  
100'-0" = 6826'-0"

LOWER LEVEL  
88'-11 3/8" 6814.95

### 3 BUILDING SECTION

1/4" = 1' - 0"

ROOF BEARING  
110'-0" = 6826'-0"

MAIN LEVEL  
100'-0" = 6826'-0"

LOWER LEVEL  
88'-11 3/8" 6814.95

### 4 BUILDING SECTION

1/4" = 1' - 0"

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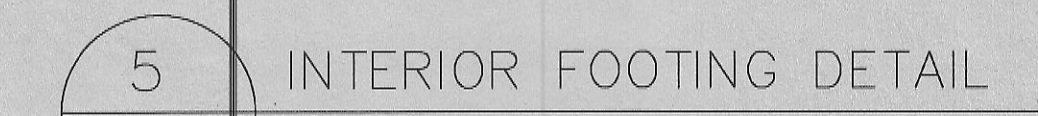
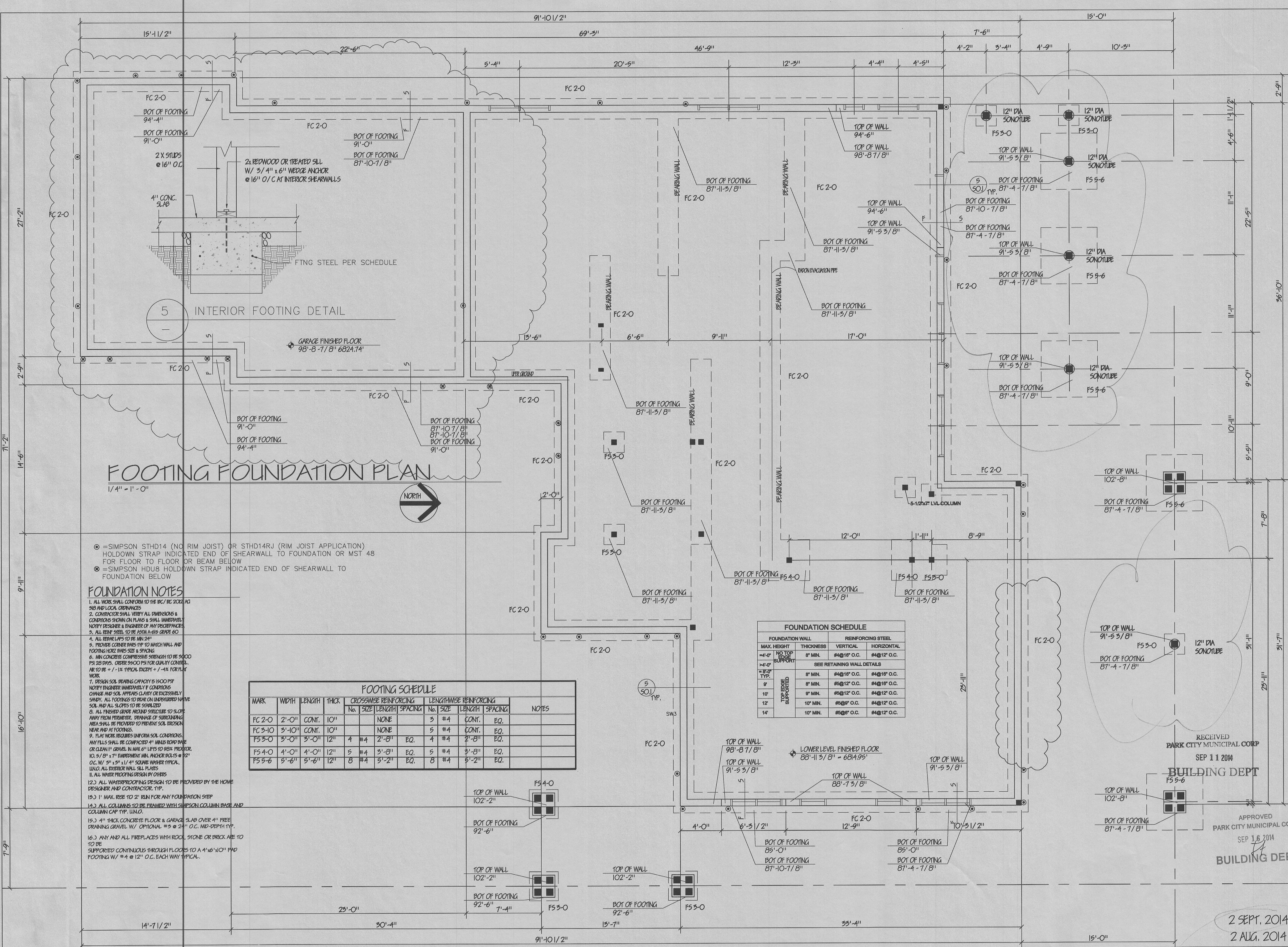
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SECTIONS 3 & 4

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FOOTING FOUNDATION PLAN

- = SIMPSON STD14 (NO RIM JOIST) OR STD14RJ (RIM JOIST APPLICATION) HOLDOWN STRAP INDICATED END OF SHEARWALL TO FOUNDATION OR MST 48 FOR FLOOR TO FLOOR OR BEAM BELOW
- = SIMPSON HDU8 HOLDOWN STRAP INDICATED END OF SHEARWALL TO FOUNDATION BELOW

FOUNDATION NOTES

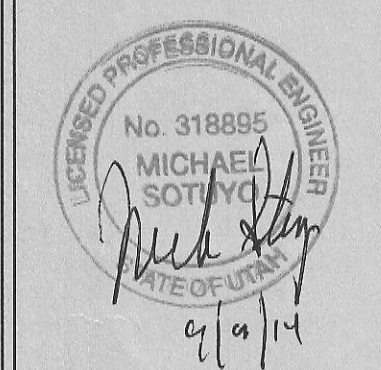
- ALL WORK SHALL CONFORM TO THE IRC/IBC 2006 AND 905 AND LOCAL ORDINANCES
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS SHOWN ON PLANS & SHALL IMMEDIATELY NOTIFY DESIGNER & ENGINEER OF ANY DISCREPANCIES
- ALL REIN. STEEL TO BE ASTM A-615 GRADE 60
- ALL REIN. LAPS TO BE MIN 24"
- PROVIDE CORNER BARS 18" TO EACH WALL AND FOOTING HORIZ. BARS SIZE & SPACING
- MIN. CONCRETE COMPRESSIVE STRENGTH TO BE 3000 PSI 28 DAYS. ORDER 3500 PSI FOR QUALITY CONTROL. NR TO BE +/- 1% TYPICAL EXCEPT +/- 4% FOR FIELD WORK
- DESIGN SOIL BEARING CAPACITY IS 1500 PSF. NOTIFY ENGINEER IMMEDIATELY IF CONDITIONS CHANGE AND SOIL APPEARS CLAYEY OR EXCESSIVELY SANDY. ALL FOOTINGS TO BE ON UNDISTURBED NATIVE SOIL AND ALL SLOPES TO BE SLOPELIZED
- ALL FINISHED GRADE AROUND STRUCTURE TO SLOPE AWAY FROM PERIMETER. DRAINAGE OF SUBORDINATING AREA SHALL BE PROVIDED TO PREVENT SOIL EROSION NEAR AND AT FOOTINGS
- PLAY WORK REQUIRES UNIFORM SOIL CONDITIONS. ANY FILLS SHALL BE COMPACTED 4" MINUS ROAD BASE OR CLEAN 1" GRAVEL IN MAX 6" LIFTS TO PER PROCTOR
- 5' 6" x 7' EMBANKMENT MIN. ANCHOR BOLTS @ 12" O.C. W/ 3/4" x 1 1/4" SQUARE WASHER TYPICAL. UNLO. ALL EXTERIOR WALL SHALL FLUSH
- ALL WATER PROOFING DESIGN BY OTHERS
- ALL WATER PROOFING DESIGN TO BE PROVIDED BY THE HOME DESIGNER AND CONTRACTOR. TYP.
- 1.5' 1" MAX. RISE TO 2' RUN FOR ANY FOUNDATION STEP
- ALL COLUMNS TO BE FRAMED WITH SIMPSON COLUMN BASE AND COLUMN CAP TYP. UNLO.
- 4" THICK CONCRETE FLOOR & GARAGE SLAB OVER 4" FREE DRAINING GRAVEL W/ OPTIONAL #3 @ 24" O.C. MID-DEPTH TYP.
- ANY AND ALL PREPLACES WITH ROCK, STONE OR BRICK ARE TO BE SUPPORTED CONTINUOUS THROUGH FLOORS TO A 4' x 6' x 10" PAD FOOTING W/ #4 @ 12" O.C. EACH WAY TYPICAL.

| FOOTING SCHEDULE |        |        |       |                       |      |        |         |                        |      |        |         |       |
|------------------|--------|--------|-------|-----------------------|------|--------|---------|------------------------|------|--------|---------|-------|
| MARK             | WIDTH  | LENGTH | THICK | CROSSWISE REINFORCING |      |        |         | LENGTHWISE REINFORCING |      |        |         | NOTES |
|                  |        |        |       | No.                   | SIZE | LENGTH | SPACING | No.                    | SIZE | LENGTH | SPACING |       |
| FC 2-O           | 2'-0"  | CONT.  | 10"   |                       |      | NONE   |         | 3                      | #4   | CONT.  | EQ.     |       |
| FC 3-O           | 3'-10" | CONT.  | 10"   |                       |      | NONE   |         | 5                      | #4   | CONT.  | EQ.     |       |
| F5 3-O           | 3'-0"  | 3'-0"  | 12"   | 4                     | #4   | 2'-8"  | EQ.     | 4                      | #4   | 2'-8"  | EQ.     |       |
| F5 4-O           | 4'-0"  | 4'-0"  | 12"   | 5                     | #4   | 3'-8"  | EQ.     | 5                      | #4   | 3'-8"  | EQ.     |       |
| F5 5-6           | 5'-6"  | 5'-6"  | 12"   | 8                     | #4   | 5'-2"  | EQ.     | 8                      | #4   | 5'-2"  | EQ.     |       |

| FOUNDATION SCHEDULE |           |                   |             |
|---------------------|-----------|-------------------|-------------|
| FOUNDATION WALL     | THICKNESS | REINFORCING STEEL |             |
|                     |           | VERTICAL          | HORIZONTAL  |
| MAX. HEIGHT         |           |                   |             |
| 4'-0"               | 8" MIN.   | #4@16" O.C.       | #4@12" O.C. |
| 4'-0"               | 8" MIN.   | #4@16" O.C.       | #4@12" O.C. |
| 8"                  | 8" MIN.   | #5@12" O.C.       | #4@12" O.C. |
| 10"                 | 8" MIN.   | #5@12" O.C.       | #4@12" O.C. |
| 12"                 | 10" MIN.  | #5@8" O.C.        | #4@12" O.C. |
| 14"                 | 10" MIN.  | #5@8" O.C.        | #4@12" O.C. |

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WALTON RESIDENCE  
LOT 3 THAYNES CREEK SUBDIVISION  
PARK CITY  
SUMMIT COUNTY UTAH



Rich Pittman Designs  
2271 east hampshire drive ste. 404, UT 84121  
CEBO 910-1960

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2 AUG. 2014



11-7/8" BCI 6000 OR BCI 60 FOR STIFF FLOOR @ 16" O.C.

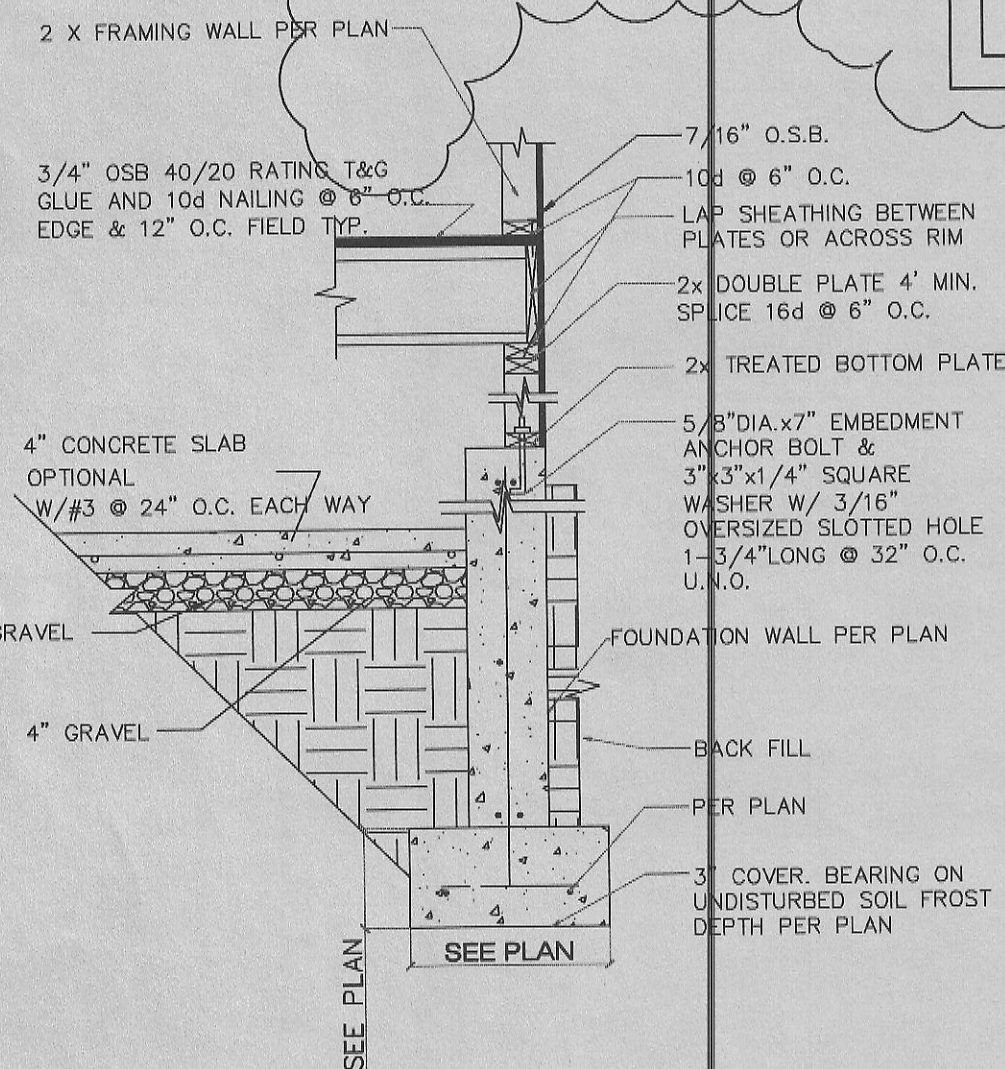
| COLUMN SCHEDULE |                                                         |
|-----------------|---------------------------------------------------------|
| MARK            |                                                         |
| C1              | (2) 2x4 IN 4" WALLS OR (3) 2x6 IN 6" WALLS TYPICAL UNO. |
| C2              | (3) 2x4 IN 4" WALLS OR (3) 2x6 IN 6" WALLS              |
| C3              | 4x4 POST OR (4) 2x4 OR (3) 2x6                          |
| C4              | 4x6 POST OR (3) 2x6 OR (5) 2x4                          |
| C5              | 4"x4"x14" HSS                                           |
| C6              | 6x6 POST                                                |
| C7              | 8x8 POST min.                                           |

| SHEAR WALL SCHEDULE |                                      |                                          | ALLOWABLE<br>SHEAR<br>(KIP) |
|---------------------|--------------------------------------|------------------------------------------|-----------------------------|
| MARK                | MATERIAL                             | NAILING                                  |                             |
| SW1                 | 7/16" STRUCTURAL I<br>PLYWOOD OR OSB | 6d @ 6" O.C. EDGE<br>6d @ 12" O.C. FIELD | 260                         |
| SW2                 | 7/16" STRUCTURAL I<br>PLYWOOD OR OSB | 6d @ 4" O.C. EDGE<br>6d @ 12" O.C. FIELD | 350                         |
| SW3                 | 7/16" STRUCTURAL I<br>PLYWOOD OR OSB | 6d @ 5" O.C. EDGE<br>6d @ 12" O.C. FIELD | 490                         |
| SW4                 | 7/16" STRUCTURAL I<br>PLYWOOD OR OSB | 6d @ 2" O.C. EDGE<br>6d @ 12" O.C. FIELD | 640                         |

1. ALL WALLS COMMON UNO.  
2. ALL WALLS COMMON UNO.  
3. ALL SHEAR WALL ARE BLOCKED AT ALL FREE EDGES  
2x TYP. AND 3x FOR "SW3", "SW4"  
3x SILL FOR "SW3", "SW4" OR 6"x DIA. A.B. @ 16" O.C.

| MAIN FLOOR BEAM SCHEDULE |                         |                        |           |
|--------------------------|-------------------------|------------------------|-----------|
| BEAM                     | SIZE                    | ALTERNATE              | ALTERNATE |
| FB-1                     | (2) 13/4" x 7 1/4" LVL  |                        |           |
| FB-2                     | (1) 13/4" x 11-7/8" LVL |                        |           |
| FB-3                     | W10x39 OR W12x26 STEEL  |                        |           |
| FB-4                     | 8"x16" TIMBER BEAM      | 5-1/8"x15" GULLAM BEAM |           |
| FB-6                     | (4) 13/4" x 18" LVL     | W10x22 STEEL           |           |

NOTE:  
ALL SIZES SHOWN ARE MINIMUMS. BEAMS MAY BE WIDENED AND/OR DEEPENED.  
RIDGE & VALLEY MEMBERS ARE TO BE DEEP ENOUGH FOR ADEQUATE CONNECTION  
OF RAFTERS. DIMENSIONAL LUMBER IS TO BE DOUGLASS FIR #2 OR BETTER, GULLAMS  
TO BE 24F-V4, AND MICROLAM TO BE 1.9E SERIES, UNLESS NOTED OTHERWISE.



TYP. CONCRETE FOUNDATION  
& WALL @ BEARING JOIST

#### GENERAL FRAMING NOTES

- 1.) ALL WORK AND MATERIALS SHALL BE IN STRICT COMPLIANCE WITH THE LATEST EDITION OF THE BUILDING CODE AND ALL LOCAL ORDINANCES.
- 2.) THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.
- 3.) ALL 2x DIMENSIONAL LUMBER SHALL BE DOUGLASS FIR LARCH NO.2 OR BETTER UNLESS INDICATED OTHERWISE. ALL 4x AND LARGER LUMBER SHALL BE DOUGLASS FIR LARCH NO.1 OR BETTER UNLESS INDICATED OTHERWISE.
- 4.) 1-JOISTS AND LVL. MEMBERS MUST BE INSTALLED IN STRICT COMPLIANCE WITH THEIR LISTINGS.
- 5.) ALL JOISTS AND RAFTERS SHALL HAVE SOLID BLOCKING AT THEIR BEARING POINTS. CONNECT BLOCKING TO TOP OF WALL WITH SIMPSON A54 FRAMING ANCHORS. ROOF JOISTS TO HAVE SIMPSON H10 HURRICANE TIES OR TRUSSES TO HAVE SIMPSON H10 HURRICANE CLIPS AT 24".
- 6.) GULLAM BEAMS SHALL BE 24F-V4 TF / DF OR EQUAL FOR SIMPLE SPANS, AND 24F-V8 TF / DF FOR CONTINUOUS SPANS.
- 7.) VERSALAM AND MICROLAM MEMBERS SHALL BE GRADE 1.9E UNO.
- 8.) ALL WOOD CONNECTIONS MUST CARRY THE CAPACITY OF THE MEMBER. THE CONTRACTOR IS RESPONSIBLE FOR ALL WOOD CONNECTIONS. IF OTHER THAN STANDARD CONNECTIONS REQUIRED, CONTACT PROJECT ENGINEER FOR ASSISTANCE. USE SIMPSON OR OTHER ISO LISTED CONNECTIONS.
- 9.) TRUSSES SHALL BE PL MANUFACTURED BY USE OF COLLAR TIES OR CEILING JOISTS, WHERE REQUIRED.
- 10.) REVELED BEARING PLATES ARE REQUIRED AT ALL BEARING POINTS FOR BCI AND TJ RAFTERS.
- 11.) ALL COLUMNS SHALL EXTEND DOWN THROUGH THE STRUCTURE TO THE FOUNDATION. ALL COLUMNS SHALL BE BRACED AT ALL FLOOR LEVELS. LEVELS, COLUMNS SHALL BE THE SAME WIDTH AS THE MEMBER THEY ARE SUPPORTING.
- 12.) ALL EXTERIOR WALL SHALL BE SHEATHED WITH 7/16" THICK 2-4x4 SHEATHING OR EQUAL, WITH ED COMMON WALLS AT 4" O.C. EDGES AND 12" O.C. FIELD. UNLESS OTHERWISE NOTED, SHEATHING SHALL BE CONTINUOUS ACROSS ALL HORIZONTAL FRAMING JOISTS.
- 13.) ENDS OF ALL GULLAM BEAMS SHALL BE ADEQUATELY RESTRAINED.
- 14.) SUBSTITUTES FOR TJ'S AND MICROLAM MEMBERS MAY BE MADE ONLY WITH THE PROJECT ENGINEER'S WRITTEN APPROVAL.
- 15.) ANY WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESURE TREATED.
- 16.) ALL WOOD CONNECTORS SHALL BE INSTALLED WITH ALL REQUIRED FASTENERS IN COMPLIANCE WITH THEIR LISTING.
- 17.) ALL WOOD MEMBERS SHALL BE FASTENED IN COMPLIANCE WITH 2012 IRC / IBC UNLESS NOTED OTHERWISE.
- 18.) ALL JOIST AND BEAM HANGERS TO BE TOP FLANGED TYPE UNLESS NOTED OTHERWISE.
- 19.) ROOF SHEATHING TO BE 5/8" THICK & ED NAILING @ 6" O.C. EDGE & 12" O.C. FIELD UNO.
- 20.) ALL WATERPROOFING DESIGN TO BE PROVIDED BY THE HOME BUILDER / SUB-CONTRACTOR.
- 21.) CONTRACTOR TO PROVIDE ENGINEER OF RECORD STEEL SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO ERECTION.
- 22.) ALL COLUMNS TO BE FRAMED WITH SIMPSON COLUMN BASE AND COLUMN CAP TYP. UNO.
- 23.) ALL GIRDER TRUSSES TO BEAR ON C4 COLUMN UNO. ALL TRUSS DESIGN & BEAM CONNECTIONS BY TRUSS MANUFACTURE.
- 24.) SIMPSON "H21" HANGER TYP. @ BEAM TO BEAM CONNECTION
- 25.) HIP RAFTER SHALL HAVE A MINIMUM DEPTH OF NOT LESS THAN THE CUT END OF RAFTER
- 26.) ANY AND ALL FIREPLACES WITH ROCK, STONE OR BRICK ARE TO BE TO BE SUPPORTED CONTINUOUS THROUGH FLOORS TO A 4"x16"x10" PIP FOOTING W/ #4 @ 10" O.C. EACH WAY TYPICAL.

PROVIDE WONDER BOARD  
AGAINST THE RIM BOARD  
WITH ETHYLENE WHERE  
CONCRETE IS POURED  
AGAINST THE RIM JOIST.

PROVIDE WONDER BOARD  
AGAINST THE RIM BOARD  
WITH ETHYLENE WHERE  
CONCRETE IS POURED  
AGAINST THE RIM JOIST.



## MAIN LEVEL FLOOR FRAMING PLAN

1/4" = 1' - 0"

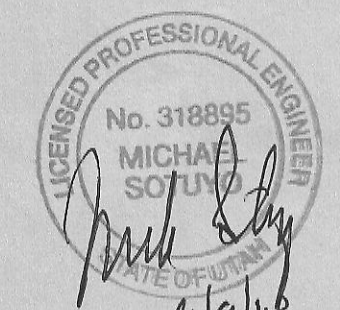
- = SIMPSON STHD14 (NO RIM JOIST) OR STHD14RJ (RIM JOIST APPLICATION) HOLD-DOWN STRAP INDICATED END OF SHEARWALL TO FOUNDATION OR MST 48 FOR FLOOR TO FLOOR OR BEAM BELOW
- = SIMPSON HD08 HOLD-DOWN STRAP INDICATED END OF SHEARWALL TO FOUNDATION BELOW

RECEIVED  
PARK CITY MUNICIPAL CORP  
SEP 11 2014  
BUILDING DEPT

APPROVED  
PARK CITY MUNICIPAL CORP  
SEP 16 2014  
BUILDING DEPT

2 SEPT. 2014  
2 AUG. 2014

WALTON RESIDENCE  
LOT 3 THAVES CREEK SUBDIVISION  
PARK CITY  
SUMMIT COUNTY UTAH



Rich Pittam Designs  
2271 west temple drive ste. 40, UT 84121  
(801) 910-1960

MAIN FLOOR FRAMING

DATE  
10 JUNE 2014

SHEET

52.1

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OF THE OWNER AND THE DESIGNER



**When recorded return to:**

**Park City Municipal Corporation**

**City Recorder**

**P O Box 1480**

**Park City, Utah 84060**

**Fee exempt per Utah Code Annotated 11-13-102**

**Ordinance 13-06**

**ORDINANCE APPROVING AN ANNEXATION OF APPROXIMATELY 33 ACRES KNOWN AS THE RICHARDS/PCMC ANNEXATION LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PCMC PROPERTY AS RECREATION OPEN SPACE (ROS) AND THE RICHARDS PROPERTY AS SINGLE FAMILY DEVELOPMENT (SF).**

WHEREAS, on February 7, 2012, the Petitioners, PCMC and Franklin D. Richards, Jr. Family Trust, filed an annexation petition with the City Recorder for annexation of two metes and bounds described parcels that are currently within the jurisdiction of Summit County and surrounded by properties that are within the Park City municipal boundaries as shown on the attached Annexation Agreement;

WHEREAS, the Property is 33.49 acres in area and is located west of SR 224 and north of Payday Drive, as described in the attached Annexation Agreement, Annexation Plat (Exhibit A to the Annexation Agreement), Legal Descriptions (Exhibit B to the Annexation Agreement) and Proposed Zoning Map Amendment (Exhibit F to the Annexation Agreement);

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction;

WHEREAS, the annexation petition was accepted by the City Council on February 16, 2012;

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code;

WHEREAS, On March 1, 2012, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, and provided legal notice that the petition had been certified and the required 30-day protest period had begun;

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on April 1, 2012;

WHEREAS, the Planning Commission, after proper notice, conducted public hearings on the Annexation petition application on May 9<sup>th</sup>, September 26<sup>th</sup>, October 24<sup>th</sup>, November 28<sup>th</sup>, December 12<sup>th</sup>, 2012, and on January 9<sup>th</sup>, 2013;

WHEREAS, on January 9<sup>th</sup>, 2013, the Planning Commission forwarded a recommendation to City Council on the proposed annexation and zoning of the Richards/PCMC Annexation;

WHEREAS, on January 31<sup>st</sup>, 2013, the City Council conducted a public hearing and discussed the annexation and zoning map amendment and took public testimony on the matter, as required by law;

WHEREAS, the City Council finds that the annexation and requested zoning map amendments are consistent with the Park City General Plan;

WHEREAS, the preliminary subdivision plat (Exhibit C to the Annexation Agreement) sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena. Preliminary platting indicates maximum allowable density of seven units, lot sizes, preliminary building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, is herein attached.

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached to the Annexation Agreement and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below and within the Annexation Agreement.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement and shall be subject to all City levies and assessments, conditions, and restrictions as described in the terms of said Annexation Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION AGREEMENT. City Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto and as approved to form by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation and the proposed zoning meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City



General Plan, and Park City Annexation Policy Plan - Land Management Code Chapter 8, Annexation.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said PCMC Parcel in the ROS zoning district and the Richards Parcel in the SF zoning district, as shown in Exhibit F to the Annexation Agreement.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. On February 7, 2012, the applicants filed an annexation petition with the City Recorder for annexation of two parcels currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal boundaries.
2. The applicants are requesting annexation and zoning approval for two separately owned parcels. The Franklin D. Richards Jr. Family Trust ("Richards Parcel") is 13.75 acres and the requested zoning is Single Family (SF). The PCMC Parcel is 19.74 acres and the requested zoning is Recreation Open Space (ROS).
3. The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224. The property is surrounded on all boundaries by Park City municipal boundaries and is considered an island of unincorporated land.
4. The applicants submitted an annexation plat for the two parcels, prepared by a licensed surveyor and additional annexation petition materials according to provisions of the City's Annexation Policy Plan and Utah State Code. A Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) and an existing conditions survey map were also submitted.
5. The Preliminary Subdivision Plat indicates four single family home lots in Phase I and three single family lots in Phase II, and Lot 8, the equestrian lot. The existing home, guest house and horse training facility are in Phase II and may remain unplatted until a final subdivision plat is submitted and approved by the City for that property. Barn pad locations are indicated for the equestrian lots.
6. The petition was accepted by the City Council on February 16, 2012 and certified by the City Recorder on March 1, 2012. Legal notice was published in the Park Record and the Public Website as required by State Code. Notice of certification was mailed to affected entities as required by the State Code. The protest period for acceptance of the petition ended on April 1<sup>st</sup>. No protests to the petition were filed.
7. The PCMC property is a dedicated open space parcel, subject to a March 24<sup>th</sup>, 2005, Deed of Conservation Easement in favor of the Summit Land Conservancy, in perpetuity. In 1999, the City purchased this 19.74 acre parcel through a purchase agreement with the Trust for Public Land from Frank Richards. A lease agreement is required for use of the PCMC Parcel by any person or entity other than by the City.
8. The PCMC Parcel is currently utilized for agricultural uses of grazing and growing of hay, as well as for undisturbed open space along streams, irrigation ditches, and wetlands. The City provides winter time grooming of a ski trail within the parcel, along Hwy 224. The land was originally part of the Franklin D. Richard,

- Jr. Family Trust. The PCMC property will remain as open space in perpetuity, subject to restrictions of the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement).
9. The property is located within the Park City Municipal Corporation Annexation Expansion Area boundary, as described in the adopted Annexation Policy Plan (Land Management Code (LMC) Chapter 8) and is contiguous with the current Park City Municipal Boundary along the south property lines with the Thayne's Creek Subdivision Annexation (June 2, 1989) and the Treasure Mountain Annexation (Thayne's Canyon Subdivision) (July 28, 1971). The property is contiguous with the City along the north property lines with the Peterson Property Annexation (February 22, 1993) and the Chamber Bureau Kiosk Annexation. . Along the west property line there is contiguity with the Smith Ranch Annexation (July 14, 1988) (aka Aspen Springs Subdivision) and the Iron Canyon Annexation (October 28, 1983). Along the east property lines there is contiguity with the McLeod Creek Annexation (May 7, 1979).
  10. The proposed annexation properties are the only non-annexed properties owned by these Petitioners in the surrounding area.
  11. Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm. Access to the PCMC property is also from Payday Drive, just west of Hwy 224 at a stubbed in roadway. This access is used by ski grooming equipment and other municipal vehicles to maintain the property. No access is proposed directly off of Highway 224 with this annexation or for the subdivision.
  12. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable house shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Addition requirements regarding affordable housing are spelled out in the Annexation Agreement. Fees in lieu are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority.
  13. Land uses proposed in the Preliminary Subdivision Plat include a total of 7 single family lots and 1 common area lot (Lot 8 of the preliminary subdivision plat) for an existing riding arena. No density is assigned or permitted to be developed on Lot 8. Only one single family home and one barn are permitted to be constructed on the remaining lots. Lot 5 of the preliminary subdivision plat contains an existing single family house and a guest house that may remain and be used as a guest house. These uses are permitted.
  14. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan. The PCMC Parcel allows only uses permitted by the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement). Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
  15. The proposed land uses are consistent with the purpose statements of the SF and ROS zones respectively. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding



neighborhood.

16. The Annexation Agreement and Preliminary Subdivision Plat limit the total number of lots to eight (8), including the equestrian lot, and the final plat would include a note indicating that no further subdivision of lots is allowed and no residential or commercial density is permitted on Lot 8. Barns are to be used for agricultural uses, horses, and related storage and not for human occupation.
17. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
18. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
19. Areas of wetlands and irrigation ditches, and any required setbacks from these areas have been identified on the property.
20. The annexation is outside the City's Soils Ordinance District and there are no areas of steep slope that would indicate the property should be placed in the Sensitive Lands Overlay Zone. Wetlands and streams are protected by language in the LMC requiring minimum setbacks and protection during construction. The platting of specific building envelopes for houses and barns at the time of the final subdivision plat will further protect these sensitive areas from impacts of development.
21. The annexation petition has been reviewed pursuant to the Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403. The annexation petition requirements set forth in these sections of the UCA have been met; including issues of 1) contiguity and municipal annexation expansion area, 2) boundaries drawn along existing local districts, special districts and other taxing entities, and 3) for the content of the petition.
22. The proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and as conditioned will protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space and ensure environmental quality; protect a prominent entry corridor, view sheds and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general health, safety, and welfare of the public.
23. City Staff has reviewed the proposed annexation and preliminary plat against the general requirements established for annexation to Park City as presented in LMC Section 15-8-2 and as further described in the Analysis section of this report.
24. The property was posted, courtesy notices were mailed to surrounding property owners, and legal notice was published in the Park Record according to requirements for annexations in the LMC and State Code.

#### Conclusions of Law

1. The Annexation and Zoning Map amendment are consistent with the Annexation Policy Plan and the Park City General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

#### Conditions of Approval

1. The Official Zoning Map shall be amended to designate the PCMC property as Recreation Open Space (ROS) and the Richards Parcel as Single Family (SF).
2. The Annexation Agreement shall be fully executed and recorded at Summit County.

3. Petitioner and PCMC shall execute a Water Agreement (Exhibit E to the Annexation Agreement, to be recorded separately) providing for the transportation of water to the subdivision.
4. Recordation of a final subdivision plat, to create legal lots of record; dedicate utility, access, drainage, snow storage, and irrigation easements; identify platted building pads for houses and barns; identify limits of disturbance areas and driveway and hard surface areas; establish architectural guidelines for barns; establish fencing details; and to address other issues that are typically addressed at the time of the final subdivision plat, is a requirement prior to commencing of site work and issuance of building permits on the Property.
5. The final subdivision plat shall be in substantial compliance with the Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) submitted with the Annexation petition, as amended. The final subdivision plat shall include plat notes stating that the maximum density of the subdivision is seven (7) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision. Barns shall not be used for human occupation. The existing guest house on Lot 5 may remain and is not separately saleable from the main dwelling. If the affordable housing unit is provided on site that unit is in addition to the maximum density of seven units.
6. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
7. Fencing shall be consistent through-out the subdivision and described on the final subdivision plat and in the CCRs. A fencing plan shall be submitted with the final subdivision plat application and with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
8. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with Iron Mountain Drive is required to provide connectivity to Rotary Park and shall be identified on the final subdivision plat. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on the property.
9. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. A landscaping plan for public right-of-way and any common areas shall be submitted with the final subdivision plat.
10. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
11. Excavated materials shall remain on site to the greatest extent possible.
12. Use of the PCMC Parcel shall be addressed and regulated by a signed and executed Lease Agreement for Agricultural Use and Grazing for use by any person or entity other than the City. All use of the PCMC Parcel shall comply with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy.
13. The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement. The affordable housing



- obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density.
14. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved. Barns may not be used for human occupation.
  15. Access easements shall be provided on the final subdivision plat, along lot lines as necessary to facilitate utility service, irrigation, and access to the PCMC Parcel, for equestrian use and for maintenance of the parcel as allowed by the March 2005 Deed of Conservation Easement.
  16. All conditions and restrictions of the Annexation Agreement shall continue to apply to the final subdivision plat.
  17. The final subdivision plat shall dedicate a private access easement for the Ross-Gaebe Property to memorialize the existing private easement across the existing driveway and to extend this easement to the public ROW at Payday Drive.
  18. Prior to recordation of a final subdivision plat a historic reconnaissance survey should be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
  19. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots.
  20. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record. The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.

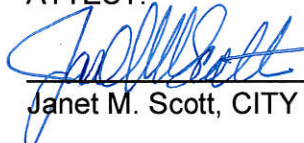
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this 31<sup>st</sup> day of January, 2013.

PARK CITY MUNICIPAL CORPORATION

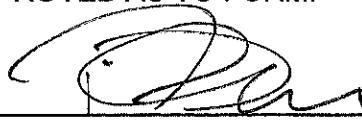
  
Dana Williams, MAYOR

ATTEST:

  
Janet M. Scott, CITY RECORDER



APPROVED AS TO FORM:

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Thomas A. Daley, Sr. DEPUTY CITY ATTORNEY

Attachment- Annexation Agreement and Exhibits



**When recorded, please return to:**  
PARK CITY MUNICIPAL CORPORATION  
City Recorder  
P O Box 1480  
Park City UT 84060

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### **RICHARDS PARCEL ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**PCMC**" or the "**City**") and Franklin D. Richards, Jr. Family Trust (December 24, 2002) (hereinafter, "**Petitioner**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner (hereinafter, "**Richards Parcel**" or "**Petitioner's Property**"), consisting of approximately 13.75 acres and located in unincorporated Summit County, Utah, north of Payday Drive and west of State Route 224. The Richards Parcel is one of two parcels proposed to be annexed into Park City's municipal boundaries. The other parcel proposed for annexation is a 19.74 acre parcel owned by the City (hereinafter, "**PCMC Parcel**"). Together, the annexation of the Richards Parcel and the PCMC Parcel shall be referred to as the Richards/PCMC Annexation; the petition to annex both parcels shall be referred to as the "Annexation Petition;" and both the Richards Parcel and the PCMC Parcel shall be referred to as the "Annexation Property." The Richards/PCMC Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Richards Parcel. The PCMC Parcel is included in the Annexation Petition but is not subject to the terms of this Annexation Agreement. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of §§ 10-2-401 et. Seq. of the Utah Code, Annotated 1953, as amended "**MLUDMA**").

WHEREAS, the Richards/PCMC Annexation includes the following parcels: the PCMC Parcel, with tax identification number SS-104-1-B-1-X, owned by PCMC and consisting of 19.74 acres, and the Richards Parcel, with tax identification number SS-104-1-B, owned by Petitioner and consisting of 13.75 acres.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Richards Parcel into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on February 12, 2012. The Annexation Petition was accepted by the City Council on February 16, 2012, and certified by the City Recorder on March 1, 2012. The first public hearing was conducted by the Planning Commission on May 9, 2012. Subsequent public hearings were conducted by the Planning Commission on September 26<sup>th</sup> and December 12<sup>th</sup> of 2012 and January 9<sup>th</sup> of 2013.

WHEREAS, in connection with the Richards/PCMC Annexation, the Annexation Property is proposed to be zoned Single Family (SF Zone) for the Richards Parcel and Recreation Open Space (ROS Zone) for the City Parcel. The SF Zone is a City zoning district allowing for low density, single family home development that maintains existing predominately single family detached residential neighborhoods, maintains the character of mountain resort neighborhoods with compatible design, and

requires a streetscape that minimizes impacts on existing residents and reduces the architectural impacts of the automobile. The SF zoning district is more fully described in the City's Land Management Code.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of City's action to annex Petitioner's property, and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of the Richards/PCMC Annexation shall be as follows:

1. **Property.** The Richards Parcel to be annexed is approximately 13.75 acres in area, as depicted on the annexation plat attached as Exhibit A (the "**Annexation Plat**") and as more fully described in the legal descriptions attached as Exhibit B. The PCMC Parcel consists of 19.74 acres. The total Richards/PCMC Annexation includes both parcels and totals approximately 33.49 acres.

2. **Zoning.** Upon Annexation, the Richards Parcel will be zoned Single Family (SF). The PCMC Parcel will be zoned Recreation Open Space (ROS). The official zoning map of Park City shall be amended to include these properties and zoning designations (see Exhibit F).

3. **Subdivision; Density and Phasing.** Pursuant to Land Management Code Section 15-8-3 on February 12, 2012, a complete revised application for a Preliminary Subdivision Plat on the 13.75 acre Richards Parcel of the Property was filed with the City. The Preliminary Subdivision Plat is attached as Exhibit C. The maximum allowable residential density is seven (7) dwelling units with all units to be single family detached houses located within the Richards Parcel. The PCMC Parcel is to be platted as open space with ROS zoning, subject to the Deed of Conservation Easement described below. Uses of the PCMC Parcel must comply with the ROS zoning and the March 24<sup>th</sup>, 2005, Deed of Conservation Easement entered into by and between Park City Municipal Corporation (Exhibit D), in favor of the Summit Land Conservancy, a Utah non-profit corporation.

The maximum density allowed on the Richards Parcel does not include the required affordable housing unit ("**AUE**") as specified in Paragraph 10 below. The land use development of the Property shall be governed by the maximum density stipulated in this Agreement, zoning designations provided herein and by the Final Subdivision Plat, to be finalized as soon as reasonably practicable following completion of the annexation process pursuant to Utah Code Annotated § 10-2-425(5).

Moreover, any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and MLUDMA in effect at the time an application for amendment is filed with the City Planning Department.

Further, as part of the Final Subdivision Plat approval process, the phasing of the development of the Petitioner's Property shall be determined in a manner that ensures the adequacy of public facilities as may be required to support any such development.

4. **Sidewalks.** A condition precedent to building permit issuance for construction on any lot within the Final Subdivision, is the dedication to the City of a ten (10') wide, non-exclusive, public easement across the Petitioner's Property along Payday Drive, for the purposes of public access, utilities, irrigation, storm water drainage, landscaping and snow storage. Construction of a five (5') foot wide non-vehicular public pedestrian sidewalk, to be located within the ten (10') public easement and



constructed to City Standards and Specifications as required by the City Engineer, shall be included as part of the required public improvements for the future development. The sidewalks shall connect to the existing sidewalk within the Thayne's Creek Ranch B Subdivision and shall run to the Property's western boundary at Iron Mountain Drive, with the final location to be determined by the City Engineer during the Final Subdivision Plat review process. Any obligations or guarantees with respect to the construction of such sidewalks shall be governed by the terms and conditions of the Final Subdivision for the Property.

5. **Fire Prevention Measures.** Because of potential wild land interface issues on the Petitioner's Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes. Such plan may include a requirement for residential fire sprinkler systems for all structures. Fire and emergency access and fire hydrants shall be installed as required by the fire protection plan prior to issuance of any full building permits on the Property.

6. **Roads and Road Design.** All streets and roads within the Property are to be private roads designed and retained as private roads. Final design shall be determined during the Final Subdivision Plat review process.

7. **Sanitary Sewer, Line Extensions and Storm Water Detention Facilities.** Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.

In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm water detention facilities shall be determined by the City Engineer, at the time of final Subdivision Plat review (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or of a future homeowner's association for common facilities.

8. **Water Rights.** Pursuant to the Annexation Petition the Petitioner owns 102.5 ac-ft of water under Water Right 35-8458, of which 42 ac-ft is utilized on the 13.75 acres for irrigation. Petitioner and City are currently working to resolve a title dispute on as much as 69 acre feet of the 102.5 acre feet. That dispute will not affect the implementation of this Annexation Agreement.

Previously, the Petitioner conveyed 7.5 ac-ft from Water Right 35-8458 to the lot owners within the Thayne's Creek Ranch Subdivision as part of the Thayne's Creek Ranch Annexation Agreement and Subdivision approval. An additional 10 ac-ft were conveyed to the Trust for Public Lands in connection with irrigation of the Conservation Easement on the 19.74 acre PCMC Parcel. Petitioner agrees to convey to lot purchasers one (1) acre foot from this water right for each of Lots 3 and 4, two (2) acre feet for each of Lots 1 and 2, four (4) acre feet for each of lots 6 and 7, and two and a half (2.5) acre feet for lot 5, the equestrian lot, for the purpose of irrigation and stock water, for a total of sixteen and a half

(16.5) acre feet. Park City also owns a portion of the same water right and uses it along with Park City's other water rights to irrigate the PCMC Parcel and other City-owned property.

Since filing the Annexation Petition, the Petitioner has conveyed 86 acre feet of the decreed water right to a third party who is unrelated to the Richards/PCMC Annexation. The underlying water right which is being segregated to represent the respective interests of the three parties (including the third party) has a priority date of 1882. Thus, this water right will be subject to priority cuts by the Utah Division of Water Rights.

The distribution of water represented by water rights which will be owned by Park City, the Petitioner, and the third party through open ditches, streams, and head gates will present challenges to Park City due to Park City operating the water distribution system above and below the proposed subdivision. Accordingly, PCMC and Petitioner will enter into a separate agreement regarding the delivery of water to the Petitioner's Property. (Hereafter the "Water Agreement").

As set forth in the Water Agreement, which will be approved by City Council, Petitioner and the City have agreed that the City will operate the head gates leading into the Petitioner's Property and proposed subdivision. City will operate the head gates in accordance with the water rights of record owned in the aggregate by the individual lot owners and the City. The Petitioner understands that Park City's operation of head gates will be subject to the Utah Division of Water Right's enforcement of water rights. Petitioner further understands that the City will not operate or in any way be responsible for the design, construction, or maintenance of the irrigation water delivery system within the subdivision.

The water agreement, be recorded separately, will also address improvements to the existing ditch system and infrastructure (improvements) that will be required to accurately divert and measure the correct flow rate to the Petitioner, the City, and the third party. The cost of improvements will be shared between the Petitioner and the City in proportion to each party's quantity of water, as provided in the Water Agreement.

City may convey water through the Petitioner's proposed subdivision as provided in the Water Agreement. It will be the responsibility of the water right owners in the subdivision to construct facilities to meet their irrigation needs based on this continuous flow and delivery location. City may elect to establish an irrigation turn system.

9. **Water Impact Fees and Other Water Facilities and Systems Costs.** Certain water facilities and systems internal to Petitioner's Property shall be required to be constructed and, to the extent they are dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Subdivision review process (the "**Water Facilities and Systems**"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the City Engineer. Petitioner acknowledges that water impact fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area. Ownership of water rights will not affect the application of the Impact Fee Ordinance to the Property.



10. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the City's Affordable Housing Resolution 20-07. The affordable housing requirement is 0.9 Affordable Unit Equivalent (AUE) determined by applying the requirement for 15% of the six dwelling units to be constructed. One dwelling unit currently exists on the property. The 0.9 AUE equates to 810 square feet of net livable space, as one (1.0) AUE is 900 square feet of net livable space. Payment of fees in lieu of development of affordable units on or off-site is allowed at the discretion of the Park City Housing Authority in compliance with the criteria stated in the City's Affordable Housing Resolution 20-07, with in-lieu fee to be calculated based on the formula identified in the City's Affordable Housing Resolution (25-12). Timing of the completion of affordable units and timing of payment of fees in lieu of development are subject to the requirements of Affordable Housing Resolution 20-07.

11. **Sustainable Development requirements.** All construction of dwelling units within the Final Subdivision shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the SF Zone. Unless otherwise approved in the Final Subdivision plat, in compliance with the current Environmental/ Sustainability Element of the General Plan, each home in the development must receive National Association of Home Builders National Green Building Standards Silver (or higher) Certification (or other Green Building certification as approved by the Planning Commission at the time of the Final Subdivision plat approval) **OR** reach LEED for Homes Silver (or higher) Rating. Green Building Certification and LEED for Homes Silver rating criteria to be used shall be those applicable at the time of building permit application.

In addition to the builder achieving the aforementioned points on the Green Building or LEED for Homes Silver (or higher), certification checklists, in order to achieve water conservation goals, the builder must also either:

- Achieve at a minimum, the Silver Performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR
- Achieve a minimum combined 10 points within the 1) Sustainable Sites (SS 2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist; OR
- Achieve an equivalent water conservation standard applicable at the time of the building permit application.

Points achieved in these resource conservation categories will count towards the overall score. Application for the award certification and plaque commemorating LEED for Homes Silver (or higher) is at the discretion and expense of the Petitioner or individual Lot owner.

12. **Planning Review Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

13. **Impact and Building Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact,

park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Ordinance and, further, Park City's final approval of the construction of any such public improvements, those water facilities, utilities, fire hydrants, and easements as may be agreed by Parties in connection with the Final Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes.

15. **Snow Removal and Storage.** Snow removal from private roads shall be the responsibility of the Property Owners. Park City shall not be obligated to remove snow from private sidewalks unless the sidewalks are classified as part of a community trail system and incorporated into the City wide snow removal program. Public snow storage easements shall be provided along Payday Drive and identified on the Final Subdivision plat to be located within the ten foot (10') public easement described in paragraph 4.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared by Alliance Engineering for the Petitioner dated January 24, 2012 and updated with the revised preliminary subdivision plat prior to the September 26<sup>th</sup>, 2012 Planning Commission meeting, has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that the Annexation will not result in an overall negative impact on the City or School District. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes a possible net fiscal gain to the School District is possible, based on the increase in property tax revenue for a mix of primary and secondary homes.

17. **Traffic Mitigation.** A review and analysis of impacts of the development on neighboring streets and major intersections was submitted with the Annexation petition. No mitigation measures are proposed due to the low density and low level of impact of the proposed development on local streets and at major intersections.

18. **Lease Agreement for Use of the PCMC Parcel.** A separate agreement will be entered into by Petitioner and PCMC ("Lease Agreement") for the use of the PCMC Parcel by Petitioner. All use of the PCMC Parcel shall be consistent with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy (Exhibit D).

19. **Effective Date.** This Annexation Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance, and further, the City provides notice of the recordation to the parties of this Annexation Agreement.

20. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. The City and Petitioner agree that jurisdiction and venue are proper in Summit County.

21. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land,



and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (**the “Annexation Ordinance”**), and the Annexation Plat shall be recorded in the County Recorder’s Office of Summit County, Utah.

22. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

23. **Compliance with City Code.** Notwithstanding Paragraph 19 of this Agreement, from the time the Park City Council (the **“City Council”**) approves of this Agreement and upon completion of the Annexation by recordation of the annexation plat with the County Recorder’s Office of Summit County, Utah, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

24. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

25. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

26. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Subdivision in accordance with the uses, density, and configuration of development approved in the Final Subdivision plat when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

27. **Nature of Obligations of Petitioner.** Applicant is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the City.

28. **Severability.** If any part or provision of this Annexation 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 Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other

provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the 4 day of MARCH, 2013.

*(Signatures begin on following page)*



**PARK CITY MUNICIPAL CORPORATION,**  
A political subdivision of the State of Utah

By: *Dana Williams*  
Dana Williams, Mayor

Dated this 4 day of MARCH, 2013.

ATTEST: City Clerk

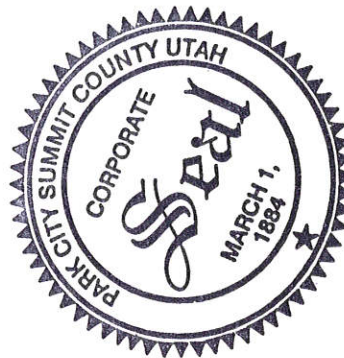
By: *Janet Scott*  
Janet Scott, City Recorder

Dated this 4 day of MARCH, 2013.

APPROVED AS TO FORM:

*Thomas A. Daley, Sr.*  
Thomas A. Daley, Sr., Deputy City Attorney  
*MARK HARRINGTON*

Dated this 4 day of MARCH, 2013.



**FRANKLIN D. RICHARDS, JR. FAMILY TRUST (DECEMBER 24, 2002), Petitioner**

By: *Franklin D. Richards, Jr.*

Name: FRANKLIN D. RICHARDS JR.

Dated this 4 day of MARCH, 2013

Acknowledgement (notary)

**Exhibits**

- A. Annexation Plat
- B. Legal Descriptions
- C. Preliminary Subdivision plat
- D. Deed of Conservation Easement
- E. Water Agreement (recorded separately)
- F. Zoning Map Amendment

**EXHIBIT A**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Annexation Plat]





**EXHIBIT B**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Legal Description]



PARK CITY MUNICIPAL CORPORATION ANNEXATION

January 6, 2012

A parcel of land located in the southwest quarter of the southeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 1376.55 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thaynes Creek Ranch 1A, recorded July 11, 1991, as Entry No. 343985 in the office of the recorder, Summit County, Utah; and running thence along the north boundary of Thaynes Creek Ranch 1A North 89°53'23" West 840.29 feet; thence North 00°06'37" East 579.15 feet; thence North 89°53'23" West 187.26 feet; thence North 00°38'00" West 682.83 feet to a point on the southerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary South 89°53'23" East 401.11 feet to a point on the westerly boundary of the Chamber Bureau Kiosk Annexation Plat, recorded January 2, 1986, as Entry No. 244420, in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 21°18'04" East 137.13 feet; thence 2) South 89°15'12" East 138.87 feet to the westerly right-of-way of State Highway 224; thence along said right-of-way South 21°23'54" East 1217.50 feet to the point of beginning.

Description contains 19.74 acres.

X:\ThaynesCanyon-spm\docs\desc\2-pcmc annex.doc

## RICHARDS ANNEXATION

January 6, 2012

A parcel of land located in the south half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

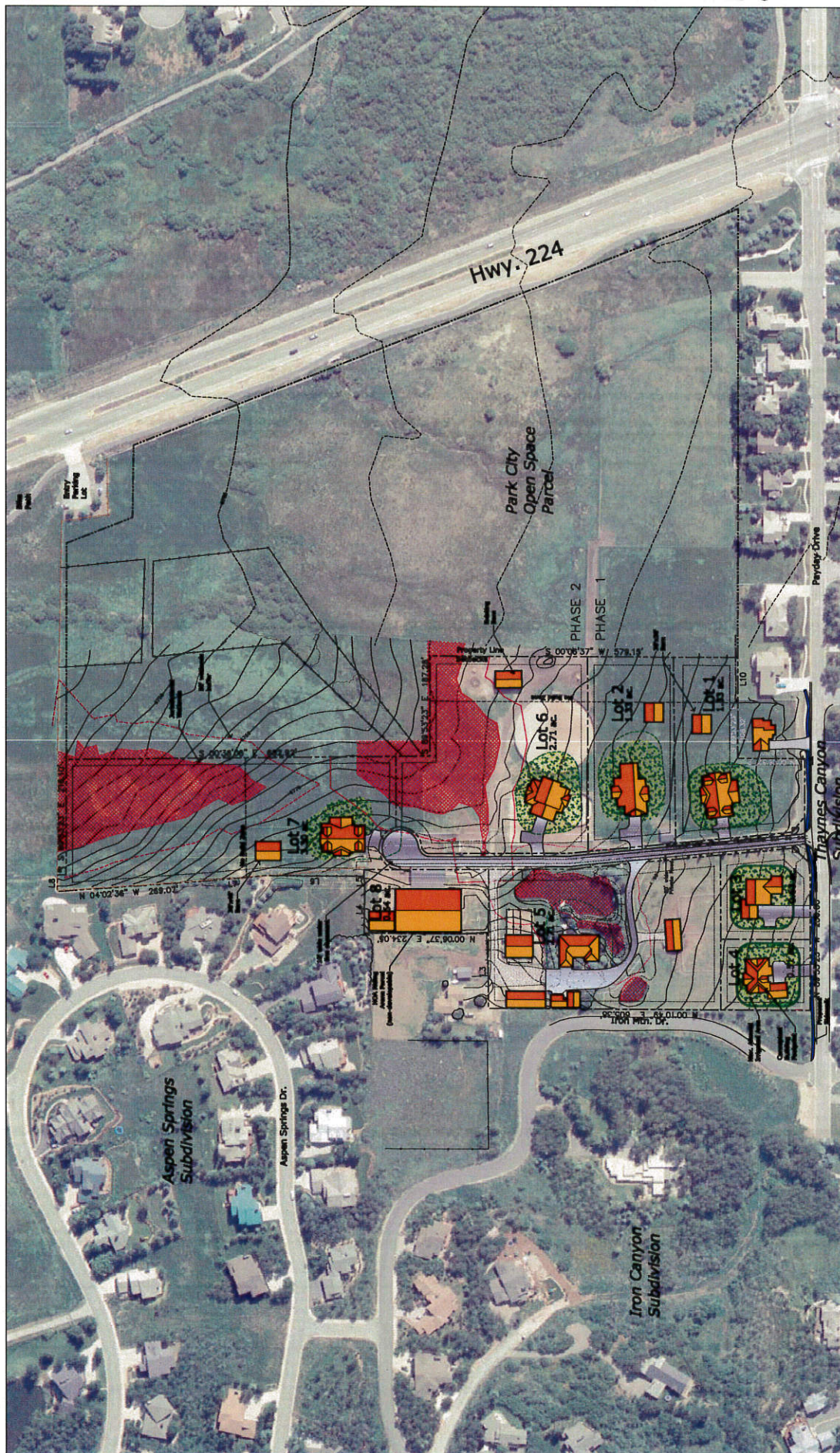
Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the office of the recorder, Summit County, Utah; and running thence along said subdivision boundary the following two courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the office of the recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon Subdivision, recorded October 28, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary North 00°10'49" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Ross Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 89°53'23" East 139.26 feet; thence 2) North 00°06'37" East 234.05 feet to a point on the southerly boundary of Aspen Springs Ranch, Phase 1 Subdivision, recorded October 31, 1991, as Entry No. 349163 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary the following six (6) courses: 1) South 88°45'51" East 89.24 feet; thence 2) North 82°51'16" East 17.77 feet; thence 3) North 00°07'59" East 185.26 feet; thence 4) North 04°59'46" West 122.52 feet; thence 5) North 04°02'36" West 269.07 feet; thence 6) South 88°43'36" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary the following two (2) courses: 1) South 00°07'58" West 16.15 feet; thence 2) South 89°53'23" East 216.19 feet; thence South 00°38'00" East 682.83 feet; thence South 89°53'23" East 187.26 feet; thence South 00°06'37" West 579.15 feet to the point of beginning.

Description contains 13.75 acres.



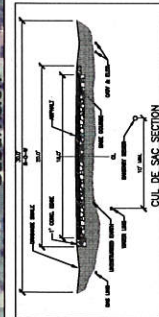
**EXHIBIT C**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Preliminary Subdivision Plat]



[illegible]

Notes

3. No Lots shall be subdivided. Lot B is a common lot for the use of the HOA and shall not include a dwelling unit.
4. The final subdivision is subject to the Annexation Agreement.
5. All residences shall be constructed with a LEED for Homes Silver Rating certificate.



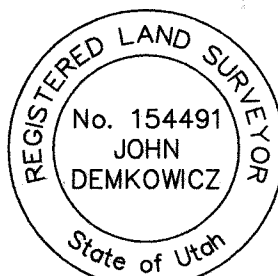


# SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary as prescribed within the boundary of the RICHARDS/PCMC ANNEXATION petition.

*John Demkowicz*  
John Demkowicz LS 154491

3-4-2013  
Date



## BOUNDARY DESCRIPTION

### PARCEL 1 (RICHARDS)

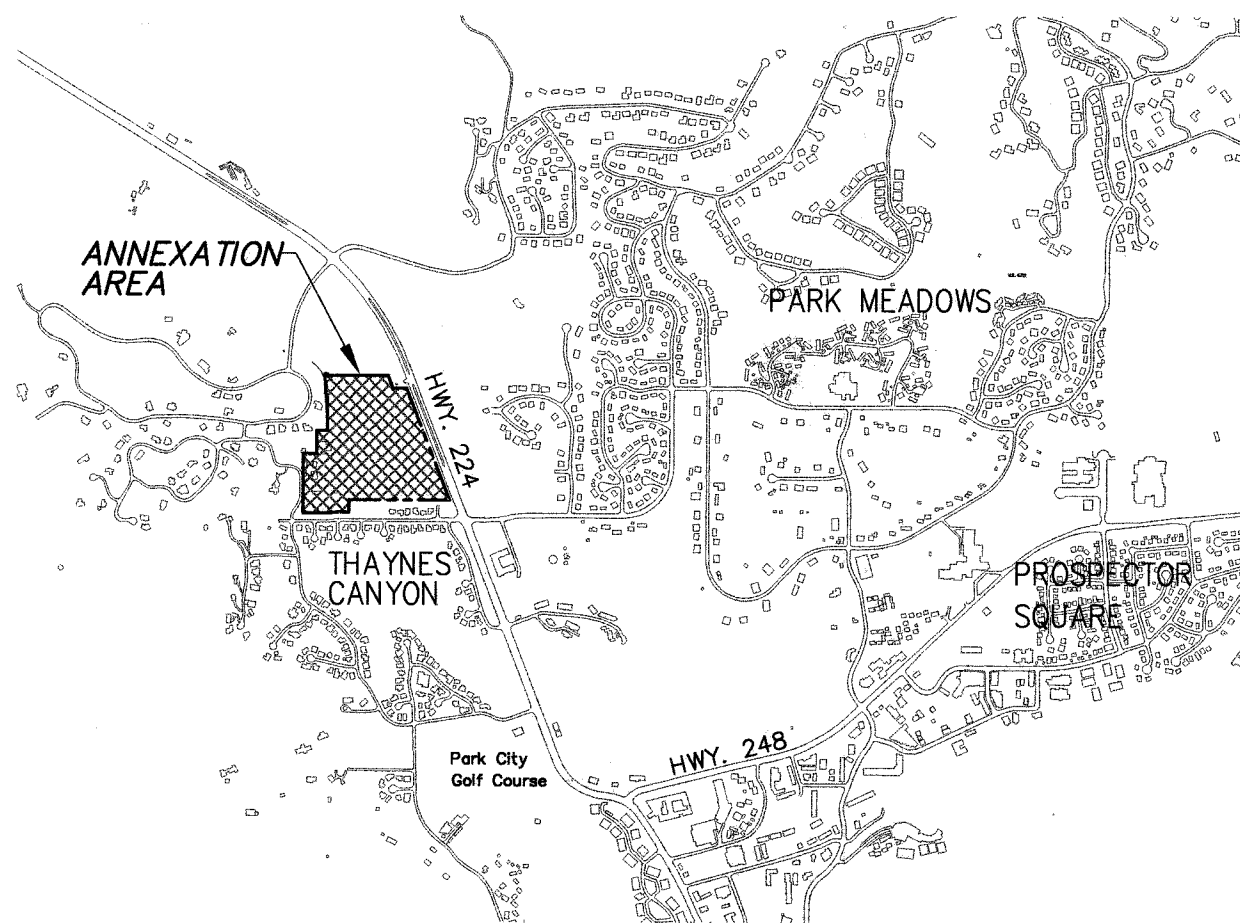
A parcel of land located in the south half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the office of the recorder, Summit County, Utah; and running thence along said subdivision boundary the following two courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the office of the recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon Subdivision, recorded October 28, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary North 00°04'59" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Ross Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 89°53'23" East 139.26 feet; thence 2) North 00°06'37" East 234.05 feet to a point on the southerly boundary of Aspen Springs Ranch, Phase 1 Subdivision, recorded October 31, 1991, as Entry No. 349163 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary the following six (6) courses: 1) South 88°45'51" East 89.24 feet; thence 2) North 82°51'16" East 17.77 feet; thence 3) North 00°07'59" East 185.26 feet; thence 4) North 04°59'46" West 122.52 feet; thence 5) North 04°02'36" West 269.07 feet; thence 6) South 88°43'36" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary the following two (2) courses: 1) South 00°07'58" West 16.15 feet; thence 2) South 89°53'23" East 216.19 feet; thence South 00°38'00" East 682.83 feet; thence South 89°53'23" East 187.26 feet; thence South 00°06'37" West 579.15 feet to the point of beginning. Description contains 13.75 acres.

### PARCEL 2 (PARK CITY MUNICIPAL CORPORATION)

A parcel of land located in the southwest quarter of the southeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 1376.55 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thaynes Creek Ranch 1A, recorded July 11, 1991, as Entry No. 343985 in the office of the recorder, Summit County, Utah; and running thence along the north boundary of Thaynes Creek Ranch 1A North 89°53'23" West 840.29 feet; thence North 00°06'37" East 579.15 feet; thence North 89°53'23" West 187.26 feet; thence North 00°38'00" West 682.83 feet to a point on the southerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary South 89°53'23" East 401.11 feet to a point on the westerly boundary of the Chamber Bureau Kiosk Annexation Plat, recorded January 2, 1986, as Entry No. 244420, in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 21°18'04" East 137.13 feet; thence 2) South 89°15'12" East 138.87 feet to the westerly right-of-way of State Highway 224; thence along said right-of-way South 21°23'54" East 1217.50 feet to the point of beginning. Description contains 19.74 acres.



VICINITY MAP

ASPEN SPRINGS RANCH PHASE I

PARCEL PCA-104-C

PARCEL 1

PARCEL 2

IRON CANYON

PAYDAY DRIVE

THAYNES CREEK RANCH 1B

THAYNES CREEK RANCH 1A

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 00°06'37" W | 126.30   |
| L2   | N 89°53'23" W | 120.02   |
| L3   | N 00°10'49" E | 15.65    |
| L4   | S 89°53'23" E | 139.26   |
| L5   | S 88°45'51" E | 89.24    |
| L6   | N 82°51'16" E | 17.77    |
| L7   | N 00°07'59" E | 185.26   |
| L8   | N 04°59'46" W | 122.52   |
| L9   | S 88°43'36" E | 30.55    |
| L10  | S 00°07'58" W | 16.15    |
| L11  | S 21°18'04" E | 137.13   |
| L12  | S 89°15'12" E | 138.87   |

| CURVE | RADIUS | LENGTH | DELTA     |
|-------|--------|--------|-----------|
| C1    | 342.50 | 62.37  | 10°26'00" |
| C2    | 292.50 | 53.26  | 10°26'00" |

FOUND SECTION CORNER  
EAST 1/4 CORNER SECTION 5, T2S, R4E, S1B4M  
STONE WITH "X" SCRIBED ON TOP

FOUND SECTION CORNER  
SECTIONS 4/5/8/9, T2S, R4E, S1B4M  
BRASS CAP WITH "X"  
IN METAL CASTING

## RICHARDS/PCMC ANNEXATION

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

FILE NO. S0007775

03/06/2013 03:46:19 PM  
SURVEY 1 OF 1  
GLADY SPRINGS SUMMIT COUNTY RECORDER  
FEE \$ 6.00 BY PARK CITY PLANNING

SHEET 1 OF 1

JOB NO.: 5-12-11 FILE: X:\Thaynes Canyon-spm\dwg\sr\plat2011\051211-annexation.dwg

COUNTY SURVEYOR FILING  
STATE OF UTAH COUNTY SUMMIT

APPROVED AS TO FORM  
SUMMIT COUNTY SURVEYOR

APPROVED IN COMPLIANCE WITH SECTION  
17-23-20 OF THE UTAH CODE  
THIS 6 DAY OF March, 2013 A.D.

BY Wade Wilde  
ACTING SUMMIT COUNTY SURVEYOR

PLANNING COMMISSION  
FORWARDED A  
RECOMMENDATION THIS 9 DAY  
OF January, 2013 A.D.  
BY THE PARK CITY PLANNING COMMISSION

BY [Signature]  
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS 4th  
DAY OF March, 2013 A.D.

BY [Signature]  
PARK CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS 4th  
DAY OF March, 2013 A.D.

BY [Signature]  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY  
MAP WAS APPROVED BY PARK CITY  
COUNCIL THIS 31 DAY  
OF January, 2013 A.D.

BY [Signature]  
PARK CITY RECORDER

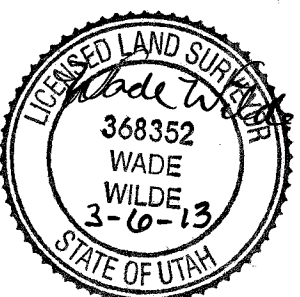
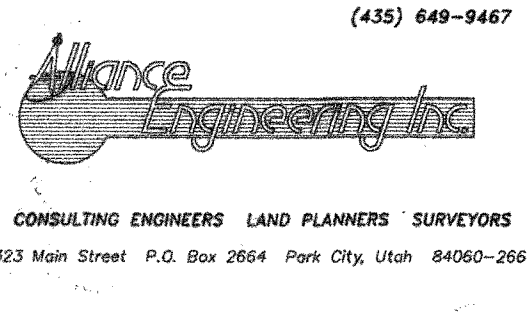
COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 31 DAY OF January,  
2013 A.D.

BY Dana Williams  
MAYOR

#967797 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF Park City Municipal Corp  
DATE 4/15/2013 TIME 4:38pm BOOK PAGE  
\$0.00 FEE C. Willoughby, deputy  
RECORDER



5-7775

**PARK CITY MUNICIPAL CODE**  
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**TITLE 15 - LAND MANAGEMENT CODE**

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**TITLE 15 - LAND MANAGEMENT CODE (LMC)**  
**CHAPTER 2.11 - SINGLE FAMILY (SF) DISTRICT**

*Chapter adopted by Ordinance No. 00-51*

**15-2.11-1. PURPOSE.**

The purpose of the Single Family SF District is to:

- (A) maintain existing predominately Single Family detached residential neighborhoods,
- (B) allow for Single Family Development Compatible with existing Developments,
- (C) maintain the character of mountain resort neighborhoods with Compatible residential design; and
- (D) require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

**15-2.11-2. USES.**

Uses in the SF District are limited to the following:

(A) **ALLOWED USES.**

- (1) Single Family Dwelling
- (2) Duplex Dwelling<sup>1</sup>
- (3) Secondary Living Quarters<sup>2</sup>
- (4) Accessory Apartment<sup>3</sup>
- (5) Nightly Rental<sup>4</sup>
- (6) Home Occupation
- (7) Child Care, In-Home Babysitting<sup>5</sup>
- (8) Child Care, Family<sup>5</sup>
- (9) Child Care, Family Group<sup>5</sup>
- (10) Accessory Building and Use
- (11) Conservation Activity

<sup>1</sup>Permitted only on Lots designated for Duplexes on the official Subdivision Plat.

<sup>2</sup>Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

<sup>3</sup>See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments. Accessory Apartments in detached Structures are not allowed within Holiday Ranchettes Subdivision.

<sup>4</sup>Allowed only within Prospector Village Subdivision. Commercial Uses are not allowed within Nightly Rental units.

<sup>5</sup>See LMC Chapter 15-4-9 for Child Care Regulations.

- (12) Agriculture
- (13) Parking Area or Structure with four (4) or fewer spaces

(B) **CONDITIONAL USES.**

- (1) Guest House<sup>6</sup>
- (2) Group Care Facility
- (3) Child Care Center<sup>5</sup>
- (4) Public and Quasi-Public Institution, Church, and School
- (5) Essential Municipal Public Utility Use, Facility, Service, and Structure
- (6) Telecommunication Antenna<sup>7</sup>
- (7) Satellite Dish, greater than thirty-nine inches (39") diameter<sup>8</sup>
- (8) Raising, grazing of horses
- (9) Bed and Breakfast Inn
- (10) Parking Area or Structure with five (5) or more spaces<sup>9</sup>
- (11) Temporary Improvements<sup>9</sup>
- (12) Outdoor Event<sup>9</sup>
- (13) Recreation Facility, Public or Private

<sup>6</sup>Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

<sup>7</sup>See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

<sup>8</sup>See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

<sup>9</sup>Requires an Administrative Conditional Use permit.

- (14) Master Planned Development with moderate income housing Density bonus
- (15) Fences greater than six feet (6') in height from Final Grade<sup>9</sup>

(C) **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

*(Amended by Ord. No. 06-76)*

**15-2.11-3. LOT AND SITE REQUIREMENTS.**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

(A) **DENSITY.** The maximum Density for Subdivisions is three (3) units per acre. Subdivisions must Cluster Development to maximize common Transferred Development Right (TDR) Open Space.

(B) **FRONT, REAR, AND SIDE YARDS.** All Development activity must comply with the following minimum Yards. See Section 15-2.11-3(I) for Yard exceptions for Thaynes Canyon Subdivision I and II, Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.



(C) **FRONT YARD.** The minimum Front Yard is twenty feet (20'). New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty-five feet (25') from the Front Lot Line.

(D) **FRONT YARD EXCEPTIONS.**

(1) The Planning Commission may designate specific Single Family Lots on which the Front Yard Setback is ten feet (10') for the Main Building and fifteen feet (15') for a new Front Facing Garage or garage element, including any habitable space above the garage. This exception may be granted to:

- (a) solve Access problems with relatively steep Grades,
- (b) preserve Significant Vegetation,
- (c) eliminate or minimize cut and fill Areas,
- (d) promote Clustered Development, and
- (e) preserve Open Space.

Lots to which this exception applies must be so designated on the Subdivision Plat at the time the plat is approved.

(2) See Section 15-2.11-3(I) for Setback exceptions for Thaynes Canyon Subdivision I and II,

Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.

(3) The Front Yard must be open and free of any Structure except:

(a) Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

(b) Uncovered steps leading to the Main Building provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.

(c) Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front Yard.

(d) Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Yard.

(e) Sidewalks, patios, and pathways.

(f) Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

(g) Circular driveways meeting all requirements stated in Section 15-3-4.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear Yard Setback of five feet (5'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:

(E) **REAR YARD.** The minimum Rear Yard is fifteen feet (15').

(F) **REAR YARD EXCEPTIONS.**  
The Rear Yard must be open and free of any Structure except:

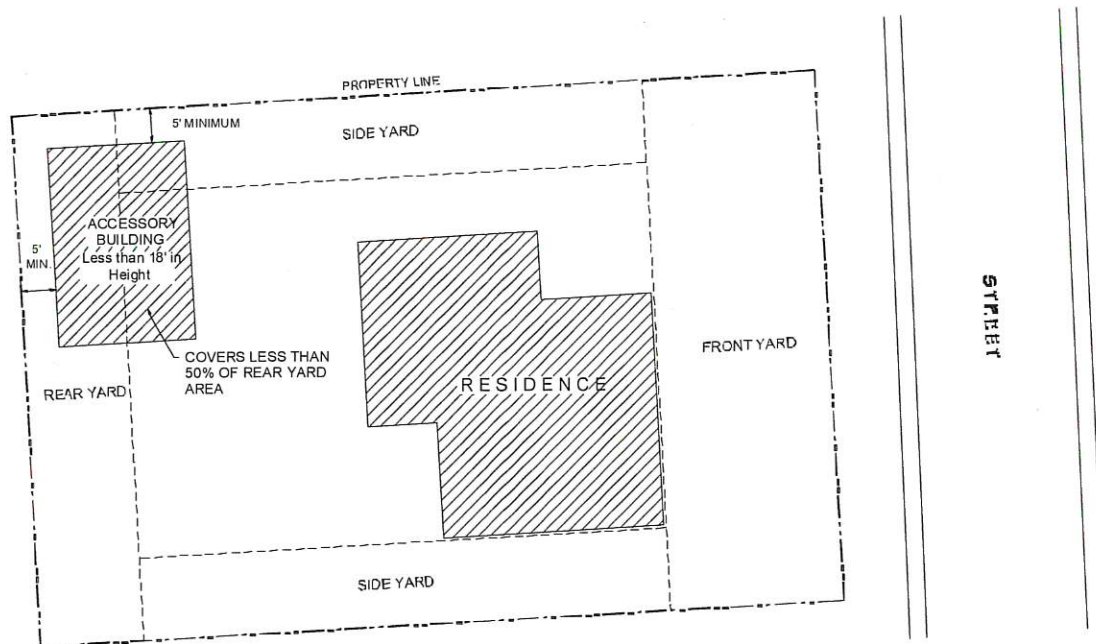
(1) Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.

(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Rear Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.





(7) Hard-Surfaced Parking Areas subject to the same location requirements as detached Accessory Buildings.

(8) Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.

(9) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning

Director may approve minor deviations to the height and stepping requirements based on Site specific review.<sup>10</sup>

(10) Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

(G) **SIDE YARD.**

(1) The minimum Side Yard is twelve feet (12').

<sup>10</sup>Fences and walls greater than six feet (6') in height require an administrative Conditional Use permit.

(2) A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, and the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official.

(H) **SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:

(1) Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Yard.

(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Side Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Side Yard.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided

there is at least one foot (1') Setback to the Side Lot Line.

(7) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Sections 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.<sup>11</sup>

(8) Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line. A paved turn out Area, to aid in backing a vehicle out of a garage or Parking Area, is allowed but may not be used for parking, and must maintain a one foot (1') landscaped Setback to the Side Lot Line.

(9) Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side

---

<sup>11</sup>Fences or Walls greater than six feet (6') in height requires an administrative Conditional Use permit.



Yard Setback of five feet (5').

(10) Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

(I) **OTHER EXCEPTIONS.**

(1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');

(b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). In Thaynes Canyon Subdivision 1, the minimum Side Yard is ten feet (10').

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

(2) In Prospector Park Subdivisions 1, 2, and 3, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard is twenty feet (20').

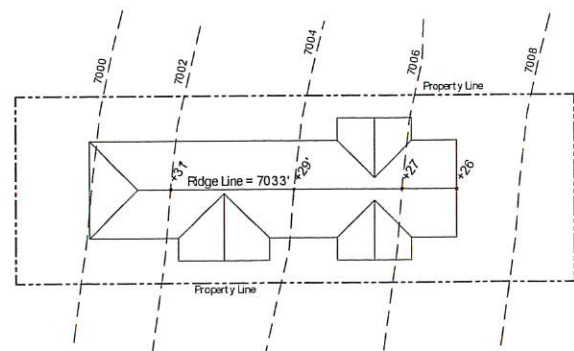
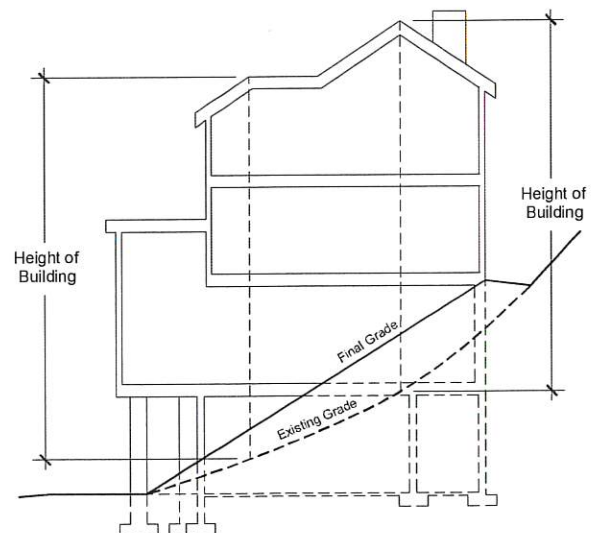
(b) SIDE YARD. The minimum Side Yard is ten feet (10'). On Corner Lots the Side Yard that faces the Street must not be less than fifteen feet (15').

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

*(Amended by Ord. No. 06-76)*

**15-2.11-4. BUILDING HEIGHT.**

No Structure shall be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height. Accessory Structures in the SF District shall not exceed a maximum height of eighteen feet (18').



**(A) BUILDING HEIGHT**

**EXCEPTIONS.** The following height exceptions apply:

- (1) A gable, hip, or similar pitched roof may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
- (2) Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
- (3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
- (4) Church spires, bell towers, and like architectural features subject to the Architectural Guidelines, LMC Chapter 15-5, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
- (5) An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.

*(Amended by Ord. Nos. 05-65; 06-76; 07-25)*

**15-2.11-5. ARCHITECTURAL REVIEW.**

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of departmental actions on architectural compliance are heard by the Planning Commission.

*(Amended by Ord. No. 06-76)*

**15-2.11-6. MAXIMUM HOUSE SIZE AND SETBACKS ON COMBINED LOTS.**

As part of a Master Planned Development, or a subdivision, the Planning Commission may designate maximum house sizes to ensure Compatibility. An Owner may combine Lots with designated maximum house sizes and achieve approximately 150% of the maximum house size attributed to a particular Lot. The Owner must request an increase in maximum house size prior to or concurrent with, the Lot combination plat. The request must be made on forms provided by the Planning Department for review by the Planning Director for compliance with the following:

**(A) HOUSE SIZE.** The maximum house size may not exceed 150 percent (150%) of the house size allowed on each single Lot when those maximums are combined and averaged. The following formula must be used to calculate the maximum house size (MHS):

$$MHS = ((hsLot1 + hsLot2...hsLotn) \div n) \times 1.50$$



\*where n is the number of Lots being combined, and hsLot1, hsLot2, hsLotn are the allowed house sizes in square feet, for the individual Lots in the Lot combination. For example: if two (2) Lots, one with a 4000 square foot maximum house and one with a 3000 square foot maximum, are combined the maximum house size would be 5250 square feet. The average of the two Lots is 3500 square feet.  $3500 \times 150\% = 5250$  square feet, i.e.  
 $((4000 + 3000) \div 2) \times 1.5 = 5250$  sq. ft.

In Subdivisions where maximum house size is not specified, the house size on combined Lots must be determined by the Planning Director based upon neighborhood Compatibility, Lot size, visibility from Public Streets, and visual analysis.

(B) **SETBACKS.** The allowed minimum Setbacks (MSB) for the proposed house size (PHS) on combined Lots must increase in proportion to the percentage of increase in the house size (%IHS) over the average maximum house size (AMHS) for the Lots being combined, according to the following formulas:

$$\%IHS = ((PHS - AMHS) \div AMHS) \times 100$$

$$MSB = \text{Zone Setback} + (\text{Zone Setback} \times \%IHS)$$

For example: Using the previous example, where two Lots, one with a 4,000 sq. ft. maximum house size and one with a 3,000 sq. ft. maximum, are combined yielding a proposed house size (PHS) of 5,250 sq. ft., the percent increase in house size (%IHS) is fifty percent (50%).

$$\%IHS = ((5,250 - 3,500) \div 3,500) \times 100 = 50\%$$

If the increased house size (%IHS) is fifty percent (50%) greater than the average maximum house size (AMHS) on any of the Lots being combined, the allowed minimum Setbacks (AMSB) must be fifty percent (50%) greater than the standard Setbacks of the zone.

For example: If the zone Setback for Side Yards is twelve feet (12') and the percent increase in house size is fifty percent (50%) then the minimum Setback for the combined Lot is eighteen feet (18'), as follows:

$$MSB = 12' + (12' \times 50\%) = 18'$$

Therefore:

$$\text{Minimum Setback (Side)} = 12' + (12' \times 50\%) = 18' \text{ if zone Setback is } 12'.$$

Lots with unusual configurations, topography, Access, or Significant Vegetation may have the Setbacks shifted upon approval of the Planning Director but in no case may they be less than the required Setbacks.

(C) **EASEMENT VACATIONS.** If an easement must be vacated to allow construction on a combined Lot, the Applicant must show evidence that the easement can be vacated or relocated without affecting service to the adjacent Lots. The easement relocation agreement must be recorded and/or shown on the plat amendment for the Lot combination.

(D) **PLAT AMENDMENT.** The Lots must be legally combined through plat amendment or administrative approval as provided in LMC Chapter 15-7,

Subdivisions.

*(Amended by Ord. No. 06-76)*

**15-2.11-7. CRITERIA FOR BED AND BREAKFAST INNS.**

A Bed and Breakfast Inn is a Conditional Use. No Conditional Use permit may be issued unless the following criteria are met:

- (A) If the Use is in a Historic Structure, the Applicant will make every attempt to rehabilitate the Historic portion of the Structure.
- (B) The Structure has at least two (2) rentable rooms. The maximum number of rooms will be determined by the Applicant's ability to mitigate neighborhood impacts.
- (C) In a Historic Structure, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.
- (D) The rooms are available for Nightly Rental only.
- (E) An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.
- (F) Food service is for the benefit of overnight guests only.
- (G) No Kitchen is permitted within rental room(s).
- (H) Parking on-Site is required at a rate

of one (1) space per rentable room.

- (I) The use complies with Section 15-1-10, Conditional Use review.

**15-2.11-8. OUTDOOR EVENTS AND MUSIC.**

Outdoor events and music require an Administrative Conditional Use permit. The use must also comply with Section 15-1-10, Conditional Use Review. The Applicant must submit a Site plan and written description of the event, addressing the following:

- (A) Notification of adjacent Property Owners.
- (B) No violation of the City Noise Ordinance, Title 6.
- (C) Impacts on adjacent Residential Uses.
- (D) Proposed plans for music, lighting, Structures, electrical, signs, etc.
- (E) Parking demand and impacts on neighboring Properties.
- (F) Duration and hours of operation.
- (G) Impacts on emergency Access and circulation.

**15-2.11-9. CRITERIA FOR RAISING AND GRAZING OF HORSES.**

The raising and grazing of horses may be approved as a Conditional Use by the



Planning Commission. In making a determination whether raising and grazing of horses is appropriate, the Planning Commission shall consider the following criteria:

- (A) Any barn must be located a minimum of seventy-five feet (75') from the nearest neighboring Dwelling Unit.
- (B) There shall be a maximum of two (2) horses per acre.
- (C) Terrain and Slope of the Property must be suitable for horses.
- (D) The Applicant must submit an Animal Management Plan outlining the following:

- (1) waste removal/odors;
- (2) drainage and runoff;
- (3) bedding materials;
- (4) flies; and
- (5) feed/hay.

#### **15-2.11-10. VEGETATION PROTECTION.**

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4 ½ ') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in LMC Chapter 15-3-3(D) and Title 14.

*(Amended by Ord. No. 06-76)*

#### **15-2.11.11. SIGNS.**

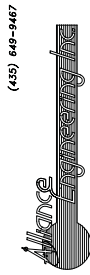
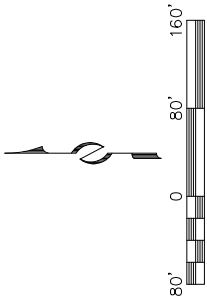
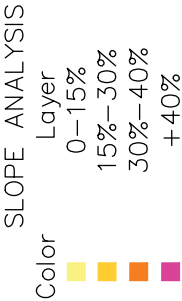
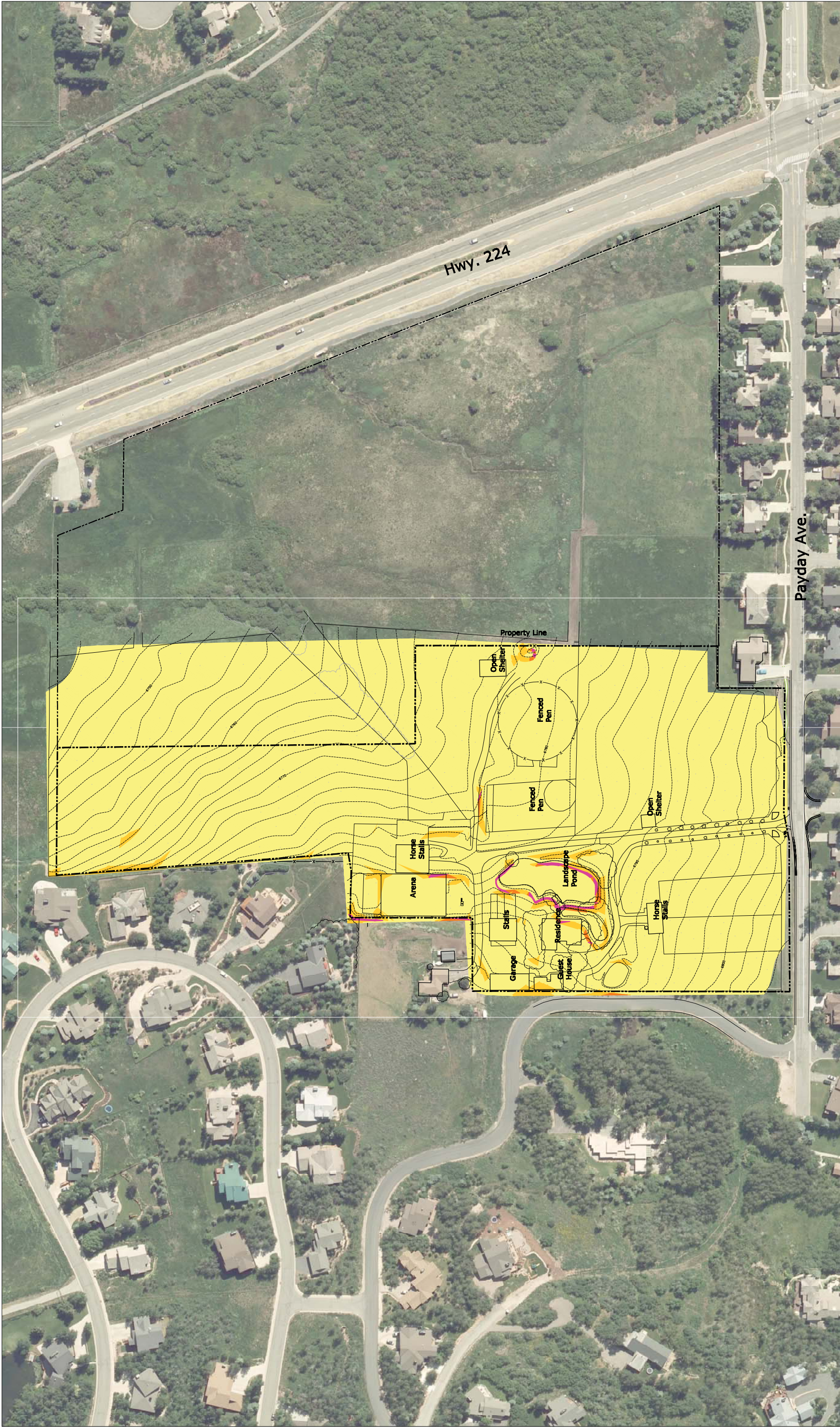
Signs are allowed in the SF District as provided in the Park City Sign Code, Title 12.

#### **15-2.11.12. RELATED PROVISIONS.**

- Fences and Walls. LMC Chapter 15-4-2.
- Accessory Apartment. LMC Chapter 15-4-7.
- Satellite Receiving Antenna. LMC Chapter 15-4-13.
- Telecommunication Facility. LMC Chapter 15-4-14.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC Chapter 15-3-3(D).
- Lighting. LMC Chapters 15-3-3(C), 15-5-5(I).
- Historic Preservation Board. LMC Chapter 15-11
- Park City Sign Code. Title 12
- Architectural Review. LMC Chapter 15-5.

- Snow Storage. LMC Chapter 15-3-3(E).
- Parking Ratio Requirements. LMC Chapter 15-3-6.





(435) 640-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:  
STEVE SCHUELER

SLOPE ANALYSIS  
510 PAYDAY AVE.  
RICHARDS PROPERTY

FOR:  
JOB NO.: 6-9-11  
FILE: X:\Thoyres Canyon\dwg\richards\land use analysis.dwg

DATE: 12/30/11

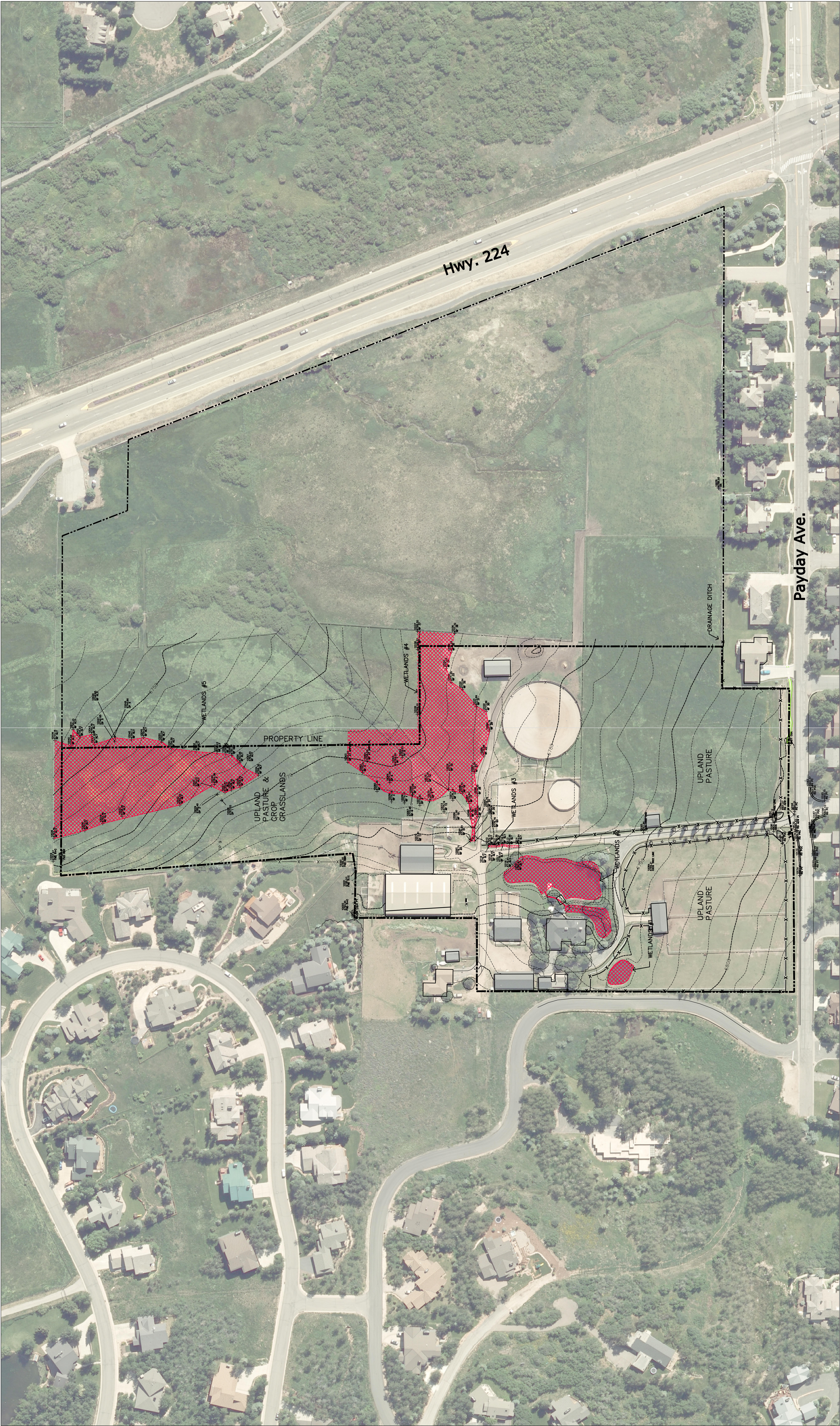
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OF

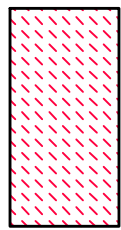
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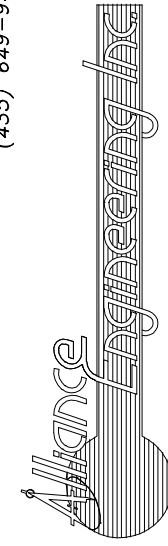
WETLANDS AND DRAINAGE

| WETLANDS #1 |           | AREA                   |
|-------------|-----------|------------------------|
| #1          | 1,650 SF  |                        |
| #2          | 12,650 SF |                        |
| #3          | 161 SF    |                        |
| #4          | 39,913 SF |                        |
| #5          | 40,572 SF |                        |
| TOTAL       |           | 94,946 SF (2.18 acres) |



Wetlands

(435) 649-9467



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:

STEVE SCHUELER

FOR:

JOB NO.: 6-9-11

FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

DATE: 1/23/13

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OF

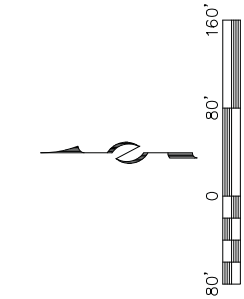
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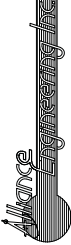


VEGETATIVE COVER EXHIBIT

- Residential Landscape Areas  
Irrigated, bluegrass lawn areas, planter beds, and trees.
- Fenced Pasture Lands—  
Pasture lands: grasses, forbs, and perennials.
- Native Shrubs—  
Willows with understory of grasses, forbs, and perennials.



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS  
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664  
(435) 640-9467



STAFF:  
STEVE SCHUELER

DATE: 12/30/11

VEGETATIVE COVER  
510 PAYDAY AVE.  
RICHARDS PARCEL

FOR:  
JOB NO.: 6-9-11  
FILE: X:\Thoyres Canyon\dwg\richards\land use analysis.dwg

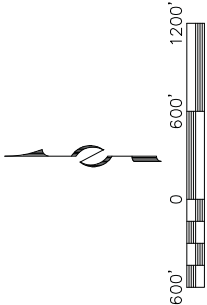
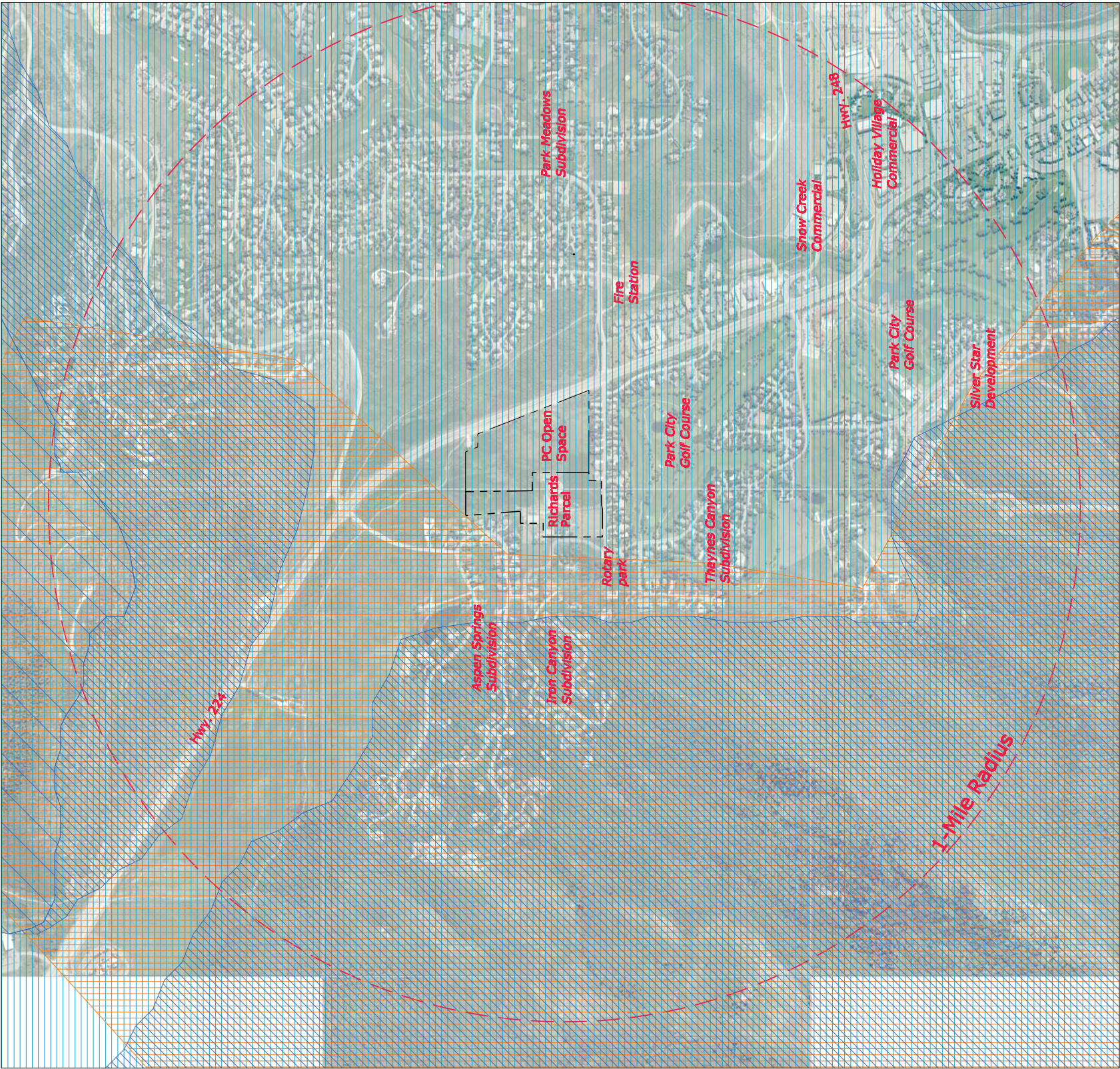
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OF  
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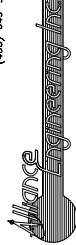


Wildlife Habitat Legend\*

- Ruffed Grouse Habitat
- Elk Habitat
- Mule Deer Habitat
- Moose Habitat
- Black Bear Habitat

\* Mapping data downloaded from the State of Utah GIS Portal website





(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:

STEVE SCHUELER

DATE:

12/30/11

FOR:

JOB NO.: 0-0-00

FILE: X:\Thoyres Canyon\dwg\richards\wildlife sheet.dwg

WILDLIFE HABITAT

510 PAYDAY AVE.

RICHARDS PARCEL

SHEET

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OF

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**A** View from Payday Ave.-Looking West



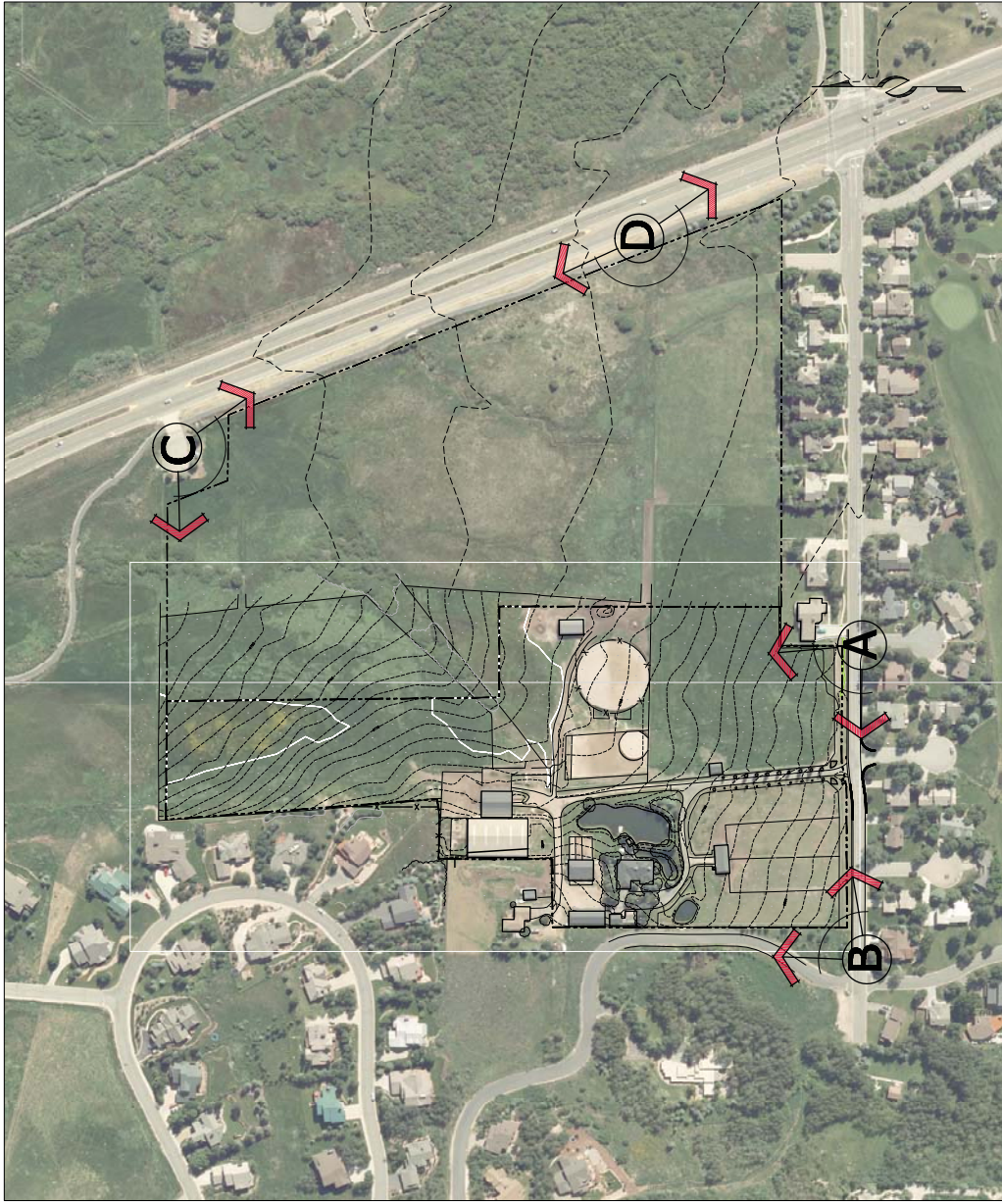
**B** View from Payday Ave.-Looking East



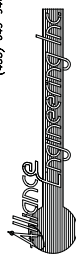
**C** View from Hwy. 224 Entry Site



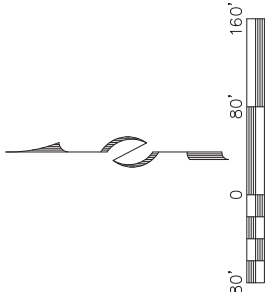
**D** View from Hwy. 224



**Viewpoint Legend** (NTS)

|                                                                                                                                                                                                                    |                          |                                                                                                                                                   |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <br>(435) 648-9487<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>322 Main Street P.O. Box 2664 Park City, Utah 84060-2664 | STAFF:<br>STEVE SCHUELER | VIEW CORRIDORS<br>510 PAYDAY AVE.<br>RICHARDS PARCEL<br><br>FOR:<br>JOB NO.: 6-9-11<br>FILE: X:\Thoyres Canyon\dwg\richards\land use analysis.dwg | SHEET<br>1<br>OF<br>1 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|





LEGEND

|                         |     |
|-------------------------|-----|
| EXISTING SANITARY SEWER | ESS |
| EXISTING STORM DRAIN    | ESD |
| EXISTING WATER          | EW  |
| EXISTING POWER          | EP  |
| EXISTING TELEPHONE      | ET  |
| EXISTING GAS            | EG  |
| PROPOSED SEWER          | SS  |
| PROPOSED WATER          | W   |

(435) 649-9487



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

STAFF:  
MICHAEL DEMKOWICZ  
STEVE SCHUELER

FOR:

JOB NO.: 6-9-11

FILE: X:\Thoyres Canyon-spm\dwg\richards\utility plan.dwg

510 PAYDAY AVENUE  
RICHARDS PROPERTY  
PROPOSED UTILITY PLAN

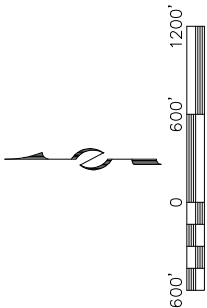
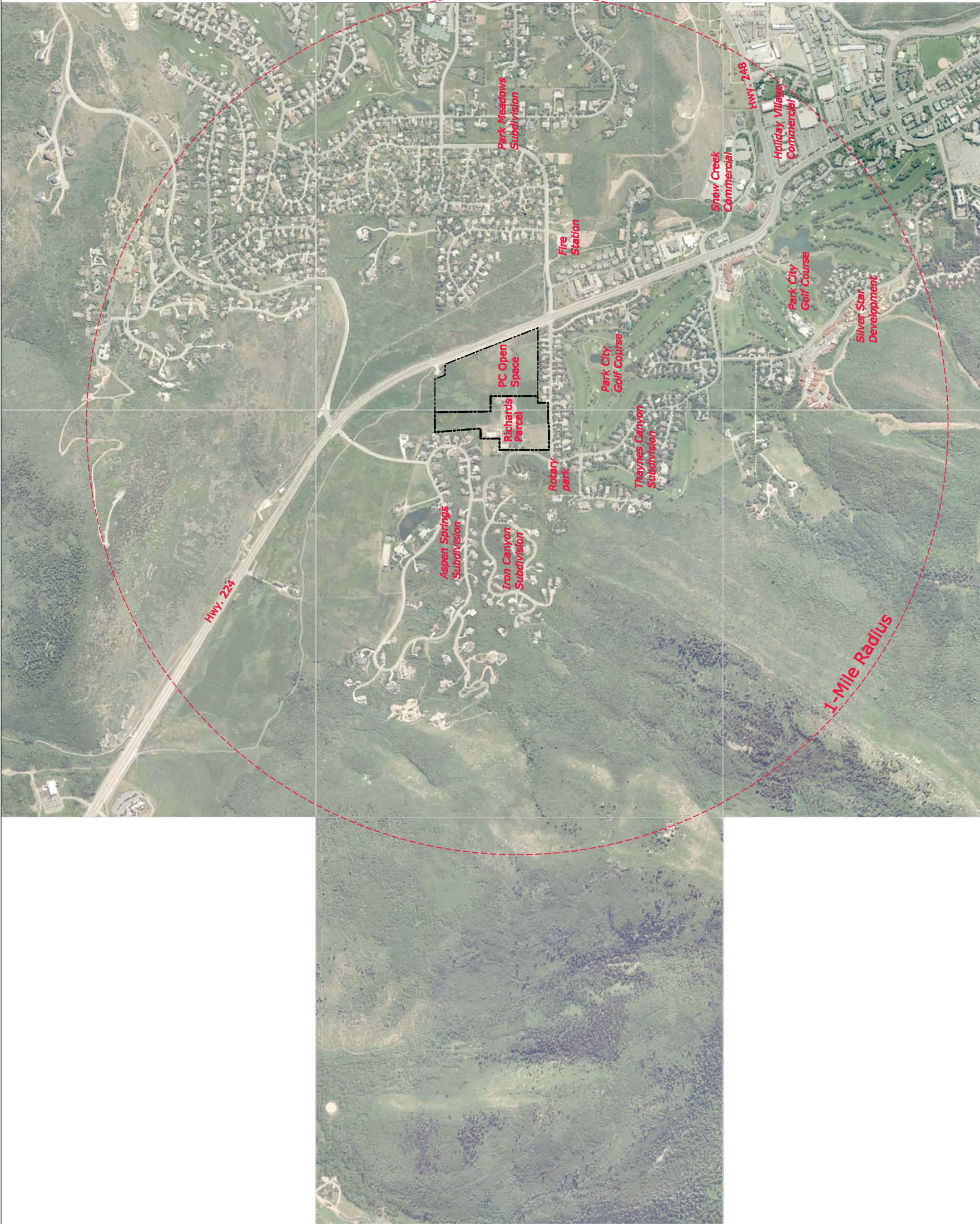
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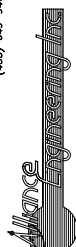
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OF

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(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:  
STEVE SCHUELER

DATE: 11/6/11

1-MILE RADIUS PROPERTIES + LAND USE

510 PAYDAY AVE.  
RICHARDS PARCEL

FOR:  
JOB NO.: 0-0-00  
FILE: X:\Thaynes Canyon\dwg\richards\base.dwg

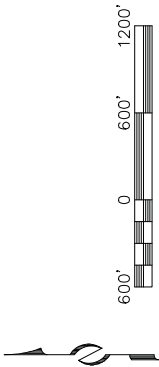
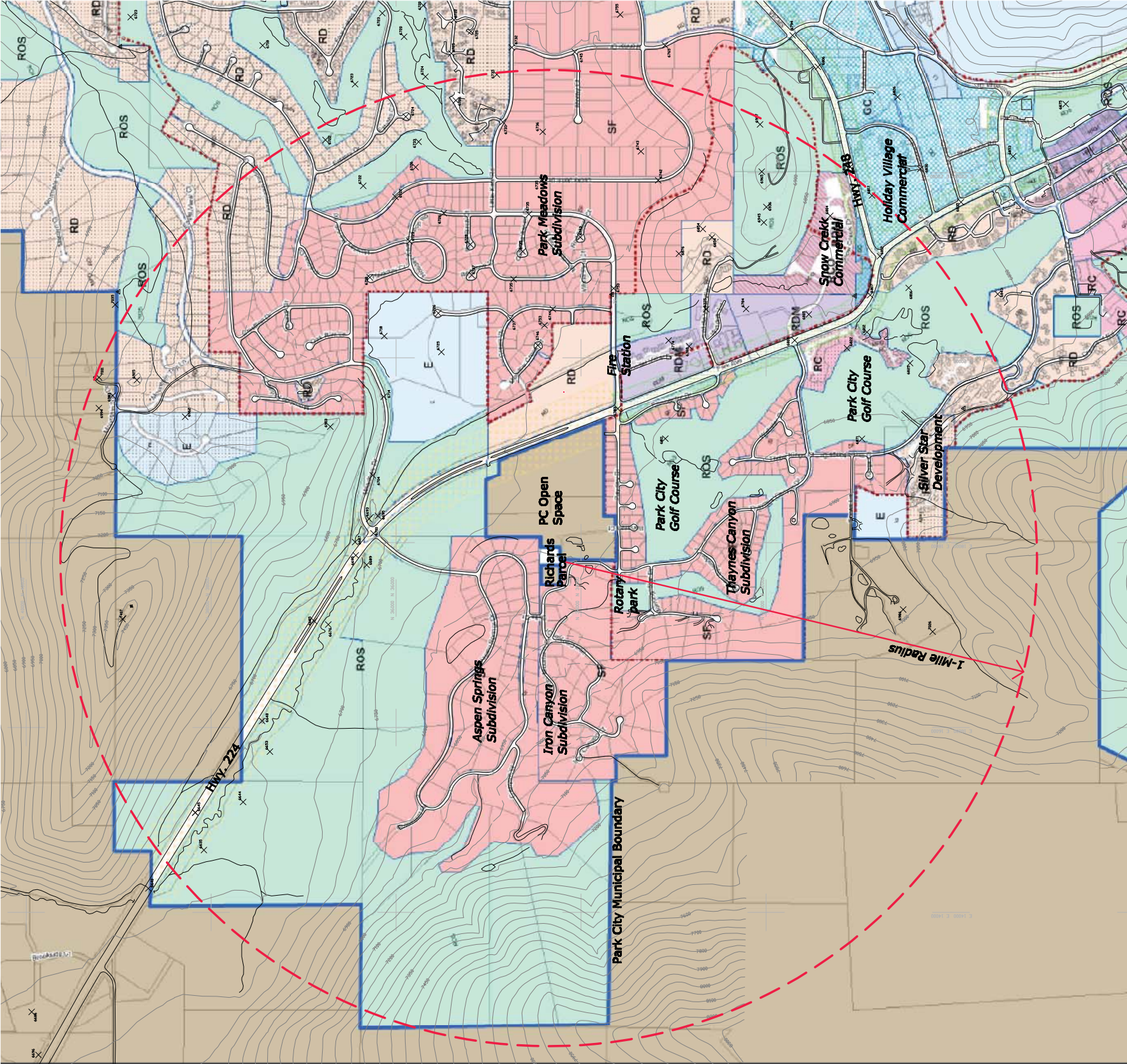
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(435) 648-3487

**Allange Engineering Inc.**

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

STAFF:  
STEVE SCHUELLER

DATE: 1/3/12

1-MILE RADIUS ZONING + LAND USE  
510 PAYDAY AVE.  
RICHARDS PARCEL

FOR:  
JOB NO.: 6-9-11  
FILE: X:\Thaynes Canyon\dwg\richards\boss.dwg

SHEET  
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OF  
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SURVEYOR'S CERTIFICATE

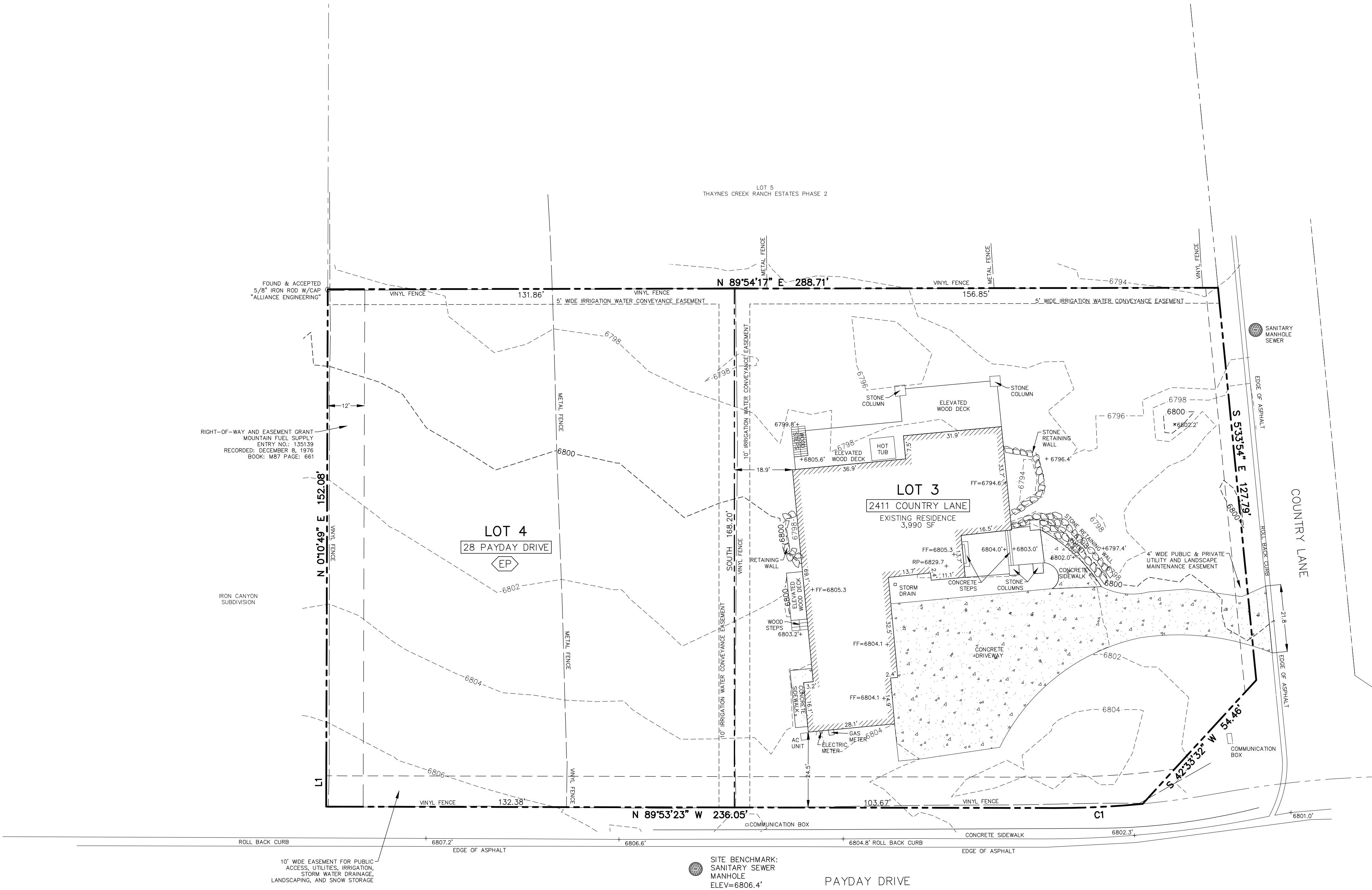
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of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

NOTES

1. Site Benchmark: Sanitary Sewer Manhole = 6806.4'.
2. Field work for this survey was completed on February 17, 2023.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. Snow coverage at the time of the survey was approximately 4'-6'. Conditions may vary from plan.
5. See Thaynes Creek Ranch Ranch Estates, Phase 1, Entry No. 986234 in the office of the Recorder, Summit County, Utah.

| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE       | LENGTH | DIRECTION    |
| L1         | 15.65' | N 0°10'49" E |

| CURVE TABLE |         |        |          |
|-------------|---------|--------|----------|
| CURVE       | RADIUS  | LENGTH | DELTA    |
| C1          | 292.50' | 28.79' | 5°38'20" |



EP: Wastewater ejector pumps may be required for the indicated lot.

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

**STAFF:**  
BRAYLON ROSE  
CHIP TOMSUDEN  
TYLER LEPORE  
MARK THOMAS  
THOMAS VAUGHN

**DATE:** 3/30/23

**EXISTING CONDITIONS & TOPOGRAPHIC MAP**  
THAYNES CREEK RANCH ESTATES PHASE 1, LOTS 3 & 4  
2411 COUNTRY LANE & 28 PAYDAY DRIVE

**FOR:** TYLER WALTON  
**JOB NO.:** 2-2-23  
**FILE:** X:\ThaynesCanyon\dwg\srvt\topo2023\020223.dwg

**SHEET**  
**1**  
**OF**  
**1**



SANITARY SEWER AND ACCESS EASEMENT  
SEWRD  
ENTRY NO. 00984552  
RECORDED: November 25, 2013  
BOOK: 2218 PAGE: 0012

#### Notes

20. A grading plan & landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.

21. A 10' wide easement for the purposes of Public access, utilities, irrigation, storm water drainage, landscaping, and snow storage is dedicated across the front of Lot 1, 3, and 4 abutting Payday Drive.

#### NOTES

1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.

2. All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.

3. The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.

4. The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plot, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.

5. Any barns in this subdivision may not be used for human occupation.

6. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plot and shall be noted on the plot prior to recordation.

7. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.

8. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.

9. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.

10. Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. The floor area of all second stories shall be restricted to 60% of the first story footprint. ~~Some footprints are restricted to a maximum of 1,300 sq. ft. as shown on lots 1 and 2 only.~~

11. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.

12. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.

13. Due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet or as approved by the Park City Fire District.

14. Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.

15. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far to the west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

16. At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

17. This subdivision is subject to the Conditions Of Approval in Ordinance 13-38.

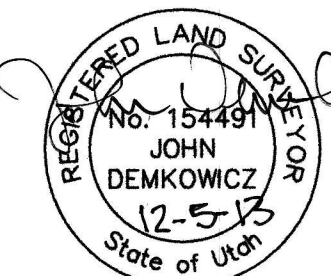
18. The Access Road Agreement which exists to the benefit of the "Goebel Trust" extends outside of the platted subdivision as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.

19. A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville Basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.

#### ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



#### SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of THAYNES CREEK RANCH SUBDIVISION-PHASE 1 and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

#### BOUNDARY DESCRIPTION

Beginning at a point that is North 00°24'31" East 76.80 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the Office of the Recorder, Summit County, Utah; and running thence along said subdivision boundary the following two (2) courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the Office of the Recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon subdivision, recorded October 28, 1983, as Entry No. 212520 in the Office of the Recorder, Summit County, Utah; thence along the easterly boundary of Iron Canyon subdivision North 00°10'49" East 152.08 feet; thence North 89°54'17" East 288.71 feet; thence North 05°33'54" West 278.17 feet to a point on a curve to the right having a radius of 116.00 feet, of which the radius point bears North 84°26'06" East; thence along the arc of said curve 10.25 feet through a central angle of 05°03'51"; thence North 00°22'54" West 315.66 feet to a point on a curve to the right having a radius of 41.10 feet, of which the radius point bears North 89°37'06" East; thence along the arc of said curve 188.87 feet through a central angle of 26°31'21" to a point of reverse curve to the left having a radius of 15.74 feet, of which the radius point bears South 07°05'33" East; thence southwesterly along the arc of said curve 22.88 feet through a central angle of 83°17'21", thence South 00°22'54" East 258.97 feet to a point on a curve to the left having a radius of 84.00 feet, of which the radius point bears North 89°37'06" East; thence along the arc of said curve 7.60 feet through a central angle of 05°11'00"; thence South 05°33'54" East 31.57 feet; thence North 89°52'18" East 363.01 feet to the westerly boundary of Parcel SS-104-1-B-1-X; thence along said westerly boundary South 00°06'37" West 282.03 feet to the point of beginning.

The above description is based on a clockwise rotation of 00°06'37" from record bearings to state plane bearings.

#### OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as THAYNES CREEK RANCH SUBDIVISION-PHASE 1, does hereby certify that he has caused this Subdivision Plat to be prepared, and I, FRANKLIN D. RICHARDS, JR., as Trustee of THE FRANKLIN D. RICHARDS, JR. FAMILY TRUST DATED December 24, 2002, hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this 5th day of December, 2013.

*Franklin D. Richards, Jr.*  
FRANKLIN D. RICHARDS, JR., Trustee

#### ACKNOWLEDGEMENT

STATE OF Utah  
COUNTY OF Summit

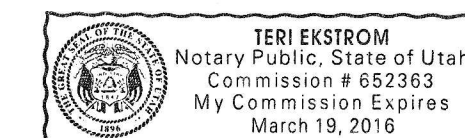
On this 5th day of December, 2013, FRANKLIN A. RICHARDS, JR. personally appeared before me, the undersigned Notary Public, in and for said County and State, who after being duly sworn, acknowledged to me that he is the TRUSTEE of THE FRANKLIN D. RICHARDS, JR. FAMILY TRUST, Dated December 24, 2002, that he has signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Family Trust; that he has been duly appointed as TRUSTEE by the Declaration of the Family Trust and that he has executed this document in his capacity as TRUSTEE as the act of said Family Trust for the purpose set forth herein.

*Teri Ekstrom*  
A Notary Public Commissioned in Utah

Residing at: Summit County

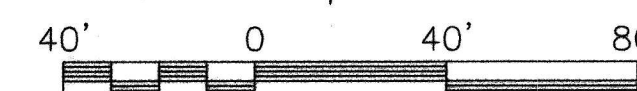
My Commission Expires: March 19, 2016

*Teri Ekstrom*  
Printed Name



#### LEGEND

- Set 5/8" iron rod w/cap, ALLIANCE ENGR/LS 154491
  - Found iron rod & cap
  - xxxx Street address
  - EP EP: Wastewater ejector pumps may be required for the indicated lots.
- A 10 foot Rocky Mountain Power easement is dedicated on all property lines.



# THAYNES CREEK RANCH ESTATES-PHASE 1

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 00°10'49" E | 15.65    |
| L2         | S 05°33'54" E | 31.57    |
| L3         | S 42°33'32" W | 54.46    |
| L4         | S 55°55'44" E | 58.50    |
| L5         | N 89°53'23" W | 17.01    |
| L6         | N 89°53'23" W | 31.02    |

| CURVE TABLE |        |        |           |
|-------------|--------|--------|-----------|
| CURVE       | RADIUS | LENGTH | DELTA     |
| C1          | 342.50 | 62.37  | 10°26'00" |
| C2          | 292.50 | 53.26  | 10°26'00" |
| C3          | 116.00 | 10.25  | 05°03'51" |
| C4          | 15.74  | 22.88  | 83°17'21" |
| C5          | 84.00  | 7.60   | 05°11'00" |
| C6          | 292.50 | 24.48  | 04°47'40" |
| C7          | 292.50 | 13.86  | 02°42'54" |
| C8          | 292.50 | 14.93  | 02°55'26" |

RIGHT-OF-WAY AND EASEMENT GRANT  
MOUNTAIN FUEL SUPPLY  
ENTRY NO. 135139  
RECORDED: December 8, 1978  
BOOK: M87 PAGE: 661

LOT 4  
28  
CONTAINS 0.51 ACRES  
EP

LOT 3  
2411 Country Lane  
or 26 Payday Drive  
CONTAINS 0.62 ACRES  
EP

LOT 2  
2420  
CONTAINS 1.33 ACRES  
EP

LOT 1  
2416 Country Lane  
or 24 Payday Drive  
CONTAINS 1.32 ACRES  
EP

PAYDAY DRIVE

**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 5th

DAY OF December, 2013 A.D.

BY *B. B. Wood*  
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11th DAY OF SEPTEMBER, 2013 A.D.

BY *B. B. Wood*  
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 13th DAY OF December, 2013 A.D.

BY *Manish Patel*  
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th

DAY OF December, 2013 A.D.

BY *Patricia G. Smith*  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 18th DAY OF December, 2013 A.D.

BY *Manish Patel*  
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 3rd day of OCTOBER, 2013 A.D.

BY *Dana Williams*  
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, and FILED

AT THE REQUEST OF Summit Escrow & Title

DATE 12/19/13 TIME 3:55 PM BOOK --- PAGE ---

986234 \$34.00 *C. Willoughby-Edgely*  
ENTRY NO. FEE RECORDER



# Planning Commission Staff Report



**Subject:** 1325 Empire Avenue and Parcel SA-200  
**Application:** PL-22-05357  
**Authors:** Jaron Ehlers, Planning Technician  
Alexandra Ananth, Senior Planner  
**Date:** July 12, 2023  
**Type of Item:** Plat Amendment

## Recommendation

(I) Review the proposed Plat Amendment to re-subdivide 1325 Empire Avenue and Parcel SA-200 into four (4) developable Lots, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for the City Council's consideration on August 22, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance 2023-XX (Exhibit A).

## Description

**Applicant:** 1325 Empire Avenue Holdings, LLC  
**Location:** 1325 Empire Avenue and Parcel SA-200  
**Zoning District:** Recreation Commercial (RC)  
**Adjacent Land Uses:** Single Family Dwellings, Park City Library, and Field, Condominiums, Nightly Rentals  
**Reason for Review:** Plat Amendments require Planning Commission recommendation and City Council action<sup>1</sup>

LMC Land Management Code  
RC Recreation Commercial  
ROW Right-of-Way

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

## Summary

The Applicant is proposing a plat amendment to create four Lots from one (1) vacant Lot and one (1) Parcel—1325 Empire Avenue and Parcel SA-200—to eventually develop four (4) Single-Family Dwellings.

---

<sup>1</sup> LMC [§ 15-7.1-2\(B\)](#)

## Background

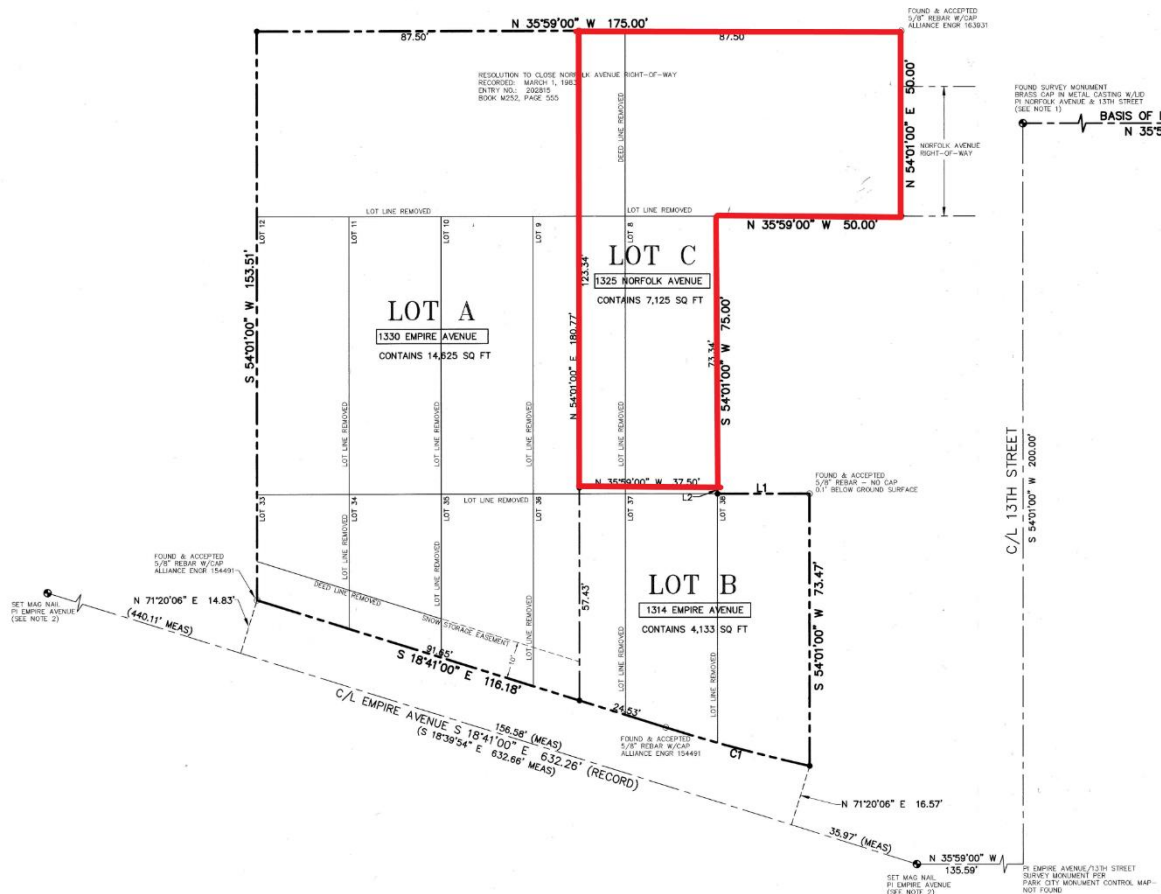


**Figure 1: This figure shows the two Lots proposed for re-subdivision into four smaller Lots to eventually accommodate four Single-Family Dwellings.**

On October 16, 1980, the City Council passed a resolution closing a portion of the Norfolk Avenue Right-of-Way. That portion was described as “Norfolk Avenue from the front of Block 19, Lot 6 northwest through 14<sup>th</sup> Street and continuing from the north side of 14<sup>th</sup> from Block 21 through Lot 14” (Exhibit G). Block 19, Lot 6 is part of the property subject to this application, and the closure of Norfolk Avenue began where Norfolk Avenue now ends today (Exhibit D). On April 22, 1982, that closed portion of Norfolk Avenue was sold by the City (Exhibit I).







**Figure 3: 2014 Knudson Subdivision with Lot C highlighted in Red.**

The above image is the plat depicting the 2014 Knudson Subdivision. Lot C is the only part of the Subdivision that would be amended by this Plat Amendment as it would be re-subdivided with Parcel SA-200, which is south and east of Lot C, as the new North Norfolk Subdivision.

On February 22, 2023, the Planning Commission considered the application, opened a public hearing, and continued discussion to April 12, 2023 ([Staff Report](#) | [Minutes](#)). The application was continued because the Planning Commission requested additional information from staff and the applicant on the following:

- Confirmation of the Fire Marshal's decision requiring stairs from Empire for access over a turnaround or hammerhead.
- Clarity on whether the proposed stairs through Knudsen B would be public, private, or for Fire Department access only.
- A vehicular circulation plan for the new Lots and private drive accessing the Lots.
- A Setback determination from the Planning Director for proposed Lot D.
- If a fire stair access easement agreement already was recorded on Knudson B.
- Confirmation the portion of Norfolk Avenue from 13<sup>th</sup> Street is City ROW.
- A parking plan showing the potential parking onsite.
- Explanation for why the City does not plow Norfolk Avenue from 13<sup>th</sup> Street.



- Snow Storage plans for the proposed Lots.

On April 12, 2023, the Planning Commission considered the application, held a public hearing, and continued discussion to May 10, 2023 ([Staff Report](#) | [Minutes](#)) at the Applicant's request. On May 10, 2023, the Planning Commission considered the application, held a public hearing, and continued discussion to a date uncertain ([Staff Report](#) | [Minutes](#)). The public hearing was re-noticed for July 13, 2023.<sup>2</sup>

## **Analysis**

This Staff Report is intended to address changes to the application and respond to the specific requests for additional information by the Planning Commission during the May 10 meeting. For a general overview of the proposal, please refer to the [February 12, 2023, Staff Report](#) as well as the [May 10, 2023, Staff Report](#) for responses to previous questions the Commission raised. The Analysis portion of this report is divided into the following sections:

- Overview of the scope of Planning Commission authority under LMC [§ 15-7.3-4](#).
- Analysis of RC Zoning Access under LMC [§ 15-2.16-5](#).
- Options regarding the creation of a public staircase on adjoining City property.
- Engineering response to concerns about the status of Norfolk Avenue.
- Overview of the legal condition of the Norfolk Avenue extension.
- Overview of potential HOA and Snow Removal Agreement.
- Applicant response to Planning Commissioner questions.
- Responsibility of maintenance of private fire access stairs.
- Additional changes to proposal since May 10<sup>th</sup> hearing.
- Setback analysis of Lot D.
- Good Cause analysis.

### **(I) LMC § 15-2.16-5 and § 15-7.3-4 regulates Road Requirements and Design for Final Plats (including Plat Amendments), and Access with the RC Zoning District.**

During the [May 10 meeting](#), the question of access to the proposed subdivision and the Planning Commission's authority to regulate access to the proposed subdivision was discussed. The Planning Commission then requested an analysis regarding the Planning Commission's authority under LMC [§ 15-7.3-4](#), Road Requirements and Design.

LMC [§ 15-2.16-5](#), Special Requirements For Single Family And Duplex Dwellings, requires that Lots must have Frontage on a public or private street.

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<sup>2</sup> Because this application had been publicly noticed for both Planning Commission and City Council public hearings, on April 4, 2023, the City Council opened a public hearing and continued discussion to June 15, 2023 ([Staff Report](#) | [Minutes](#)). On June 15, 2023, the City Council held a public hearing and continued discussion to a date uncertain ([Staff Report](#) | [Audio](#)).

The proposed subdivision has Frontage on platted City Right-of-Way (ROW) Norfolk Avenue, which was allowed to be constructed privately and not to City standards (Exhibit O).

Although the Applicant is not a party to the original Non-Exclusive Encroachment Agreement (Exhibit O), the agreement applies to properties abutting the platted Norfolk Avenue ROW and therefore this property is considered to have sufficient frontage under the LMC. This has been confirmed by the City Engineer.



**Figure 4: Proposed Subdivision with Norfolk right-of-way and the proposed Shared Driveway labeled.**

LMC [§ 15-7.3-4](#), Road Requirements and Design for Subdivisions, Subsection (A)(1)(a) states that “Roads shall be graded and improved and conform to the Park City Design Standards, Construction Specifications, and Standard Drawings and shall be approved as to design and specifications by the City Engineer,” and “Prior to Final Plat approval the City Engineer shall make the determination as to whether each Street is to be public or private.” The Planning Commission has no authority for this subsection as the LMC clearly states that the City Engineer is the approval authority for decisions that fall under this subsection.

Since no Streets are proposed in the application, the subsections of LMC § 15-7.3-4 regarding street standards are not applicable.



Subsection (A)(2)(a) requires that before a subdivision is approved, it must have “Frontage on and Access from” an existing street on the Streets Master Plan unless it is a state or county highway, or a Plat approved by the Planning Commission and recorded with the County. It also requires that roads be improved to any relevant highway regulations or “required by these Subdivision regulations or the Streets Master Plan.” The Streets Master Plan has been attached as Exhibit S. While the extension of Norfolk Avenue is not listed as part of the Streets Master Plan, it is located on platted right-of-way for Norfolk Avenue as part of the Snyders Addition (Exhibit D).

Subsection (A)(2)(b) states “All Streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated Rights-of-Way as established in the Streets Master Plan.” The extension of Norfolk Avenue is not listed as part of the Streets Master Plan.

Subsection (A)(6) regulates “Construction of Dead End Roads.” Norfolk Avenue as it exists is a Dead End Road yet the Applicant does not propose to extend Norfolk Avenue, instead proposing a Shared Driveway, which is distinct from a Road or Street. Since Norfolk Avenue is a Dead End outside the boundary of the application, and an extension is not proposed, Subsection A-6 is not relevant.

Subsection (F)(1) states “In order to provide for roads of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory Access to police, fire fighting, snow removal, sanitation, and road maintenance equipment, and to coordinate roads so as to compose a convenient system and avoid undue hardships to adjoining Properties, the design standards for roads are hereby required to be in compliance with the Park City Design Standards, Construction Specifications, and Standard Drawings, the Streets Master Plan, or as may otherwise be determined by the Planning Commission.”

Subsection (I)(2) states “Where a Subdivision borders an existing narrow road or when the Streets Master Plan indicates plans for realignment or widening a road that would require Use of some of the land in the Subdivision, the Applicant shall be required to improve and dedicate at his expense such Areas for widening or realignment of such roads. Such Frontage roads and Streets shall be improved and dedicated by the Applicant at his own expense to the full width as required by these Subdivision regulations. Land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.”

The Park City Streets Master Plan does not indicate a plan for realignment or widening of Norfolk Avenue north of 13<sup>th</sup> Street.

Because the LMC does not give the Planning Commission authority to regulate access LMC §15-3-3(H) applies, which requires shared driveways for Single Family Dwelling be between 10 and 27 feet. The proposed shared driveway complies with this requirement.

Planning Staff finds access to the proposed subdivision meets the LMC requirements including [§ 15-2.16-5](#), and has been reviewed by the Park City Fire District and the City Engineer, who raised no concerns in their expert opinions. The Applicant's proposal to require the future homeowners in the proposed Subdivision to pay up to 50% of the snow removal and road maintenance cost (COA 11) would provide an improvement on the existing situation. The Non-Exclusive Encroachment Agreement (Exhibit O) authorizes development off the substandard road under the condition that the Developer and their successors maintain Norfolk Avenue north of 13<sup>th</sup> Street.

Staff recommends following the guidance of the City Engineer who has determined:

"The platted Norfolk Avenue right-of-way north of 13th Street does not meet City standards in roadway width and pavement structural section conditions. The ability to provide a complete standard roadway cross-section along the platted Norfolk Avenue right-of-way is currently limited, given the location of the existing historic home at the east corner of 13th and Norfolk, 1302 Norfolk Avenue.

To bring the condition of platted Norfolk Avenue right-of-way to a level acceptable to bring into the City's roadway system, the following would be required (of all adjacent property owners, not just this applicant):

- Provide a minimum of 20 feet\* of roadway (pavement & curb & gutter).  
\*(The historic home creates geometric limitations that would have to be evaluated during design.)
- Extension of the storm drain system into the Norfolk Avenue right of way to provide adequate drainage.
- Provide a hammerhead turnaround for snow-plowing purposes.
- Bring the pavement structural section to an RSL (remaining service life) of 15 years.

Regarding the Non-Exclusive Encroachment Permit (Permit) executed in May of 2003, the improvements allowed under the permit are a roadway, gutters, walls, and utilities. The improvements were installed by Peter Papineau Builders, Inc. or the Owner as listed in the Permit. The responsibility for maintenance of these improvements is the Owner or their successors. Additionally, the Owner is responsible for snow removal and storage of removed snow. The City has financially participated in the cost of the removal of snow. The City paid \$318 in Fiscal Year (FY) 2022 and \$330 in FY 2023 for snow removal at 1302 Norfolk Avenue.

The Permit speaks to the waiving of compensation for the removal of the improvements to the Owner should the City elect to perform street widening in this section. At this time, a capital project to improve this section of Norfolk Avenue has not been considered by the City. To make this a capital project, a preliminary plan and cost estimate would have to be prepared and submitted to



City Council for consideration during the next budget process.”

Alternatively, the City may choose to improve this section of Norfolk Avenue with the Woodside Phase 2 project, or when the City renovates 1302 Norfolk Avenue. The Planning Commission can recommend that the City consider improvements to the roadway as part of these projects.

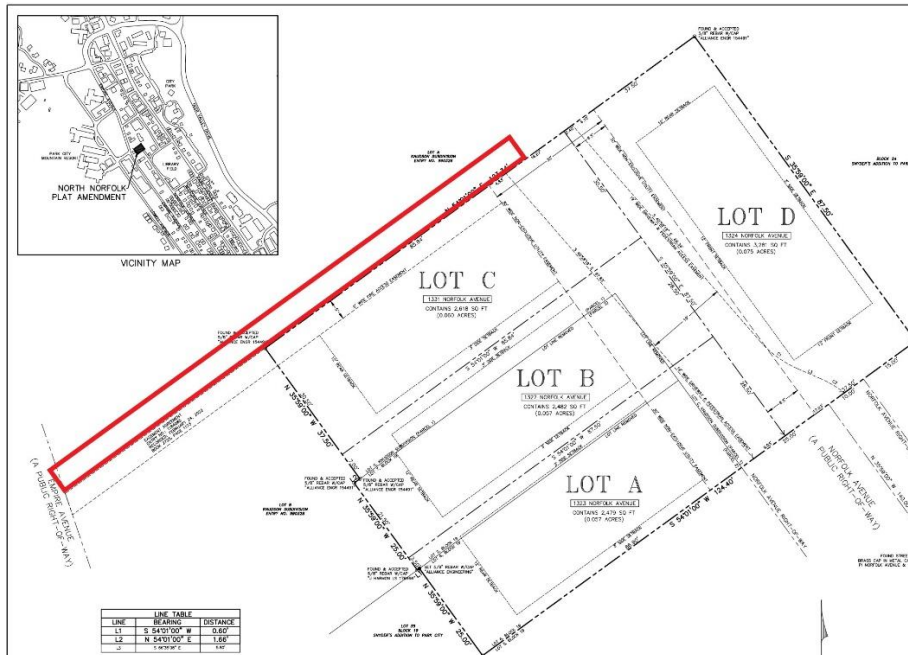
**(II) LMC § 15-3-3 regulates General Parking Area and Driveway Standards outside the Historic District**

LMC § [15-3-3\(G\)](#) addresses Street Access and Circulation for Driveways. It states, “Off-Street Parking Areas must have unobstructed Access to a Street or alley. The Parking Area design for five (5) or more vehicles must not necessitate backing cars onto adjoining public sidewalks, parking strips, or roadways. With the exception of permitted Tandem Parking, Parking Spaces shall be independently accessible and unobstructed.”

The parking areas for the proposed Subdivision are the garages attached to the Single-Family Dwellings and will have direct access from smaller drives onto the Shared Driveway which connects to Norfolk Avenue. As Exhibit Q shows, cars can backout towards the North end of the Subdivision, meaning they will not be backing onto the public roadway of Norfolk Avenue. LMC [§ 15-2.16-8\(A\)](#) states that Tandem Parking is allowed in the RC District.

LMC § [15-3-3\(H\)\(1\)](#) regulates Driveway width. For Single-Family, Duplex, and Shared Driveways, the minimum width is 10 feet while the maximum width is 27 feet. As the proposed Shared Driveway for this Subdivision is 19 feet with a maximum width, as it meets Norfolk Avenue, of 26.06 Feet, it complies with these regulations.

**(III) Options regarding the creation of a public staircase on adjoining City property.**



**Figure 5: Image of the proposed Plat with the approximate possible location of the Public Stair outlined in red.**

The Applicant and Staff are exploring the option of the Applicant building a public staircase on the neighboring City property, 1330 Empire Avenue (Exhibit F). The City's preferred approach would be for the Applicant to contract and build the staircase from Empire Avenue to the beginning of the Shared Driveway, ending where the private fire access stair would. After construction, the City would reimburse the Applicant for the costs, minus the amount that building the required fire access stair would have cost the Applicant, which is estimated to cost approximately \$72,500 (Exhibit R). The staircase would then be maintained by the City. The staircase would be 6' feet wide. Discussions between the City and the Applicant are ongoing. The City will then continue the public stairs to Woodside Avenue as part of the Woodside Phase 2 project.

Proposed Condition of Approval 4 establishes that if an agreement can be reached for the building of a Public Staircase on the City property at 1330 Empire Avenue, that would satisfy the fire access stair requirement. If the fire access stairs are built on the Applicant's property, COA 4 also establishes that it is the Applicant's responsibility to maintain those stairs in perpetuity and be responsible for snow removal on the stairs.

#### **(IV) Overview of the legal condition of the Norfolk Avenue extension.**

The Commission requested additional clarification on the status of the Norfolk Avenue extension. The portion of the Norfolk Avenue right-of-way that was vacated in 1980 did not include the area to the north of 13<sup>th</sup> Street (Exhibit G). In 2003, a developer approached the City for permission to construct a road to provide access to allow the construction of several Single Family Dwellings. Negotiations between the City and the developer resulted in the signing of the Non-Exclusive Encroachment Agreement (Exhibit O). That Agreement outlines the "terms and conditions under which the City will



permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way near Norfolk Avenue and 13<sup>th</sup> Street.” This is not a vacation, and only the granting of permission to use City land per the requirements set out by the Agreement. As part of those requirements the Agreement states that “[t]he Owner or their successors shall maintain the roadway, gutters, walls, and utilities in a good state of repair at all time, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner is responsible for snow removal and storage of removed snow.”

The Agreement makes clear that this road remains City Property and right-of-way but that the road must be maintained by the private owners. As the Proposed Subdivision abuts the publicly owned Street, they are obligated to contribute to the maintenance costs under this agreement, for at least 1/5<sup>th</sup> of the cost. The Applicant has proposed the Subdivision would cover 50% of the costs for maintenance and snow removal (COA 11).

#### **(V) Overview of potential HOA and Snow Removal Agreement.**

One of the main points of discussion during these hearings has been snow removal and the maintenance of Norfolk Avenue along with the proposed Shared Driveway. When the Applicant was asked by Staff to respond to Planning Commission questions on how those issues would be handled, the Applicant stated:

“The applicant has and will continue to contribute financially to the cost of maintaining the road from 13th street to the proposed subdivision. In 2022 the applicant’s neighbors requested financial support for snow removal and the applicant contributed. The applicant has agreed to sign an agreement formalizing this relationship and has agreed to contribute 50% of the cost associated with road maintenance and snow removal. The applicant will also create an agreement for the homeowners within the subdivision, to ensure that the private driveway and any fire access stars are maintained.”

To ensure this, Staff recommends the following change to proposed Condition of Approval 10:

“Prior to recordation of this plat, the Applicant shall record documents formally obliging the owners of each Lot to be financially responsible for maintaining the shared driveway serving the Lots including snow removal and storage. This condition may be satisfied by either: (i) Applicant’s formation of a homeowner association whose recorded governing documents shall establish responsibility for such maintenance; or (ii) if Applicant does not form a homeowner association, another recorded form of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to contribute twenty-five percent (25%) of the cost of such maintenance.”

Staff also recommends a new Conditional of Approval 11:

“Prior to recordation of this plat, the Applicant shall record documents formally obliging

the owners of each Lot to each make an annual reimbursement of twelve and one-half percent (12.5%) of the actual out-of-pocket costs incurred by the owners whose properties are subject to the terms of that certain May 22, 2003 Non-Exclusive Encroachment Permit recorded on May 27, 2003 in connection with the snow removal and maintenance obligations set forth in Section 6 thereof for the “platted Norfolk Avenue right of way” more particularly described in said Permit. This condition may be satisfied by either: (i) Applicant’s formation of a homeowner association whose recorded governing documents shall establish said Association’s responsibility for such reimbursement; or (ii) if Applicant does not form a homeowner association another recorded form of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to the reimbursement obligation.”

#### **(VI) Applicant’s response to Planning Commission questions on Lot D.**

At Staff’s request, the Applicant has provided responses to several of the questions raised by Planning Commissioners during the May 10 hearing. They have been included here.

Regarding the configuration of Lot D:

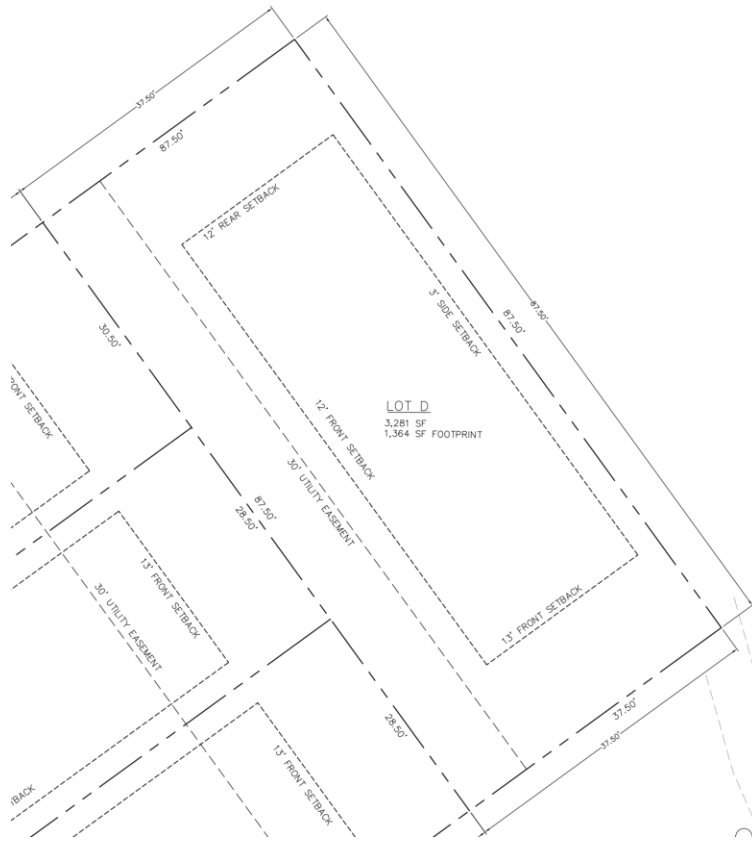
“The Planning Department has reviewed the proposed layout and stated that the North-South orientation meets Land Management Code and that the design is satisfactory. The Planning Department determined that Lot D should be treated as a corner lot and the applicant has agreed.

The setbacks have been increased and the location of the entrance will be on the South side of the home, facing 13th Street. The street facing setback (west side) has been increased from 3’ to 12’. The front and rear setbacks are 13’ and 12’.

This change resulted in the home becoming smaller, further away from the road, and created additional snow storage space.”

The Applicant provided the following image to illustrate the Setbacks:





## (VII) Setback analysis of Lot D.

Lot D has been a topic of discussion in multiple Commission meetings, along with questions regarding its' Setbacks and the Determination made by the Planning Director. The April 3, 2023, Determination outlines those setbacks (Exhibit P). Staff feels it is worth elaborating here on how the Side Setback was determined for Lot D.

The Side Setback for these Lots is regulated by LMC § [15-2.16-5\(D\)](#). The Side Setback for Single Family and Duplex Dwellings in the RC Zone is laid out in a chart that increases the Setback as the Lot Width increases. That table is shown below:

TABLE 15-2.16

| Lot Depth <=/ft.* | Lot Width, ft. Up to: | Side Setbacks Min. Total, ft. |        | Lot Area Sq. ft.    | Bldg. Pad Sq. ft.         | Max. Bldg. Footprint |
|-------------------|-----------------------|-------------------------------|--------|---------------------|---------------------------|----------------------|
| 75 ft.            | 25.0                  | 3 ft.                         | 6 ft.  | 1,875               | 1,045                     | 844                  |
| 75 ft.            | 37.5                  | 3 ft.                         | 6 ft.  | 2,813               | 1,733                     | 1,201                |
| 75 ft.            | 50.0                  | 5 ft.                         | 10 ft. | 3,750               | 2,200                     | 1,519                |
| 75 ft.            | 62.5                  | 5 ft.                         | 14 ft. | 4,688               | 2,668                     | 1,801                |
| 75 ft.            | 75.0                  | 5 ft.                         | 18 ft. | 5,625               | 3,135                     | 2,050                |
| 75 ft.            | 87.5                  | 10 ft.                        | 24 ft. | 6,563               | 3,493                     | 2,270                |
| 75 ft.            | 100.0                 | 10 ft.                        | 24 ft. | 7,500               | 4,180                     | 2,460                |
| 75 ft.            | Greater than 100.0    | 10 ft.                        | 30 ft. | Greater than 75 ft. | Per Setbacks and Lot Area | Per formula          |

\*For Lots > 75' in depth use Footprint formula and Table 15-2.16a for Front and Rear Setbacks.

As Lot D is an unusual Lot, the question of what the Lot Depth versus the Lot Width was

had to be determined by the Planning Director.<sup>3</sup> LMC § [15-15-1](#) defines Lot Depth as “The minimum distance measured from the Front Property Line to the Rear Property Line of the same Lot” and Lot Width as “The minimum distance between the Side Lot Lines at the Front Setback or Front Building Façade.”

The April 3 Determination found that Lot D is a Corner Lot which means that under LMC § [15-4-17](#) the Lot has two Front Setbacks, a Side Setback, and a Rear Setback. With potential access to Lot D from both the Shared Driveway as well as from Norfolk Avenue, the Planning Director found that it was unclear which boundary line was the Rear boundary and determined that the north boundary line was the rear as the Applicant indicated that the South facade would be where primary access to the dwelling would be, and this has been conditioned (COA 8).

With two Front Property Lines for this Lot, the literal definition of Lot Width poses some ambiguity as it assumes two Side Property Lines. There is no ambiguity when it comes to the definition of Lot Depth, however. With a clear Rear of the Lot, the south end is the “Front Property Line” as referenced in the Lot Depth definition from LMC § [15-15-1](#). In the case of Lot D, that Lot Depth is 87.5 Feet. With a clear Lot Depth, the Lot Width of Lot D is 37.5 feet for both the north and south lot lines are that length. Referring back to the Setback chart from LMC § [15-2.16-5\(D\)](#), it states that Lots with a Width up to 37.5 Feet have a 3 foot required Side Setback. The Applicant’s project complies with the minimum Side Setback requirement.

#### **(VIII) Responsibility of maintenance of private fire access stairs.**

During the May 10 meeting, the Commission inquired about whose responsibility it would be to maintain and keep clear of snow the private fire access stairs if they are constructed. The Park City Fire District has clarified that it is the Applicant’s responsibility. This is part of proposed COA 4.

The Commission also inquired during the May 10 meeting if the fire access stairs could be created and then dedicated to the City. That would not be possible. It crosses property that is not owned by the Applicant or the City and the Easement that allows construction of the stairs (Exhibit E) makes clear the specific intended use. Staff does not believe modifying the easement is a viable option.

#### **(IX) Good Cause analysis.**

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

**(a) There is Good Cause for this Plat Amendment because it will allow for development consistent with the Old Town Neighborhood and purposes of the Recreation Commercial Zoning District.**

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<sup>3</sup> LMC § [15-4-17](#)

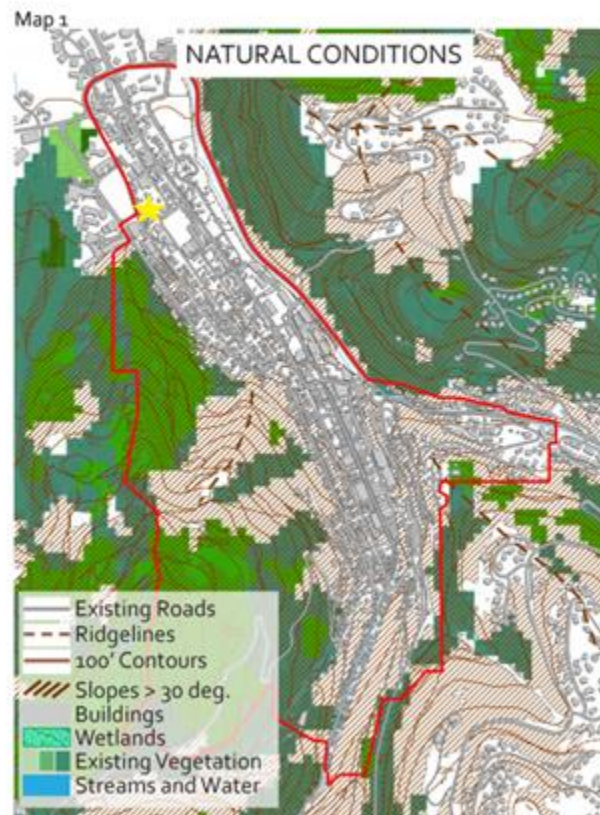


LMC [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting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

The Lots affected by this Plat Amendment are close to Park City Mountain Resort, increasing potential housing opportunities near the resort.

While the Recreation Commercial (RC) Zoning District is not part of the Historic District, the Lots affected by this Plat Amendment are in the Old Town neighborhood of the General Plan:

## OLD TOWN



The purpose of the Recreation Commercial (RC) Zoning District in LMC [§ 15-2.16-1](#) also states “promote Park City’s mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City.”

The proposed shared driveway for this Plat Amendment is in keeping with the historic character of Old Town. At least three of the Lots, and potentially four depending on how a structure built on Lot D would connect to Norfolk Avenue, would use a Shared Driveway, a 16-foot-wide driveway easement proposed on the Plat Amendment. Additionally, Goal 6.1 of the General Plan for Old Town says that “[i]nfill and new additions should be compatible with the neighborhood context and subordinate to existing historic structures.”



**Figure 6: Proposed Four Lot Subdivision with shared access shown is red.**

Highlighted in green above are nearby lots of similar size, most of which have Single-Family Dwellings on them. The approximate locations of the proposed Lots for this amendment are identified in solid colors. The approximate location of the 16-foot proposed shared driveway access easement is identified in red.







**Figure 8: Image of Existing Conditions**

This screenshot from Google Earth above shows the street view from where Norfolk connects with 13<sup>th</sup> Street, illustrating several of the Single-Family Dwellings present in the vicinity.

The four lots are proposed to be created to build Single Family Dwellings as defined by § [15-2.16-5](#) and explained in Analysis I. Single Family Dwellings are common in the RC Zoning District and the proposed Lots are in keeping with those requirements. Lot D would create a North-South Lot. Although not common in this area, there are North-South Lots in the vicinity such as 1302 Norfolk Avenue.

No Public Street or Right-of-Way is vacated.

No Public Easements will be vacated.

### **Department Review**

The Planning Department, Engineering Department, and City Attorney's Office reviewed this staff report. The Development Review Committee met on September 20, 2022, and feedback became Conditions of Approval which were discussed at the February 22 meeting. The Development Review Committee met again on May 2, 2023, and feedback led to amended Conditions of Approval.

### **Notice**

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 23, 2023. Staff mailed courtesy notice to property



owners within 300 feet on June 23, 2023. The *Park Record* published notice on June 28, 2023.<sup>4</sup>

### **Public Input**

Staff has received written comment which is attached as Exhibit T.

### **Alternatives**

- The Planning Commission may forward a positive recommendation for City Council's consideration on August 22, 2023;
- The Planning Commission may forward a negative recommendation for City Council's consideration on August 22, 2023, 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. 2023-XX

Attachment 1: Proposed North Norfolk Plat Amendment

Exhibit B: Survey with Existing Conditions

Exhibit C: Site Photographs

Exhibit D: Park City Survey

Exhibit E: Fire Access Easement

Exhibit F: Existing Knudson Subdivision Plat

Exhibit G: Resolution from 1980 re. the Closure of Norfolk Avenue

Exhibit H: October 16, 1980 City Council Minutes

Exhibit I: Resolution 11-82 authorizing the sale of closed portion of Norfolk Avenue

Exhibit J: April 22, 1982 City Council Minutes

Exhibit K: Ordinance 14-03 Approving Knudson Plat

Exhibit L: February 13, 2014 City Council Staff Report on Knudson Subdivision

Exhibit M: Provisional Plat Approved by PCFD

Exhibit N: Fire Marshal Letter

Exhibit O: Encroachment Agreement regarding Norfolk Avenue Extension

Exhibit P: Planning Director Determination for Setbacks on Lot D

Exhibit Q: Applicant Response to Planning Commission for May 10 Meeting

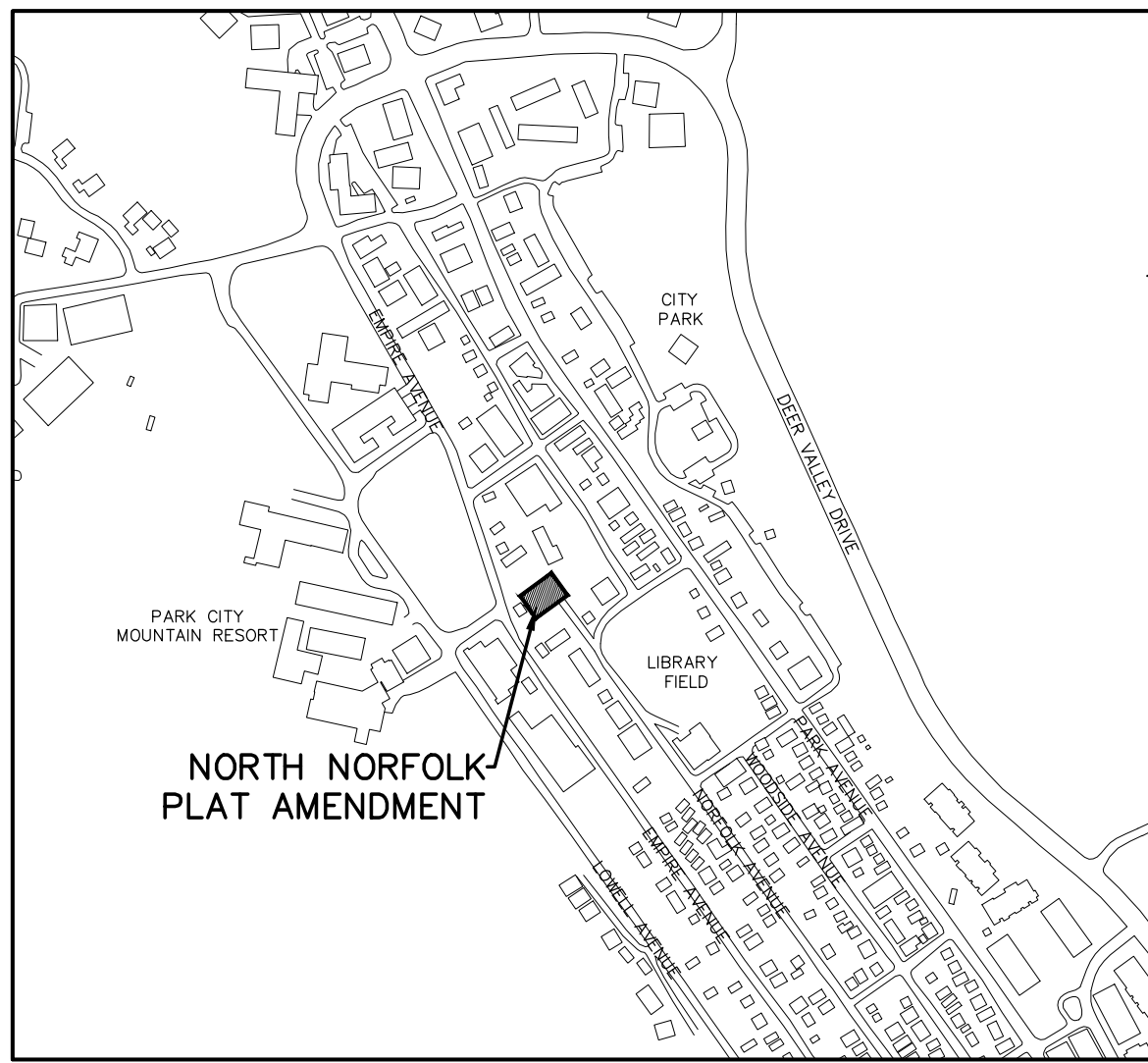
Exhibit R: Applicant Stair Cost Estimate

Exhibit S: Streets Master Plan

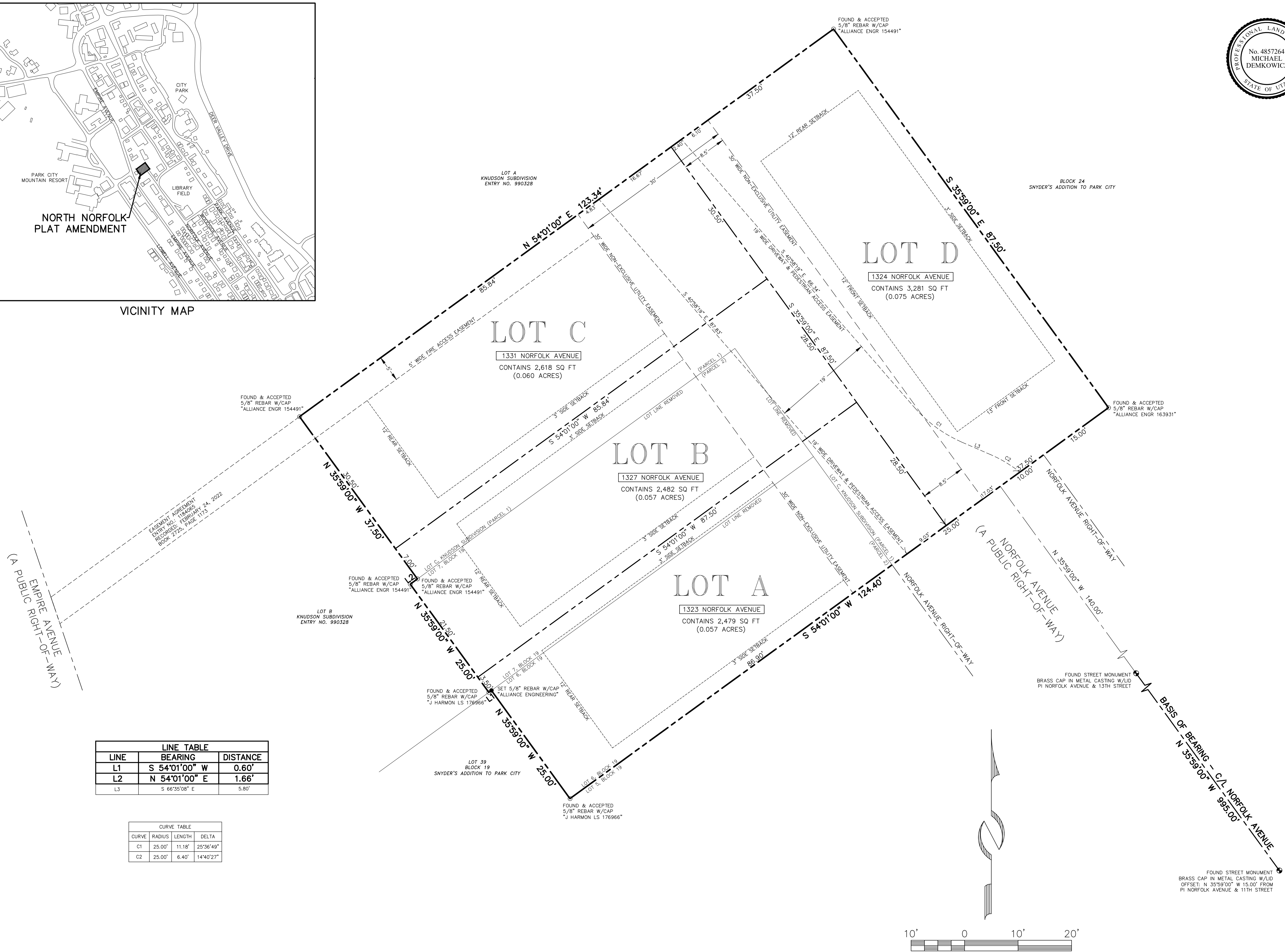
Exhibit T: Public Comment

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<sup>4</sup> LMC [§ 15-1-21](#)



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have subdivided said land into lots, hereafter to be known as NORTH NORFOLK PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL 1:

Lot C, Knudson Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office. Together with:  
A non-exclusive and restricted access easement for ingress and egress by emergency services as disclosed in that certain easement agreement dated February 23, 2022, by and between Marya, LLC, and Skyler, LLC, formerly known as Skyler LTD, recorded February 24, 2022, as Entry No. 1184065, in Book 2725, at Page 1173, Summit County Recorder's Office, more particularly described as follows:  
A five (5) foot wide access easement located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014, as Entry No. 990328, in the Office of the Summit County Recorder and being more particularly described as follows:

Beginning at the westernmost corner of Lot B Knudson Subdivision, said corner being common to the southernmost corner of Lot A, Knudson Subdivision; running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost corner of Lot B, said corner being common to the westernmost corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of-way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the point of beginning.

PARCEL 2:

All of Lots 6 and 7, in Block 19, Snyders Addition to Park City, Utah, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.  
Less and excepting:  
A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being the rear 0.6 feet of Lot 6, Block 19, Snyder's Addition to Park City and being more particularly described as follows:  
Beginning at the westernmost corner of Lot 6, Block 19, Snyder's Addition to Park City; thence coincident with the boundary line Lot 6 and Lot 39 South 35°59'00" East a distance of 25.00 feet to the southernmost corner of Lot 6; thence coincident with the boundary line of Lot 6 and Lot 39 North 54°01'00" East a distance of 0.60 feet; thence parallel to the boundary line of Lot 6 and Lot 39 North 35°59'00" West a distance of 25.00 feet to the boundary line of Lot 6 and Lot 7; thence coincident with said boundary line South 54°01'00" West a distance of 0.60 feet to the point of beginning.

Together with:  
A non-exclusive and restricted access easement for ingress and egress by emergency services as disclosed in that certain easement agreement dated February 23, 2022, by and between Marya, LLC, and Skyler, LLC, formerly known as Skyler LTD, recorded February 24, 2022, as Entry No. 1184065, in Book 2725, at Page 1173, Summit County Recorder's Office, more particularly described as follows:  
A five (5) foot wide access easement located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014, as Entry No. 990328, in the Office of the Summit County Recorder and being more particularly described as follows:  
Beginning at the westernmost corner of Lot B Knudson Subdivision, said corner being common to the southernmost corner of Lot A, Knudson Subdivision; running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost corner of Lot B, said corner being common to the westernmost corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of-way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described land, and hereby causes the same to be divided into lots, together with easements as set forth to be hereafter known as NORTH NORFOLK PLAT AMENDMENT. The undersigned owner hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easement shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown herein.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

1325 Empire Ave Holdings, LLC, a Delaware limited liability company

By: Gavin David Steinberg, Manager

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

: ss.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Gavin David Steinberg personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of 1325 Empire Ave Holdings, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the NORTH NORFOLK PLAT AMENDMENT.

By: Notary Public

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2023-\_\_\_\_\_.

NORTH NORFOLK PLAT AMENDMENT

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

SHEET 1 OF 1

5/1/23 JOB NO.: 7-3-22 FILE: X:\SnydersAddition\dwg\src\plat2022\070322.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_

PLANNING COMMISSION  
RECOMMENDED BY THE PARK CITY  
PLANNING COMMISSION THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ CHAIR

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ PARK CITY ENGINEER

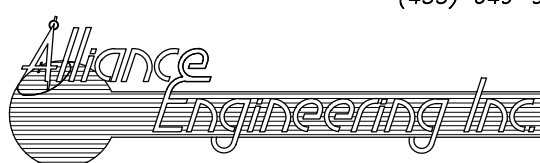
APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE  
APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ MAYOR

CERTIFICATE OF ATTEST  
I CERTIFY THIS PLAT  
WAS APPROVED BY PARK CITY  
COUNCIL THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ PARK CITY RECORDER

PUBLIC SAFETY  
ANSWERING POINT APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023  
BY \_\_\_\_\_ SUMMIT COUNTY GIS COORDINATOR

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
FEE \_\_\_\_\_ RECORDER  
TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_



(435) 649-9467

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



**Ordinance No. 2023-XX**

**AN ORDINANCE APPROVING THE NORTH NORFOLK PLAT AMENDMENT,  
LOCATED AT 1325 EMPIRE AVENUE AND PARCEL SA-200, PARK CITY, UTAH**

WHEREAS, the owners of the property known as 1325 Empire Avenue and Parcel SA-200 have petitioned the City Council to amend the Knudson Subdivision and Parcel SA-200. Located in the Recreation Commercial Zoning District, and re-subdivide it into four Single-Family Lots known as the North Norfolk Subdivision; and

WHEREAS, on February 8, 2023, staff posted notice to the property and according to the requirements of the Land Management Code; and

WHEREAS, staff mailed courtesy notice to all affected property owners on February 8, 2023, and legal notice was published in the Park Record and on the Park City and Utah Public Notice websites; and

WHEREAS, the Planning Commission, on February 22, 2023, held a public hearing and continued the discussion to April 12, 2023;

WHEREAS, on April 12, 2023, the Planning Commission reviewed the application and held a public hearing and continued discussion to May 10, 2023; and

WHEREAS, on May 10, 2023, the Planning Commission reviewed the application and held a public hearing and continued to a date uncertain; and

WHEREAS, on June 23, 2023, staff posted notice to the property and according to the requirements of the Land Management Code; and

WHEREAS, staff mailed courtesy notice to all affected property owners on June 23, 2023, and legal notice was published in the Park Record and on the Park City and Utah Public Notice websites; and

WHEREAS, on July 12, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on July 12, 2023, the Planning Commission forwarded a \_\_\_\_\_ recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council reviewed the applicant and held a public hearing; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the North Norfolk Plat Amendment; and

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

follows:

**SECTION 1. APPROVAL.** The North Norfolk Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. On October 16, 1980, the City Council passed a resolution closing a portion of the Norfolk Avenue right-of-way.
2. On April 22, 1982, that closed portion of Norfolk Avenue was sold by the City.
3. In 2014, a Plat Amendment was submitted for 3 lots, located at 1314 & 1350 Empire Avenue known as the Knudson Plat.
4. On January 29, 2014, the Planning Commission forwarded a positive recommendation to City Council, and on February 13, 2014, City Council approved The Knudson Plat.
5. The Knudson Plat was recorded with Summit County on February 27, 2014.
6. The land was not developed.
7. In May of 2022, the Applicant submitted this Plat Amendment, proposing to subdivide a vacant Lot and Parcel into four Lots to eventually be developed with four Single Family Dwellings.
8. The proposed four (4) Lots comply with the Recreation Commercial (RC) Zoning District requirements outlined in LMC Chapter 15-2.16.
9. LMC § 15-2.16-5 outlines the Building Footprint, Maximum Building Height, and Setback Requirements for the Lot sizes proposed. While Single Family Dwellings, Duplexes, and Triplexes are allowed uses in the Recreation Commercial Zoning District, § 15-2.16-5 outlines minimum Lot Size for Single Family Dwellings (1,875 sq ft) and Duplexes (3,750 sq ft). Lot A is 2,479 sq ft. Lot B is 2,482 sq ft. Lot C is 2,618 sq ft. Lot D is 3,281 sq ft. The four Lots are compliant with the minimum Lot Size Requirements for Single Family Dwellings, but none are compliant for Duplexes.
10. The Single Family Dwellings will require two off-street parking spaces per Lot, as required by § 15-3-6.
11. There is Good Cause for this Plat Amendment because it will allow for development that promotes density that is consistent with the Resort Neighborhood and purposes of the Recreation Commercial (RC) Zoning District.
12. The shared driveway is in keeping with the historical context of Old Town.

**Conclusions of Law:**

1. Neither the public nor any person will be materially injured by the proposed plat amendment.
2. Approval of the plat amendment, subject to the conditions of approval, will not adversely affect the health, safety, and welfare of the citizens of Park City.
3. The proposal complies with the Recreation Commercial (RC) Zoning District requirements outlined in LMC Chapter 15-2.16.

**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 (1) year from the date of City Council approval. If recordation has not occurred within one year, 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. Prior to submitting for building permits, the Applicants must provide a geotechnical report and storm drainage storage plan for the site. Construction of basements may be limited on the recommendation of a Licensed Geotechnical engineer and the City Engineering Department.
4. A Plat Note shall be added that reads: Before any combustible material is delivered to the site, emergency access stairs required by the Park City Fire District must be completed. If an agreement is made for the construction of public stairs on 1330 Empire Avenue that accesses the North Norfolk Subdivision, and satisfies the Building, Housing, Engineering, and Planning Departments as well as the Park City Fire District, then that may satisfy this requirement and shall not require a Plat Amendment, as long as those stairs are completed. The Fire Access Easement shown on the proposed Plat must be recorded with the County before the recordation of the Plat. The Applicant and their successors and assigns shall be responsible for maintaining the private stairs and keeping them clear of snow so that they are available for emergency access. Public Stairs shall be maintained and cleared of snow by the City.
5. Prior to the recordation of this Plat, a 30-Foot Non-Exclusive Utility Easement, as shown on the proposed Plat, must be recorded with Summit County.
6. A Plat Note shall indicate that no Buildings can be built within the 30-foot Non-Exclusive Utility Easement. Landscaping and non-heated driveways may be constructed but owners should be aware that these items can be removed at any time and the Lot owners will be responsible for any replacements within the easement area.
7. Parking is not allowed on the shared driveway, and the owners shall place signs that indicate it is private.
8. A Plat Note shall indicate that Lot D shall have two Front Setbacks, with the Western Setback being 12 feet and the Southern Setback being 13 feet, the North Setback being a rear setback of 12 feet, and the East Setback a side setback of 3 feet. Primary access will be from the South Side.
9. A Plat Note shall indicate that in the event of construction of a public stair with access to the property, a portion of the 19-foot shared driveway shall be used to allow public pedestrian access to the public stairs. That access will be designated by signage and it being constructed with a material visually distinct from the rest of the shared driveway.
10. Prior to recordation of this plat, the Applicant shall record documents obliging the owners of each Lot to be financially responsible for maintaining the shared driveway serving the Lots including snow removal and storage. This condition may be satisfied by either: (i) Applicant's formation of a homeowners' association whose recorded governing documents shall establish responsibility for such maintenance; or (ii) if Applicant does not form a homeowners' association, another recorded form

of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to contribute twenty-five percent (25%) of the cost of such maintenance.

11. Prior to recordation of this plat, Applicant shall record documents formally obliging the owners of each Lot to each make an annual reimbursement of twelve and one-half percent (12.5%) of the actual out-of-pocket costs incurred by the owners whose properties are subject to the terms of that certain May 22, 2003 Non-Exclusive Encroachment Permit recorded on May 27, 2003 in connection with the snow removal and maintenance obligations set forth in Section 6 thereof for the "platted Norfolk Avenue right of way" more particularly described in said Permit. This condition may be satisfied by either: (i) Applicant's formation a homeowners' association whose recorded governing documents shall establish said Association's responsibility for such reimbursement; or (ii) if Applicant does not form a homeowners' association another recorded form of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to the reimbursement obligation.
12. Prior to the issuance of the Certificate of occupancy for the 4<sup>th</sup> Lot or last house to be constructed, the Applicant shall seal coat Norfolk Avenue between 13<sup>th</sup> Street and the subject property to repair any damage to the roadway due to construction activity.
13. A Plat Note shall indicate that this Plat is subject to Ordinance 2023-XX.

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

PASSED AND ADOPTED this 22nd day of August 2023.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Nann Worel, MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



DRAFT

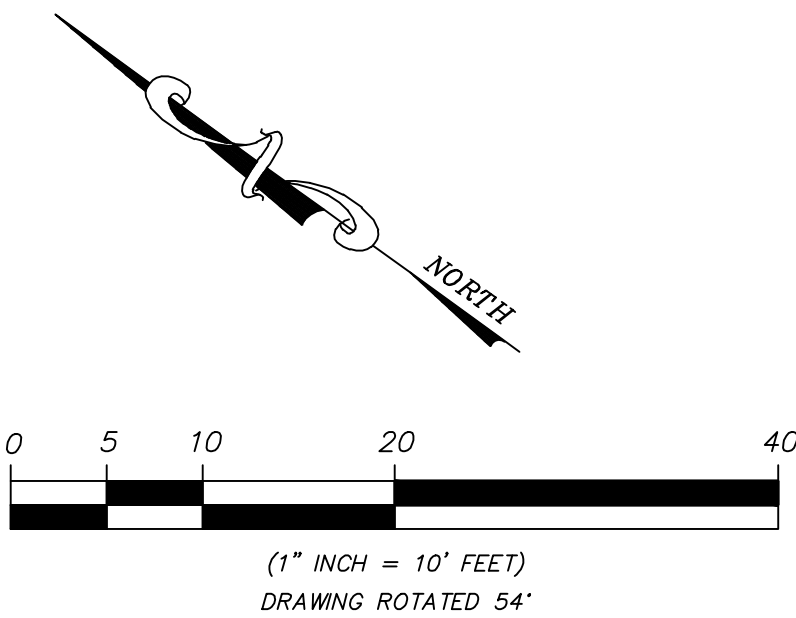
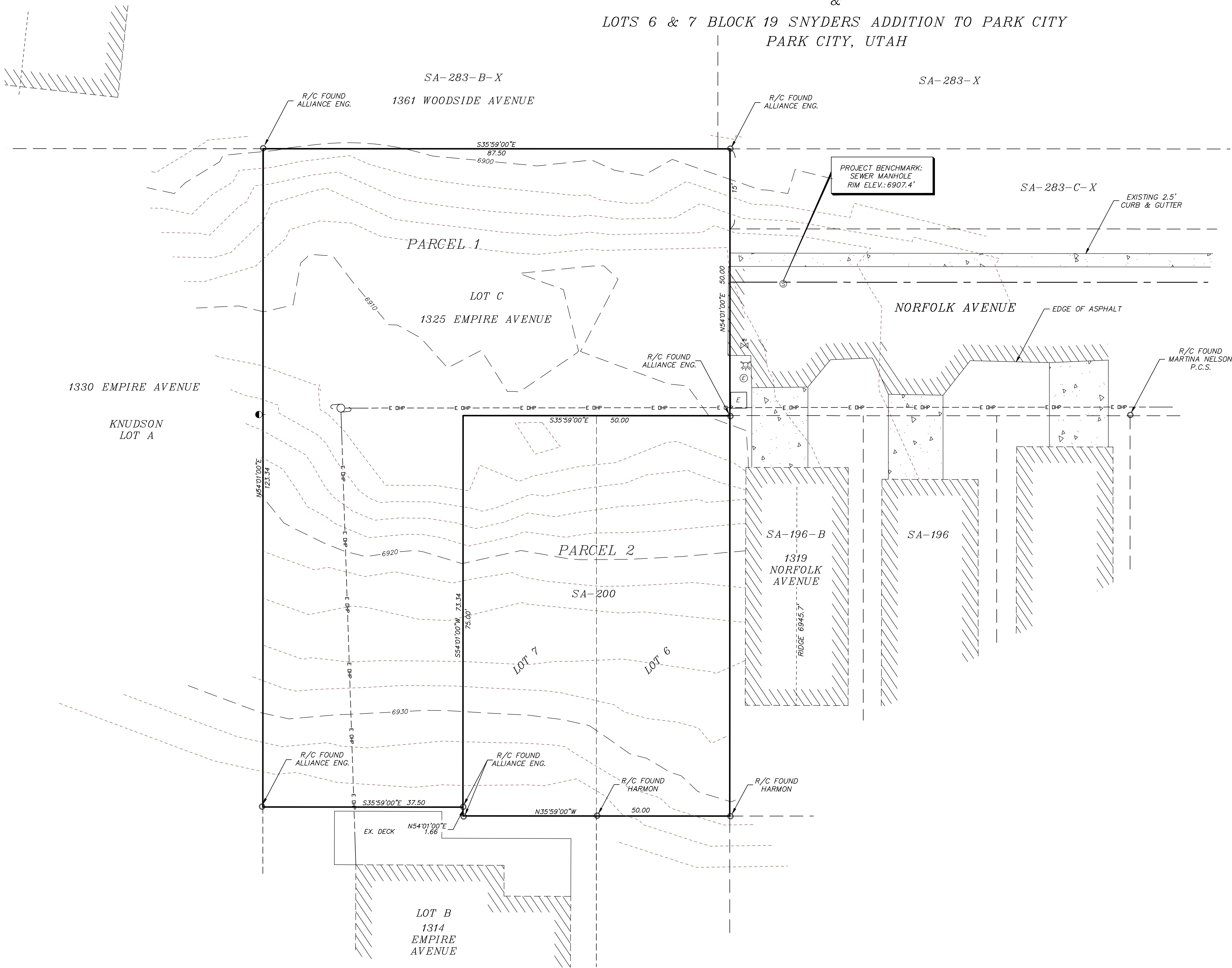
TOPOGRAPHIC/EXISTING CONDITIONS SURVEY

LOT C KNUDSON SUBDIVISION

&

LOTS 6 & 7 BLOCK 19 SNYDERS ADDITION TO PARK CITY

PARK CITY, UTAH



3100 PINEBROOK RD.  
SUITE 1000  
PARK CITY, UT 84098  
(801) 573-7871

**NARRATIVE:**

THE PURPOSE OF THIS SURVEY WAS TO IDENTIFY THE LOT LINES AND PROVIDE TOPOGRAPHIC DATA TO ESTABLISH THE POSSIBILITY OF DEVELOPMENT ON THE SUBJECT PARCELS.

UTILITIES WERE NOT IDENTIFIED UNDERGROUND AND FURTHER INVESTIGATION IS SUGGESTED.

AN EXISTING CONDITIONS & TOPOGRAPHIC MAP WAS COMPLETED BY ALLIANCE ENGINEERING DATED 1-24-14. THE ELEVATIONS ON THIS SURVEY ARE BASED UPON A SAID SURVEY.

PROPERTY CORNERS WERE NOT SET, HOWEVER FOUND PROPERTY CORNERS ARE IDENTIFIED ON THE SURVEY.

SURVEY COMPLETED: 5/07/2022.

SEE SAID KNUDSON SUBDIVISION FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. SURVEYOR IS NOT RESPONSIBLE FOR SAID RESTRICTIONS.

CONTOUR INTERVALS ARE TWO FOOT, LABELED ON THE TEN FOOT MAJOR.

SNOW COVERAGE AT THE TIME OF THE INITIAL SURVEY WAS APPROXIMATELY 1' TO 2 FEET. ADDITIONAL INFORMATION WAS GATHERED AT A LATER DATE ON THE HARD SURFACED FEATURES.

LOT C KNUDSON SUBDIVISION#49

&

LOTS 6 & 7, BLOCK 19, SNYDERS ADD.

SUMMIT COUNTY, UTAH

SURVEY PREPARED

FOR

LARRY FELDMAN

LYING WITHIN SECTION 11,  
TOWNSHIP 1 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

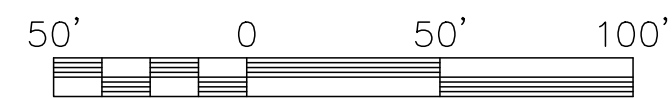
**LEGEND**

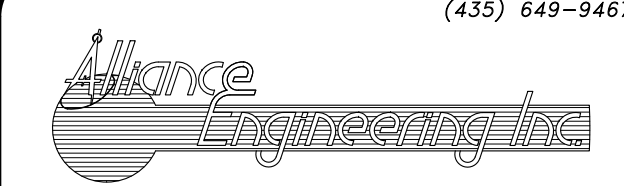
| SUBJECT PARCEL  | + | SELECTED SPOT ELEVATION          |
|-----------------|---|----------------------------------|
| ADJOINERS       | ○ | PROPERTY CORNER FOUND (AS NOTED) |
| ROAD CENTERLINE | ⛶ | FIRE HYDRANT                     |
| 6560            | Ⓢ | ELECTRICAL BOX                   |
| CONTOUR MAJOR   | Ⓢ | SEWER MANHOLE                    |
| CONTOUR MINOR   | Ⓢ | ELECTRICAL TRANSFORMER           |
| OVERHEAD POWER  | Ⓢ | WATER VALVE                      |



|             |         |              |          |             |    |
|-------------|---------|--------------|----------|-------------|----|
| DRAWN BY:   | TM      | DESIGNED BY: | TM       | CHECKED BY: | MM |
| PROJECT NO: | 1110-08 | DATE:        | 5/9/2022 | SHEET NO:   | 1  |





|                                                                                                                                                                                                                   |                               |                                |                                                                                                                                                             |                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</small> | <small>(435) 649-9467</small> | <b>STAFF:</b><br>MARSHALL KING | <b>AERIAL PHOTOGRAPH</b><br><b>NORTH NORFOLK PLAT AMENDMENT</b>                                                                                             | <b>SHEET</b><br><b>1</b><br><b>OF</b><br><b>1</b> |
|                                                                                                                                                                                                                   |                               | <b>DATE:</b> 5/11/22           | <b>FOR:</b> GAVIN DAVID STEINBERG<br><b>JOB NO.:</b> 7-3-22<br><b>FILE:</b> X:\SnydersAddition\dwg\PlatExhibits\2022\North Norfolk\North Norfolk-aerial.dwg |                                                   |
|                                                                                                                                                                                                                   |                               |                                |                                                                                                                                                             |                                                   |





1325 Norfolk Ave - looking northerly





1325 Norfolk Ave - looking easterly





1325 Norfolk Ave - looking northeasterly





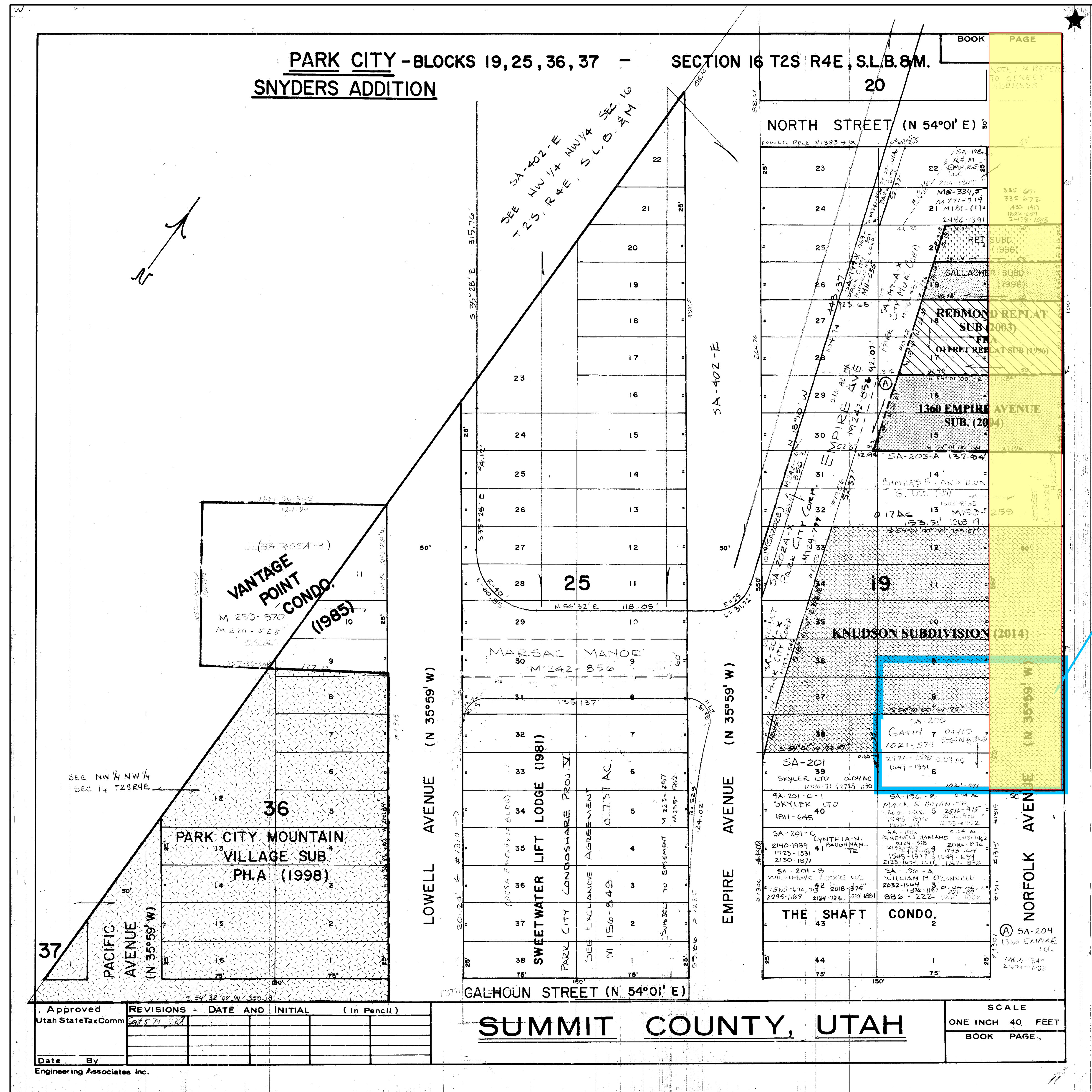
1325 Norfolk Ave - looking southwesterly



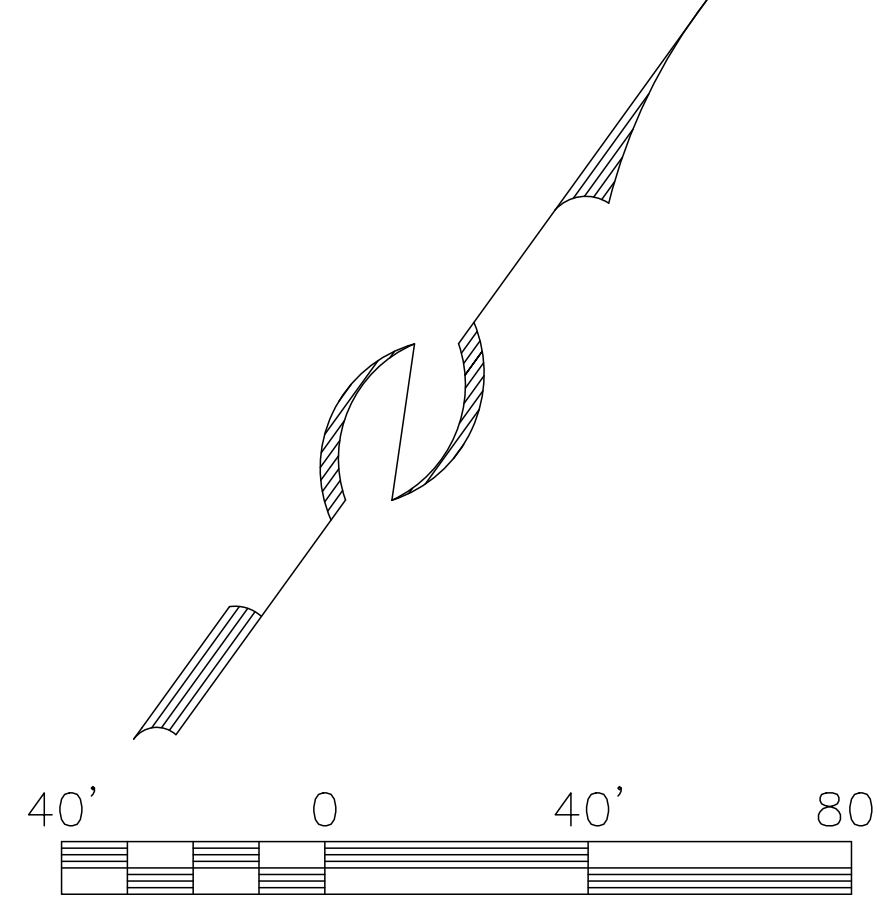


1325 Norfolk Ave - looking northwesterly





NORTH NORFOLK  
PLAT AMENDMENT





01184065 B: 2725 P: 1173

Page 1 of 7

Rhonda Francis Summit County Recorder

02/24/2022 03:35:42 PM Fee \$40.00

By COALITION TITLE AGENCY, INC.

Electronically Recorded

**WHEN RECORDED MAIL TO:**

SKYLER LLC  
C/O: GARY KNUDSON  
PO BOX 511  
PARK CITY, UT 84060-0511

Knudson-B  
Knudson-C  
SA-200

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (the "Agreement") is entered into on this 23 day of ~~FEBRUARY~~ 2022 ("Effective Date") by and between **MARYA, LLC** ("Grantor"), and **SKYLER, LLC, formerly known as Skyler LTD** ("Grantee").

**RECITALS**

- A. On the date hereof, Grantor owns real property in Summit County generally located at 1314 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT B KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 4,133 SQ FT OR 0.09 AC. 2229-1106.

Tax Parcel No.: KNUDSON-B (GRANTOR PROPERTY)

- B. On the date hereof, the Grantee owns real property in Summit County generally located at 1325 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT C KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 7,125 SQ FT OR 0.16 AC.

Tax Parcel No.: KNUDSON-C (GRANTEE PROPERTY 1)

- C. On the date hereof, the Grantee owns real property in Summit County, Utah, which is more particularly described as:

ALL OF LOTS 6 AND 7 IN BLOCK 19, SNYDERS ADDITION



TO PARK CITY, UTAH ACCORDING TO THE OFFICIAL  
PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS  
OFFICE

Tax Parcel No.: SA-200 (GRANTEE PROPERTY 2)

- D. The only purpose of this Access Easement is to allow fire department and emergency services ("Emergency Services") access to Grantee Property 1 and Grantee Property 2 by and through an access easement, described herein, for the benefit of the Grantee Property 1 and Grantee Property 2.
- E. There exists a certain five foot (5') wide unimproved dirt path across a certain portion of the Grantor Property, as depicted on Exhibit A ("Access Easement").
- F. The Grantor Property and Grantee Property are adjoining parcels. Grantee Property 1 (KNUDSON - C) is adjacent to the Access Easement. However, Grantee Property 2 (SA-200) is not adjacent to the Access Easement and Emergency Services may only access Grantee Property 2 by way of Grantee Property 1 and not by way of any other portion of GRANTOR'S PROPERTY.

#### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, GRANTOR hereby grants a non-exclusive and restricted access easement over the ACCESS EASEMENT for ingress and egress by Emergency Services to access and for the benefit of GRANTEE'S PROPERTY 1 and GRANTEE PROPERTY 2 on the terms and provisions set forth herein.

- 1. The Recitals above and all Exhibits hereto are hereby incorporated into this Agreement by this reference.
- 2. The Access Easement is as depicted in Exhibit A which is incorporated herein.
- 3. Grantee and any successors in interest have a right to construct a concrete / asphalt sidewalk within the full length and width of the Easement Access area. Grantee and any successors are responsible for all costs of construction and maintenance of any such improvements in the Access Easement. Grantee has no rights to otherwise improve upon or make improvements, in any form, to the Access Easement, including but not limited to, grading, retaining, expanding the width, or any other improvement on the Grantor Property, including the ACCESS EASEMENT, without prior written permission from Grantor, except as may be required from time to time by a governmental authority having jurisdiction over the Emergency Services and then only for purposes of providing access for Emergency Services, (provided such governmental authority shall not have the right to increase the width of the Access Easement).

4. Grantor shall have no right to impede or restrict access to or the use of the ACCESS EASEMENT by the Emergency Services providers as contemplated herein, provided, however that Grantor shall have the right to restrict access to the Access Easement in a manner acceptable to Park City Emergency Services providers so that only Emergency Services providers may have access to the Access Easement.

5. The parties acknowledge that Park City currently has plans to build a public access easement on property adjacent to Grantor's Property (the "City Easement"). If and when the City Easement is constructed, and provided that the City Easement is accepted in writing by Park City Municipality (including Emergency Services) as providing equivalent and acceptable Emergency Services access to Grantee Property 1 and Grantee Property 2, this Access Easement shall automatically terminate. Provided, however, that if Grantee Property 1 is able to connect directly to the City Easement, the Access Easement shall be redescribed as the smallest possible area necessary to allow Emergency Services Access to Grantee Property 1 from the City Easement.

6. GRANTEE HAS INSPECTED THE EASEMENT PROPERTY AND ACCEPTS THE EASEMENT PROPERTY IN "AS-IS", "WHERE-IS" CONDITION, WITH ALL FAULTS, AND GRANTEE AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE EASEMENT PROPERTY; AND GRANTOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES; AND THE PARTIES AGREE THAT ALL RISK ASSOCIATED THEREWITH SHALL BE BORNE BY GRANTEE. NOTWITHSTANDING THE FOREGOING, GRANTOR HEREBY REPRESENTS AND WARRANTS TO GRANTEE THAT GRANTOR IS THE OWNER OF FEE SIMPLE TITLE TO THE EASEMENT PROPERTY AND HAS FULL AUTHORITY TO GRANT THE EASEMENT CREATED HEREIN.

7. This Agreement and the easement created hereunder constitute equitable servitude and covenants running with the land, binding on GRANTOR's PROPERTY and benefitting and appurtenant to GRANTEE PROPERTY 1 AND GRANTEE PROPERTY 2, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest.

8. This Agreement is for the sole and exclusive benefit Grantee and its successors-in-interest, for the sole purpose of Emergency Services providers requiring emergency access pursuant hereto, and there shall be no individual rights for use of the Access Easement, including any other third-party beneficiaries, and nothing in this Agreement shall be construed to grant to any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9. This Agreement may only be amended by a writing executed and recorded by Grantor and Grantee, or their respective successors-in-interest.

10. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.



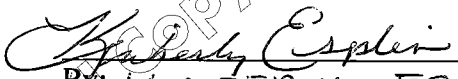
11. Any waiver by a party hereto of any breach of any kind or character whatsoever by another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

12. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the Effective Date.

**GRANTOR**

**MARYA, LLC**

  
By: KIMBERLY ESPLIN  
Its Manager

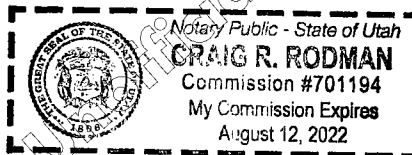
**ACKNOWLEDGEMENT**

STATE OF UTAH )  
 ) ss.  
County of Summit )

STATE OF UTAH )  
COUNTY OF Summit )

On this 23 day of FEB., 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Marya, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

  
\_\_\_\_\_  
Notary Public



**GRANTEE  
SKYLER, LLC**

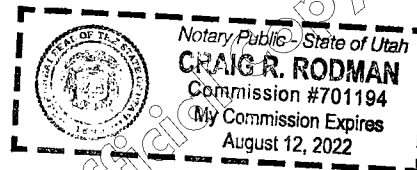
  
By: KIMBERLY ESPLIN  
Its Manager

**ACKNOWLEDGEMENT**

STATE OF Utah )  
County of Summit : ss.

On this 23 day of FEB, 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Skyler, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

  
Notary Public

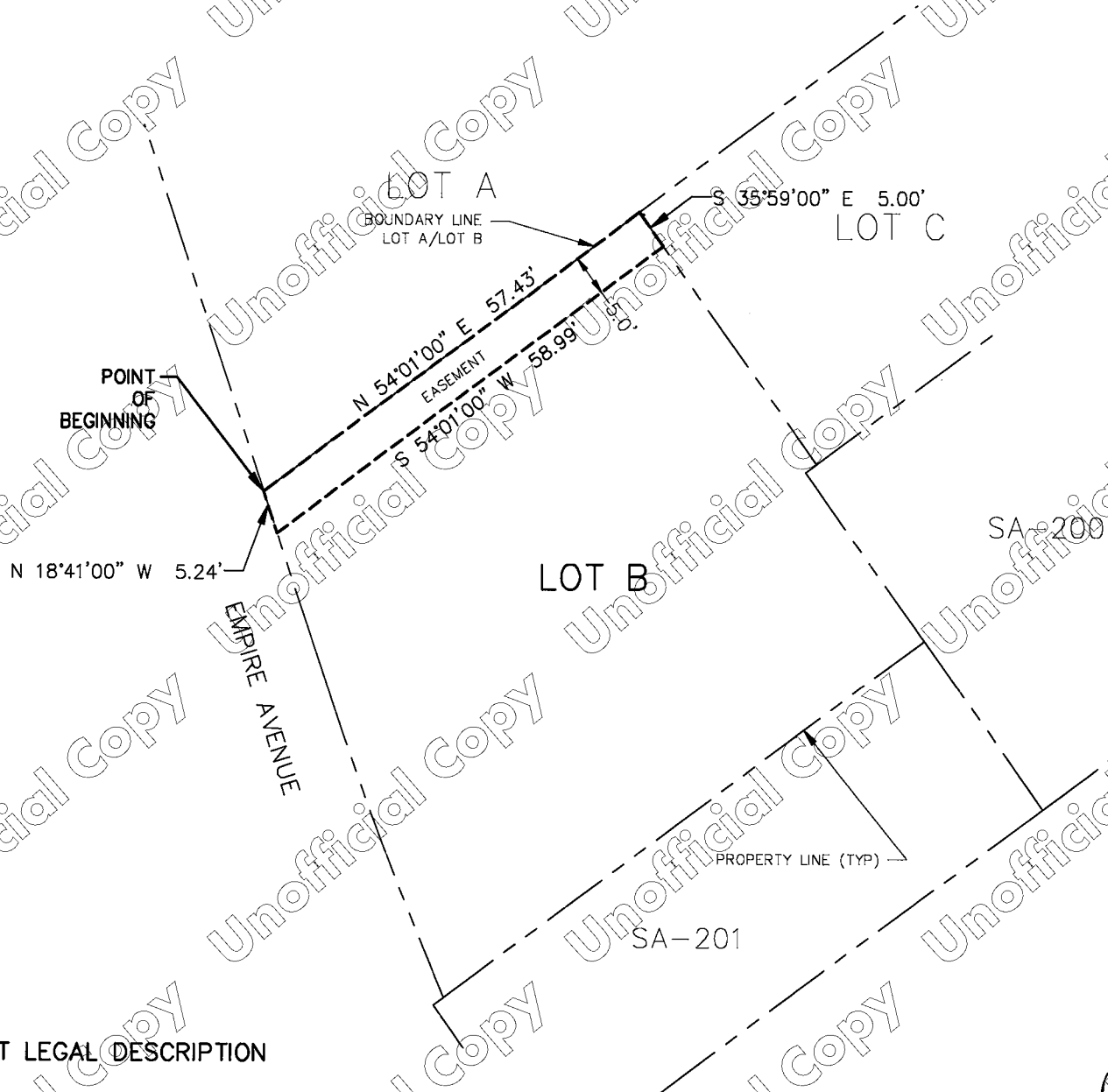




**EXHIBIT “A”**

**(Survey of Access Easement on Grantor’s Property)**

# **KNUDSON SUBDIVISION** **LOT B EASEMENT** **EXHIBIT "A"**



## **EASEMENT LEGAL DESCRIPTION**

A five (5) foot wide Access Easement located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014 as Entry No. 990328 in the office of the Summit County Recorder and being more particularly described as follows:

Beginning at the westernmost Corner of Lot B Knudson Subdivision, said corner being common to the southernmost Corner of Lot A Knudson Subdivision; and running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost Corner of Lot B, said corner being common to the westernmost Corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of-way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the Point of Beginning.

Date: 12.06.2021  
Project No.: 21039  
Easement 21039.dwg

C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\21039-Knudson Easement 21039.dwg

PROFESSIONAL LAND SURVEYING  
AND CONSULTING

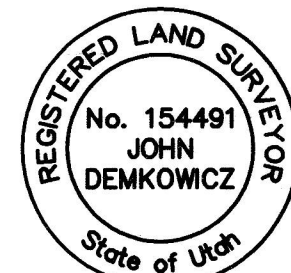
**ALLTERRA**  
**UTAH, LLC**

435-640-4200

463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

189





# SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz Date 2-20-2014

## PROPERTY DESCRIPTION

### PARCEL 1: PARK CITY REDEVELOPMENT AUTHORITY

A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 12, Block 19, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the easterly boundary of Block 19 South 35°59'00" East 50.00 feet to the easternmost corner of Lot 11; thence along the south boundary of Lots 11 and 34 South 54°01'00" West 119.08 feet to the easterly edge of Empire Avenue; thence along the easterly edge of Empire Avenue North 18°41'00" West 52.37 feet to the north boundary of Lot 33; thence along the north boundaries of Lots 33 and 12 North 54°01'00" East 103.51 feet to the point of beginning.

### PARCEL 2: SKYLER, LTD.

LOT 8, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Recorder.

All of LOTS 9, 10, 35 AND 36, Block 19, Snyder's Addition to Park City, Park City, Utah, according to the official plat thereof on file and of record in the Summit County Recorder's Office, less and excepting any portion lying within Empire Avenue.

Beginning at the north corner of Lot 12, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to the east right-of-way line of said Norfolk Avenue; thence South 35°59' East along said east line 100.00 feet; thence South 54°01' West 50.00 feet to said west line; thence North 35°59' West along west line 100.00 feet to the point of beginning.

Beginning at the north corner of Lot 8, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to a point on the east right-of-way line of Norfolk Avenue; thence South 35°59' East along said east line 75.0 feet; thence South 54°01' West 50.00 feet to a point on said west line; thence North 35°59' West along west line 75.0 feet to the point of beginning.

### PARCEL 3: MARYA, LLC.

Lots 37 AND 38, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Office of the Recorder, less and excepting any portion lying within Empire Avenue.

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, owner of Parcel 3, as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set their hands 21st day of February, 2014.

MARYA, LLC., a Utah limited liability company

By: Gary L. Knudson By: Helen M. Knudson  
Gary L. Knudson, Manager Helen M. Knudson, Manager

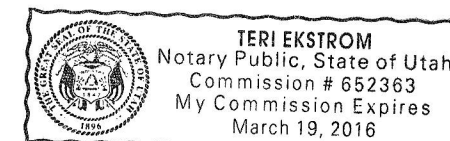
## ACKNOWLEDGMENT

State of Utah: ss:  
County of Summit:

On this 21st day of February, 2014, Gary L. Knudson and Helen M. Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary L. Knudson and Helen M. Knudson acknowledged to me that they are the Managers of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Teri Ekstrom  
A Notary Public commissioned in Utah  
Teri Ekstrom  
Printed Name

Residing in: Summit Co.  
My commission expires: March 19, 2016



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, owner of PARCEL 1 as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this 20 day of February, 2014.

REDEVELOPMENT AGENCY OF PARK CITY

By: Jack Thomas  
Title: Chairman

## ACKNOWLEDGMENT

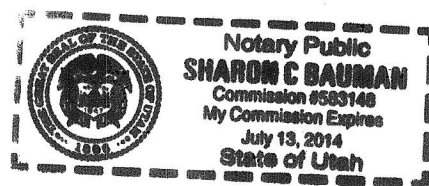
State of Utah: ss:  
County of Summit:

On this 20 day of February, 2014, Jack Thomas personally appeared before me, the undersigned Notary Public in and for said state and county.

Having been duly sworn, Jack Thomas acknowledged to me that he is authorized and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Sharon C Bauman  
A Notary Public commissioned in Utah

Sharon C Bauman  
Printed Name  
Residing in: Park City Utah  
My commission expires: 07-13-2014



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., owner of Parcel 2 as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set their hands this 21st day of February, 2014.

SKYLER, LTD.

By: Gary L. Knudson By: Helen M. Knudson  
Gary L. Knudson, General Partner Helen M. Knudson, General Partner

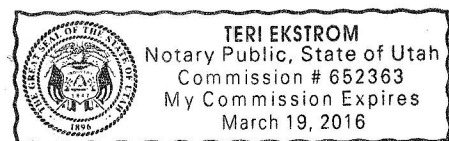
## ACKNOWLEDGMENT

State of Utah: ss:  
County of Summit:

On this 21st day of February, 2014, Gary L. Knudson and Helen M. Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary L. Knudson and Helen M. Knudson acknowledged to me that they are the General Partners of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Teri Ekstrom  
A Notary Public commissioned in Utah  
Teri Ekstrom  
Printed Name

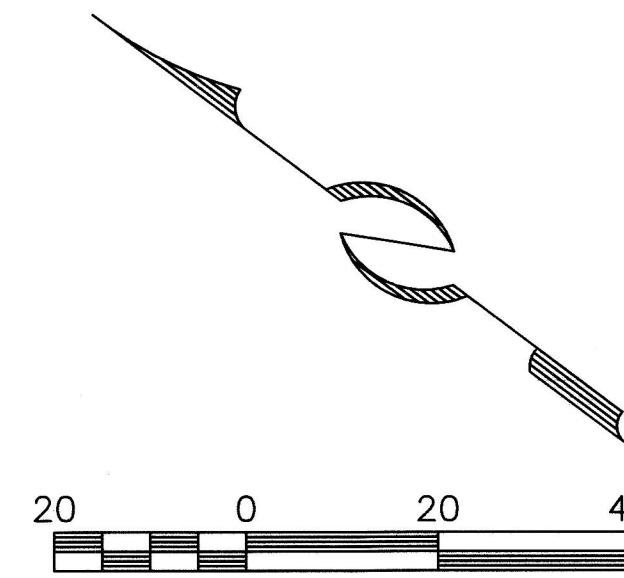
Residing in: Summit Co.  
My commission expires: March 19, 2016



# A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY, BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

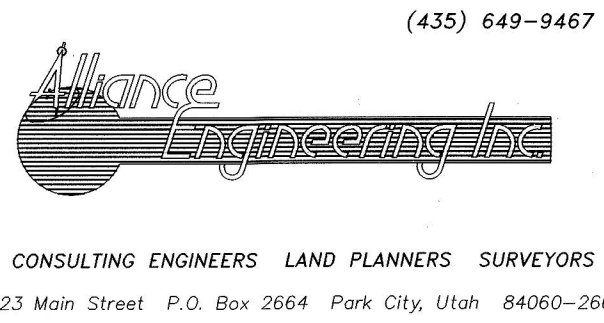
## KNUDSON SUBDIVISION

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



SHEET 1 OF 1

2/20/14 JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\sr\plat2013\061213.dwg



### SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 24th DAY OF Feb., 2014  
BY: B.D. K.  
B.D. K.

### PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 24th DAY OF JANUARY, 2014  
BY: [Signature]  
CHAIR

### ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 24th DAY OF February, 2014  
BY: [Signature]  
PARK CITY ENGINEER

### APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 25th DAY OF February, 2014  
BY: [Signature]  
PARK CITY ATTORNEY

### CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 13 DAY OF February, 2014  
BY: [Signature]  
PARK CITY RECORDER

### COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 13TH DAY OF FEBRUARY, 2014  
BY: [Signature]  
MAYOR

### RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF COALITION TITLE  
DATE 2/27/2014 TIME 8:29 AM  
ENTRY NO. 4990328 FEE \$33.00 RECORDER Ronda Francis Deputy

WHEREAS, the City Council of Park City deems it desirable to close Norfolk Street: and

WHEREAS, the City owns the street in fee and it is desirable to sell such land;

NOW, THEREFORE, be it resolved by the City Council of Park City, Utah, that:

1. The street hereby described below is closed.

Norfolk Avenue from the front of Block 19,  
Lot 6 northwest through 14th Street and  
continuing on from the north side of 14th  
from Block 21 through Lot 24.

2. The Mayor is hereby authorized to execute such documents that are necessary to accomplish the sale of such land.

3. This resolution becomes effective upon adoption.

ADOPTED THIS 16 DAY OF October, 1980.

Entry No. **202815**

Book 20252 Page 555  
REQUEST OF Park City Municipal Corp.  
FEE ALAN SPRIGGS, SUMMIT CO. RECORDER  
\$ 0.41 By Susan Robinson  
RECORDED 3-1-83 at 3:37 M

PARK CITY MUNICIPAL CORPORATION

By: John C. Green, Jr.  
John C. Green, Jr., Mayor

Attest:

Michelle Jaree  
Deputy City Recorder

Parcel #1:

Beginning at the Northerly most corner of Lot 22 in Block 19 of Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Northeasterly line of said Block 19, 425 feet to the Easterly most corner of Lot 6 in said Block 19; thence North 54°01' East 50 feet to the Southwesterly line of Block 24, Snyder's Addition to Park City, Utah; thence North 35°59' West along the Southwesterly line of said Block 24, 425 feet; thence South 54°01' West 50 feet to the point of beginning. Contains 21,250 square feet.

Parcel #2:

Beginning at the most Southerly corner of Lot 26, Block 21, Snyder's Addition to Park City, Utah, and running thence South 54°01' West 50.00 feet to the most Easterly corner of Block 20 of Snyder's Addition to Park City, Utah; thence North 35°59' West 18.70 feet to the Easterly line of proposed Empire Avenue (50 feet wide); thence North 18°41' West along the Easterly line of said Empire Avenue 71.92 feet to a point of curvature being concave to the Southwest, having a central angle of 1°26'20" and a radius of 525.00 feet; thence Northwesterly along the arc of said curve 13.18 feet; thence North 54°01' East 24.85 feet to the most Westerly corner of Lot 23, Block 21 of Snyder's Addition to Park City, Utah; then South 35°59' East 100.00 feet to the point of beginning. Contains 3971.50 square feet.

BOOK 2 52 PAGE 55



CITY COUNCIL MINUTES

16 OCTOBER 1980

The meeting was called to order by Councilman Bob Wells. A roll call was taken. Councilmen Tina Lewis, Helen Alvarez, Tom Shellenberger, and Bob Wells were present. Also present were the City Attorney, Mike McCoy; the Director of Finance, Ric Jentzsch; and the City Manager, Arlene Loble. Councilman Richard Martinez and Mayor Green were excused. A motion was made by Councilman Lewis that Councilman Wells act as Mayor Pro Tem. Councilman Alvarez seconded the motion; the motion carried.

Regarding the minutes of 2 October 1980, Councilman Shellenberger asked that the amount to be paid under the Banberry Water Agreement which was not to be reimbursed be included in the minutes. Councilman Lewis made a motion to approve the minutes as amended. Councilman Alvarez seconded the motion; the motion carried.

The council questioned checks #872 and #8227. As the Finance Director had not yet arrived, Councilman Alvarez made a motion to approve the Summary of Verified Bills in the amount of \$199,191.89 for the period ending October 10, 1980, with the exception of Checks #872 and #8227. Councilman Lewis seconded the motion; the motion carried.

NEW BUSINESS

1. Liquor License Permit for Copper Bottom Inn.

Mr. S. Michael Finney appeared before the council to request their approval for a package agency and a minibottle license for a restaurant. Councilman Shellenberger made a motion to approve the liquor license for the Copper Bottom Inn. Councilman Lewis seconded the motion; the motion carried.

2. Adoption of the Mechanical Code.

At this time, the City Attorney explained to the council that the ordinance to be considered also included the Uniform Pool Code, 1979 Edition, the Uniform Sign Code, 1979 Edition, and the Uniform Solar Energy Code, 1979 Edition. Kevin Hooper of the Planning and Building Department went on to explain each of these codes. The Mechanical Code deals with heating equipment within a building assuring adequate ventilation for various types of heating equipment. The Uniform Sign Code deals with the structural requirements, how the sign is constructed, and what are the requirements for attachment to the building. The Uniform Pool Code deals with structure, drainage, and health & safety requirements of hot tubs, pools, etc. Since adoption of the Mechanical Code is the only one that appeared on the agenda, the council hesitated to adopt all four at this time. The possibility of placing the other three on the Agenda for the November 6 meeting was discussed. Councilman Shellenberger made a motion to adopt the Uniform Mechanical Code, 1979 Edition, Ordinance 80-14. Councilman Lewis seconded the motion; the motion carried.

### 3. Liquor License for the Eating Establishment.

Sherwin Baron requested the Council's approval for a mini-bottle license at 317 Main Street, The Eating Establishment, which is owned by Double E Investment LTD. Councilman Alvarez made a motion to approve the application for a package agency of Double E Investment LTD. Councilman Lewis seconded the motion; the motion carried.

### 4. Presentation by Cable Television.

At this time, Community Television of Utah presented to the council a \$75,000 Bond which they had been required to post. The money is on deposit in the form of a certificate at a local Park City bank. Continuing the presentation, several members of the company were introduced to the council, and then a demonstration of the cable television service was provided.

### 5. Petition vacating Calhoun Street.

Mr. Phillip Falk explained to the council that he was a representative of a small corporation, L'Ermitage. He went on to explain that they had purchased some property approximately ten years ago and then discovered that part of the home was on city property. They believed that there was a statute of limitations in the sense that they were not required to remove it. Since then, the home has been deteriorating and they would like to demolish it and improve the land. However, in order to do that, a little more land than they presently have is required. This is due to the parking requirements. He also pointed out that their property abuts the street. Mr. Falk has been to Coalville but has not found any evidence of action that may or may not have been taken in regard to previous vacation of the street. Sweetwater, the adjacent property owner, is now in Phase III of plans which call for constructing across the street. The property owned by L'Ermitage is located at 1287 Empire Avenue on the same side as Sweetwater Lift Lodge immediately to the north between Sweetwater and the pump house. About fourteen or fifteen feet encroaches.

At this time, Councilman Wells noted that he recalled a request by Sweetwater for the vacation of Calhoun Street; however, he could not recall whether it was ever acted upon. Councilman Alvarez had the minutes of the request for vacation, but she was unable to find if it had ever been acted on.

Mr. Falk continued by reading the petition which stated that Bush & Gudgell had conducted a survey of the property. (A copy was attached and submitted to the council with the petition.) According to the survey, the house built on the property encroaches upon a portion of Calhoun Street also known as 13th Street. Petitioner desires to clear title to the property on which said house is situated by petitioning the council of Park City for an ordinance vacating a portion of said street and quit-claiming to petitioner a tract of land described in the petition. Petitioner desires to develop and improve said described property to improve the overall appearance of the neighborhood. The property is not now used as a public thoroughfare.

Councilman Alvarez stated that it has been common practice to close the street and sell the property. She asked Mr. Falk if he was willing to make the city an offer for the property. Mr. Falk stated that he had reason to believe that Park City, if the property is of no value to Park City, would just give up the property; that is what they are asking for. However, if



quit-claiming is contrary to any of the city's codes, he would consider making an offer.

Councilman Wells suggested that it be determined if anything happened on the previous Sweetwater application.

6. Resolution closing a portion of Norfolk Avenue.

The portion of Norfolk to be closed is described as, ". . . from the front of Block 19, Lot 6, Northwest through 14th Street and continuing on from the north side of 14th from Block 21 through Lot 24". The city attorney stated that, in compliance with the state law concerning closure of streets, a petition from all abutting property owners would be required so that there will be no adversely-affected property owners. Councilman Alvarez asked for a response from the property owners who were present. It was pointed out that some of the property has been closed once before but never deeded. Councilman Alvarez made a motion to close the portion of Norfolk in front of Lot 6, Block 19, Northwest through to 14th Street and continuing on from the north side of 14th from Block 21 through Lot 24. Councilman Shellenberger seconded the motion; the motion carried. A property owner, Mrs. Yates, was concerned whether the property was being vacated or would she have to pay the city for it. The city attorney pointed out that it was not being vacated; it is being closed. The city will have title to the street, and it may be acquired by purchase. The price would be negotiated between the city and the purchaser. Mrs. Yates was further concerned that the property might be for sale to a developer, should one be interested. The city attorney agreed that it would be available, but he did not expect that the city would sell to just anybody.

UNFINISHED BUSINESS

1. Resolution authorizing and directing the Mayor and City Recorder to execute an assignment of Water Rights with the Weber Basin Water Conservancy District.

The assignment is for 30 acre feet from North Park City Development to Park City from the Weber Basin Water Conservancy District. This is in connection with the Banberry Water Agreement and the contribution of water rights. Councilman Alvarez made a motion to adopt the resolution. Councilman Lewis seconded the motion; the motion carried.

2. Prospector Square commercial parking.

A document was distributed relating to parking in Prospector Square commercial area. The Prospector Square Commercial Area lot owners adopted the amendment with a change which adds a subparagraph E under the collection provision which provides that if a particular commercial lot owner constructed additional parking on his own lot, he would receive credit against the master plan for parking so constructed. This amendment to the condominium declaration establishes the procedure for development of additional parking, if needed. In the paragraph that relates to purchase or construction of parking it refers to the ". . . now current standards of the city. . ."; the council feels that this should be changed to the ". . . then current standards of the city. . .". The property owners want some indication from the city that adopting this amendment would get the property developable. Councilman Shellenberger made a motion to accept the amendment. Councilman Alvarez seconded the motion; the motion carried.

2. Brent Gold, condominiumization approval for Aspen Grove.

Mr. Gold stated that he had spoken with Ron Ivie concerning his objections to condominiumization approval for Aspen Grove. At this time, the council had before them a letter from Mr. Ivie withdrawing any objections pursuant to an agreement reached with the owner/developer/contractor of the project to perform. Councilman Alvarez questioned whether that agreement constituted a contract. Mr. Gold did not know, but he felt the agreement was binding. Councilman Alvarez made a motion to approve condominiumization of Aspen Grove on conditions of the contract between the developer and the city. Councilman Lewis seconded the motion; the motion carried.

CORRESPONDENCE

1. Inducement Resolution for an Industrial Revenue Bond for the Office Warehouse Project to the west of Prospector Square.

It has been requested that this appear on the agenda for November 5, 1980, City Council meeting.

COMMITTEE REPORTS

1. Tom Shellenberger: No Report.

2. Helen Alvarez: Dan & Priscilla Willard want to build on the second floor of their building, between Main Street and Swede Alley, above city property. This involves approximately 1,100 square feet. There was a question as to what kind of arrangement they desired, lease of the air space, purchase, etc. Councilman Alvarez pointed out that the property was going to be condominiumized and, rather than dealing with various property owners, it would be her recommendation to sell it. She suggested that the Willards give the city a public easement on the ground level and the city would make some consideration in the price. At this time, Councilman Wells noted that he had received an essentially identical request from Jim Carr with respect to another building. It was the consensus of the council that these two men appear before the council, personally, to discuss the issue.

Councilman Alvarez reported that John Price had been to see her regarding Prospector Park. She learned that certain promises and agreements made by Murray First Thrift were superseded by the 2% Impact Fee Agreement adopted April 25, 1975. However, after April, 1975, Marvin Steadman made promises to the Planning Commission. Therefore, Councilman Alvarez feels that the impact fee was not intended to take care of all the open space, park land, or playground space. There was a question as to whether Park City was ever deeded the water rights. She has received a letter and copies of the certificates for 55 shares of Weber-Davis water, and we are taking that water from the Pacific Well. She has received a letter from David Church concerning what can be done. She has researched the business license, and she would like a resolution tonight for some action. The license ordinance states that no license granted or issued under provisions of the ordinances of the city shall be deemed to be assignable or transferrable or to authorize any person other than the person therein mentioned or named to do business. If ownership of the condominium complex and athletic complex has been transferred, the new owner needs to apply for a license. She also questioned whether the new operators should



be granted a license. If the old owner still owns a portion of the operation, the license may be revoked. The ordinance provided for such revocation after notice and hearing. Councilman Alvarez is particularly concerned about the ten-acre park and the stream. A review of the official minutes of the City Council and of the files did not show that a valid license had ever been issued to Prospector Square Convention Center. Councilman Alvarez further recommended that, should the operating owner of the complex apply for a business license, the building be inspected by Ron Ivie for compliance with the Uniform Building Code.

Our present subdivision ordinance says that if there are no provisions for the completion of the improvements, that no building permits shall be issued in the subdivision. It is illegal to issue a building permit. Since there is no bond for Phase II, Councilman Alvarez recommended that the city stop issuing building permits until such time as they have a bond unless the subdivision ordinance that they came under does not have that provision. The bond will include \$13,600 for the buffer strip. Councilman Alvarez made a motion to institute an action against Prospector Associates and such other parties which are found to be involved for the stream improvements in Prospector Park Phases I, II, & III, and the Learning & Cultural Center Condominiums. Councilman Shellenberger seconded the motion; the motion carried.

### 3. Tina Lewis:

She distributed a copy of the new patron policy and circulation policy for the library. She expects the most controversial aspect will be that customers outside of the taxing district pay for a library card since the library is supported by city funds only and receives no funds from the county. The fee will be \$10 annually.

The library has received a new set of 1980 encyclopedias.

She thanked the Park City Women who put on the Park City Sock Hop. The proceeds will go to the library and handicapped children.

The recreation survey done by BYU has been received.

At this time, Councilman Lewis welcomed the new City Manager, Arlene Loble, and congratulated Councilman Wells on the arrival of a new baby daughter October 8.

Councilman Lewis thanked everyone who made the Oktoberfest a success.

Dr. Robert Winn has been appointed to the County Health Board to represent Park City.

A report was received from the Golf Course Committee; it was referred to the City Manager.

CITY ATTORNEY

No Report.

CITY MANAGER

The City Manager discussed ballot issues, Initiatives A & B and Proposition II, and discussed the consequences to the city should these pass.

She also explained that bus service would be cut off from the last week of October until Thanksgiving weekend to get the buses cleaned up and ready for the ski season.

The city council meeting was adjourned at 9:50 p.m.

At this time, the Redevelopment Authority convened a public input hearing to receive comments on the Historic Main Street Redevelopment Plan.

## REDEVELOPMENT AUTHORITY

## PUBLIC HEARING

## HISTORIC MAIN STREET REDEVELOPMENT PLAN

The Master Plan for Redevelopment of Historic Main Street was prepared by Muir Chong & Associates. The nature of the plan was stressed as being conceptual and not considered to be the ultimate plan and structure for revitalization of the Main Street Area. Comment from the citizens was invited. One citizen was concerned about the properties scheduled for acquisition by the Redevelopment Authority as one of them belonged to him. He was assured that the diagram in the plan was general, not specific, and therefore, not absolutely accurate. Other comments received concerned the critical need for signage, parking, retention of city-owned property behind the Silver Wheel Theater for a minipark, and acquisition of the Marsac School.

Councilman Lewis made a motion to adjourn the hearing. Councilman Shellenberger seconded the motion; the motion carried.

The hearing adjourned at 11:00 p.m.



RESOLUTION

Resolution No. 11-82

A Resolution Authorizing a Property  
Trade on Norfolk Avenue in Park City

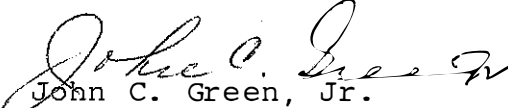
WHEREAS, the City Council of Park City, Utah, did authorize the transfer of city-owned land on Norfolk Avenue, to Richard and Kit Davies, and, property belonging to the Davies to be accepted by the city, and,

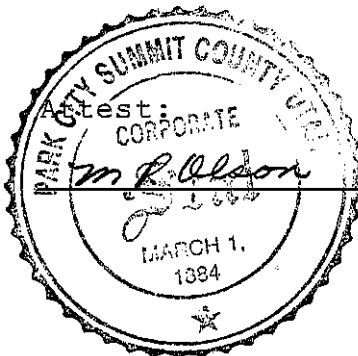
WHEREAS, the transfer will benefit the citizens of Park City, and the future planning of streets within the city.

NOW THEREFORE BE IT RESOLVED by the City Council of Park City, Utah, that the City Attorney is authorized to have executed the deeds to accomplish this transfer of land, which descriptions are attached hereto.

PASSED AND ADOPTED this 22nd day of April, 1982.

PARK CITY MUNICIPAL CORPORATION

  
John C. Green, Jr.  
Mayor



Recorded at Request of \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
Mail tax notice to Richard and Kit Davis Address 4601 Barreville Rd  
Crystal Lake, IL 60014

QUIT-CLAIM DEED  
[CORPORATE FORM]

PARK CITY MUNICIPAL CORPORATION, a corporation  
organized and existing under the laws of the State of Utah, with its principal office at \_\_\_\_\_  
\_\_\_\_\_, of County of \_\_\_\_\_, State of Utah,  
grantor, hereby QUIT CLAIMS to

RICHARD B. DAVIES AND KIT S. DAVIES \_\_\_\_\_ grantee  
of \_\_\_\_\_ for the sum of  
DOLLARS,

the following described tract of land in \_\_\_\_\_ County,  
State of Utah:

Beginning at the Northerly most corner of Lot 5, Block 78, Park City Survey,  
and running thence North 66° 22' East, 10 feet, thence South 23° 38' East along  
a line 10 feet off set and parallel to the westerly line of Norfolk Avenue as  
plotted, 37.23 feet to a point which is 10 feet, more or less, Northwesterly  
from an existing retaining wall along the Northwesterly line of existing Norfolk  
Avenue, thence South 15° 42' 30" West, more or less, parallel with said retaining  
wall 15.77 feet to the Northeasterly line of Lot 4, said Block 78, thence North  
23° 38' West along the easterly line of Lots 4 and 5, said Block 78, 49.43 feet  
to the point of beginning.

Containing 433.30 square feet.

The officers who sign this deed hereby certify that this deed and the transfer represented  
thereby was duly authorized under a resolution duly adopted by the board of directors of the  
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed  
by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19

Attest: \_\_\_\_\_  
Secretary.  
[CORPORATE SEAL]

By \_\_\_\_\_ Company  
X *John C. Green*  
*Mayer* President.

STATE OF UTAH, }  
County of \_\_\_\_\_ } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, A. D.  
personally appeared before me \_\_\_\_\_ and  
who being by me duly sworn did say, each for himself, that he, the said \_\_\_\_\_  
is the president, and he, the said \_\_\_\_\_ is the secretary  
of \_\_\_\_\_ Company, and that the within and foregoing  
instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors and said \_\_\_\_\_ and  
each duly acknowledged to me that said corporation executed the same and that the seal affixed  
is the seal of said corporation.

\_\_\_\_\_  
Notary Public.  
My commission expires \_\_\_\_\_ My residence is \_\_\_\_\_



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

Recorded at Request of \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_

Mail tax notice to Park City Mun. Corp. Address P.O. Box 1480, Park City 84060  
(EXEMPT)

QUIT-CLAIM DEED

RICHARD B. DAVIES AND KIT S. DAVIES  
of \_\_\_\_\_, County of \_\_\_\_\_, State of Utah, hereby  
QUIT-CLAIM to \_\_\_\_\_ grantor

PARK CITY MUNICIPAL CORPORATION  
of \_\_\_\_\_ for the sum of  
DOLLARS, grantee

the following described tract of land in \_\_\_\_\_ County,  
State of Utah:

Beginning at the Southeasterly most corner of Lot 3, Block 78, Park City Survey, and running thence South 66° 22' West along the southerly line of Lot 3, 20.96 feet to a point which is 10 feet, more or less, northwesterly from an existing retaining wall along the northwesterly line of existing Norfolk Avenue, thence North 15° 42' 30" East, more or less, parallel with said retaining wall, 33.07 feet, more or less, to the northeasterly line of said Lot 4, said Block 78, thence along said northeasterly line of Lots 4 and 3, South 23° 38' East, 25.57 feet to the point of beginning.

Containing 267.96 square feet.

WITNESS the hand of said grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand nine hundred and \_\_\_\_\_

Signed in the presence of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_

*Don't sign this one.*

STATE OF UTAH, } ss.  
County of \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_ A. D. one  
thousand nine hundred and \_\_\_\_\_ personally appeared before me

the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

My commission expires \_\_\_\_\_ Address: \_\_\_\_\_ Notary Public.

CITY COUNCIL MEETING  
PARK CITY, UTAH  
APRIL 22, 1982

Mayor Green called the meeting to order at 5 p.m. in the Memorial Building in Park City, Utah on April 22, 1982. Members present were Bob Wells, Tina Lewis, Tom Shellenberger, and Bill Coleman. Helen Alvarez was absent. Also in attendance was Mayor Green; Arlene Loble, City Manager; Tom Clyde, City Attorney; Ron Ivie, Chief Building Official; and Mike Vance, Community Development Director.

PUBLIC HEARING - Snow Creek Supplemental Annexation Policy Declaration

1. Mayor Green opened the Public Hearing on Snow Creek Annexation. Arlene Loble informed the audience and Council that the formal presentations on annexation should be postponed until next week, however because it is scheduled on the agenda for this meeting, anyone who would like to comment may and Council would entertain their comments. There was no response from the audience. Bob Wells, "I move we continue the Public Hearing on Snow Creek Annexation until April 29th". Tom Shellenberger seconded. Motion carried.

PUBLIC HEARING - Old Sewer Plant Site Supplemental Annexation Policy Declaration

2. Mayor Green opened the Public Hearing on the Old Sewer Plant Site Supplemental Annexation Policy Declaration. The City Manager clarified that the property involved is already within the city. The land was given to the city by the Armstrong family, but was never formally annexed into the city. The zoning of this property is ROS. There was no response from the audience. The Mayor declared the Public Hearing closed.

APPROVAL OF THE MINUTES of April 8, 1982

Mayor Green questioned the last paragraph on Page 3, first sentence. It was decided that because interpretation was lost in transcription that that sentence be replaced by, "Arlene Loble explained that the past cost of operating expenses did not come off the tax roles, but the water fund was paying for the cost of the general obligation bonds of the Water Department". Tom Shellenberger pointed out that on Page 6, first paragraph under the subject of industrial revenue bond inducement resolution, that a motion was omitted which died for lack of a second. The inserted correction shall read, (Tom Shellenberger, "I move we approve the Industrial Revenue Bond Inducement Resolution in the amount of \$10 million to finance construction of retail and commercial projects on Main Street for Silver Mill of Park City". Motion died for lack of a second.) Tom Shellenberger, "I move we approve the Minutes as corrected. Bill Coleman seconded. Motion carried.

APPROVAL OF VERIFIED BILLS AND PRIOR CHECKS WRITTEN

The City Manager explained the new computer format for presentation and recordkeeping practices of the Finance Department. Bob Wells, "I move approval of the Verified Bills and Checks Written". Bill Coleman seconded. Motion carried.

ABB923



PUBLIC COMMUNICATIONS AND PETITIONS

1. Request for Class C Beer Permit for Ryan's of Park City at 541 Main Street - The City Manager asked Doug Ryan, representing the establishment whether a building permit has been obtained. Mr. Ryan explained that the demolition permit has been obtained, or is available to the contractor and it was the contractor's feeling that there would be no problem obtaining the building permit for remodeling. The size of the premises was in question and may conflict with the city's code for issuance of an occupancy permit. The City Manager suggested that the issuance of the permit be postponed, until review of compliance of the code. Bob Wells, "I move approval of the permit conditional upon the compliance and issuance of the occupancy permit". Bill Coleman seconded. Motion carried.

2. Plat Approval for the Village Loft Condominiums - Mike Vance explained that there are no bondable improvements for this 18 unit project, however there is an agreement which is in its final stage. When the agreement is signed between the city and Jack Davis, it will contain all of the improvement specifications required. Bill Coleman, "I move we approve the plat for the Village Loft Condominiums". Bob Wells seconded. Motion carried.

COMMUNICATIONS AND REPORTS FROM COUNCIL

None before Council.

RESIGNATIONS AND APPOINTMENTS

None before Council.

ORDINANCE

An Ordinance Creating an Employee Transfer and Discharge Appeals Board in Park City, Utah - It was recommended several weeks ago that this matter be postponed until certain revisions could be proposed. The current ordinance requires that employees be elected at large among city employees, since the Public Works or Police departmental memberships vastly outnumber other city divisions, representational format changes are proposed. Further, when there is an appeal to be heard from within a division where two employees work together and one of the employees is on the Board, the appealing employee is put in an awkward position. The third proposal is the recommendation of that would allow for the election of two employees and one supervisor from the four divisions (Community Development, Police Department, Public Works Department, and General Services - all others that do not fall in the abovementioned three categories). This body will also have an advisory capacity for personnel recommendations to the City Manager. Tina Lewis, "I move approval of the ordinance creating an Employee Transfer and Discharge Appeals Board in Park City". Bob Wells seconded. Motion carried.

PUBLIC INPUT

Mayor Green inadvertently did not open the Public Input session of the meeting, and asked if there were any items on the agenda that the audience would like to address. At this time, it was pointed out that Public Hearing on the water rate structure will be held at next's week meeting. No response from the audience.

UNFINISHED BUSINESS

1. Industrial Revenue Bond Inducement Resolution in the amount of \$10,000,000 to finance construction of retail and commercial projects on Main Street for Silver Mill of Park City - It was Bob Wells feeling that the architectural treatment of the project was a consideration of the Planning Department and the Historic District Commission and that the matter for before Council consideration is the revenue bonding. It was Ms. Lewis' opinion, that approval of the bond would be endorsement of the project, which she feels is not complimentary to the historical district of Park City. Mr. Heaton, representing Silver Mill, explained that the plans are not final and may very well alter. Tom Shellenberger, "I move that we approve the Industrial Revenue Bond Inducement Resolution for the Silver Mill project". Bob Wells seconded. Motion carried. Bill Coleman clarified that he has represented the sellers but not the developers.

|               |        |
|---------------|--------|
| Lewis         | Nay    |
| Wells         | Yea    |
| Shellenberger | Yea    |
| Coleman       | Yea    |
| Alvarez       | Absent |

2. A Resolution reaffirming the intention of Park City, Utah to issue one or more issues of industrial development revenue bonds to finance the acquisition of recreational and commercial facilities by Deer Valley Resort Company in the amount of \$12,000,000 - It was recommended to table this matter. Tina Lewis, "I so move". Bill Coleman seconded. Motion carried. There was discussion regarding abstention and vote for tabling. Based on advice from counsel, the vote stood.

3. A Resolution authorizing a land trade between Park City Municipal Corporation and Richard and Kit Davies for property on upper Norfolk - Bill Coleman, "I move we adopt a resolution authorizing a land trade between Park City Municipal Corporation and Richard and Kit Davies". Tina Wells seconded. Motion carried.

#### NEW BUSINESS

1. A Resolution authorizing the condemnation of real property owned by Huntsman-Christensen needed for the U-224 Belt Route right-of-way - The parcels include two Huntsman-Christensen tracts, and the Park City Depot/Sweetwater tract. Tom Clyde recommended that Council approve the condemnations on the three Huntsman-Christensen parcels, and the two other condemnations required for the U-224 Belt Route right-of-way will be acted on at a future date. Tom Shellenberger, "I move we approve the Resolution authorizing the condemnation of real property owned by Hutsman-Christensen for the U-224 Belt Route". Bob Wells seconded. Motion carried.

|               |                                              |
|---------------|----------------------------------------------|
| Lewis         | Yea                                          |
| Alvarez       | Absent                                       |
| Wells         | Yea                                          |
| Shellenberger | Yea                                          |
| Coleman       | Abstention, for reasons of secured interests |

2. Resolution authorizing the filing of civil complaints for violations of the dangerous building code - There have been numerous requests by the Building Department to owners of burned out or ruined abandoned buildings to abate the nuisance, with no response. The City Attorney request approval of the Council to file complaints against



the owners of these properties. The properties involved are (1) 1005 Park Avenue (Otto Carpenter), (2) 1049 Norfolk (Todd and Spencer Nelson), 933 Norfolk (Renea and Gilbert Martinez), (3) 1020 Norfolk, and (4) Upper Daly Avenue. The last two appear to be on the United Park City Mines land. Ron Ivie, Chief Building Official, discussed the potential dangers of abandoned ruined structures in Park City, and recommended Council's approval of the resolution for authorization to proceed in a legal fashion to eliminate such hazards. Bob Wells, "I move adoption of this Resolution". Tom Shellenberger seconded. Motion carried.

3. Approval of a lawsuit settlement in Greer vs. Park City Municipal Corporation regarding the Main Street sidewalk - This matter has been discussed in detail in Council work sessions. The lawsuit involves the award of a contract for the repavement of the sidewalk. Because the city was unable to perform and fulfill the contract at that time, it is proposed that contractor be awarded \$2,000. Bob Wells, "I move we approve the settlement between Greer and Park City". Tom Shellenberger seconded. Motion carried.

4. Approval of the authorization of initiation of nuisance action against the owners of Whisky Springs Project (Park Avenue adjacent to Silver King Bank) - The project area presents a hazard because the foundation hole has been dug, but over the last several months, no work has progressed, leaving the hole open and potentially dangerous. Tom Clyde discussed the communication from the owner of the property, who assured the city that through renewed financial arrangements, commencement of the project will be forthcoming. However, the City Attorney, recommended Council action since their permits have lapsed. Ron Ivie detailed the hazards to adjacent properties involved and also recommended Council action. Tina Lewis, "I move approval of the of the authorization of initiation of nuisance action against the owners of Whisky Springs Project". Tom Shellenberger seconded. Motion carried.

5. Approval of authorization to take appropriate action regarding the Park Avenue road failure - Tina Lewis, "I move tabling Item No. 5 of authorization to take appropriate action regarding the Park Avenue road failure". Bob Wells seconded. Motion carried.

6. Approval for termination of the maintenance contract with the Fire Protection District - The contract provides that the Fire District vehicles will be maintained by the city shops for \$25.00 per hour for labor and the cost of parts. The contract further provides that if either party is dissatisfied with the arrangement, the contract may be terminated upon 30 days notice. The District has demanded reimbursement for damages incurred to a pumper truck when it was left outside in the cold at the city shops and the pump froze. However, the city has never billed the District for repairs and the relationship between the city and the District does not appear to be beneficial for either party, and it is the City Attorney's recommendation to terminate the contract. Tom Shellenberger, "I move we terminate the contract with the Fire Protection District". Tina Lewis seconded. Motion carried.

7. Resolution in Recognition of the City Recorder, Marlene Olson - This agenda item was not placed on the agenda. Mayor Green read the resolution. This resolution was passed unanimously.

RECALL OF UNFINISHED BUSINESS

Bob Wells, "I move we recall the item considering the industrial revenue bond inducement resolution at Silver Mill of Park City". Tom Shellenberger seconded. Bill Coleman asked that because in his own mind, he would like further review of the matter, he asked that this item be tabled or postponed. It was suggested that a motion be made again for the record. Tom Shellenberger, "I move that we approve the inducement resolution for the Silver Mill \$10 million industrial bond". Bob Wells seconded. Motion not carried.

|               |                                                                   |
|---------------|-------------------------------------------------------------------|
| Lewis         | Nay                                                               |
| Shellenberger | Yea                                                               |
| Wells         | Yea                                                               |
| Alvarez       | Absent                                                            |
| Coleman       | Abstention, because of<br>confusion regarding<br>agency relations |

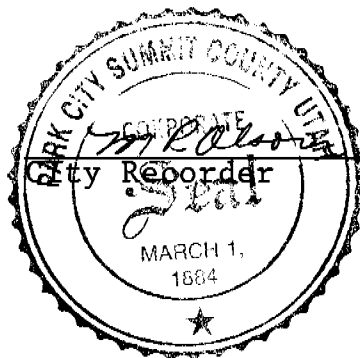
The meeting was adjourned.

\* \* \* \* \*

MEMORANDUM OF EXECUTIVE SESSION AT CITY HALL  
AT 1:00 P.M. ON APRIL 22, 1982

|                     |                                               |
|---------------------|-----------------------------------------------|
| Members Present:    | Mayor Green                                   |
| (motion to open)    | Bill Coleman                                  |
| (motion to close)   | Tina Lewis                                    |
|                     | Tom Shellenberger                             |
| Members Absent:     | Helen Alvarez                                 |
| Also Present:       | Arlene Loble, City Manager                    |
|                     | Tom Clyde, City Attorney                      |
|                     | Mike Vance, Community Development<br>Director |
| Subjects Discussed: | Pending litigation<br>Park Avenue             |

Prepared by Janet M. Scott





**AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION PLAT LOCATED AT  
1314 & 1350 EMPIRE AVENUE, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Knudson Subdivision located at 1314 & 1350 Empire Avenue, have petitioned the City Council for approval of the Knudson Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 29, 2014 to receive input on the proposed subdivision;

WHEREAS, on January 29, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 13, 2014 the City Council held a public hearing on the proposed Knudson Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Knudson Subdivision.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Knudson Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. On December 31, 2013, the applicants submitted an application for a plat amendment to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 square feet into three (3) lots of record.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and compliance with the northerly side and rear yard setbacks for the Acorn Inn.

4. The application was deemed complete on January 7, 2014.
5. As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office.
6. The Planning Director made a determination on January 23, 2014 and the Planning Commission voted to support the determination that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only.
7. The RC zone requires a minimum lot area of 1,875 square feet.
8. Lots A and B have frontage on and access from Empire Avenue. Lot C has frontage on and access from Norfolk Avenue.
9. The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft.
10. Lot A is intended to be used for a future RDA pedestrian connection between PCMR and Miner's Hospital. The Acorn Inn will remain on Lot B. Lot C is vacant.
11. The proposed plat amendment does not create any new non-complying or nonconforming situations.
12. The plat amendment secures a public snow storage easement across the frontage of Lot A on Empire Avenue.
13. The amendment of eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW would be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots.

Conclusions of Law:

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



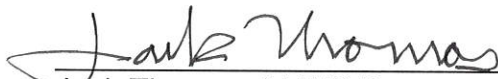
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment 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 amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of February, 2014

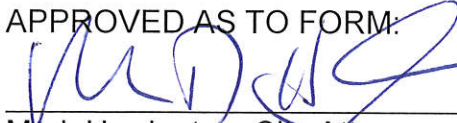
PARK CITY MUNICIPAL CORPORATION

  
\_\_\_\_\_  
Jack Thomas, MAYOR

ATTEST:

  
\_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

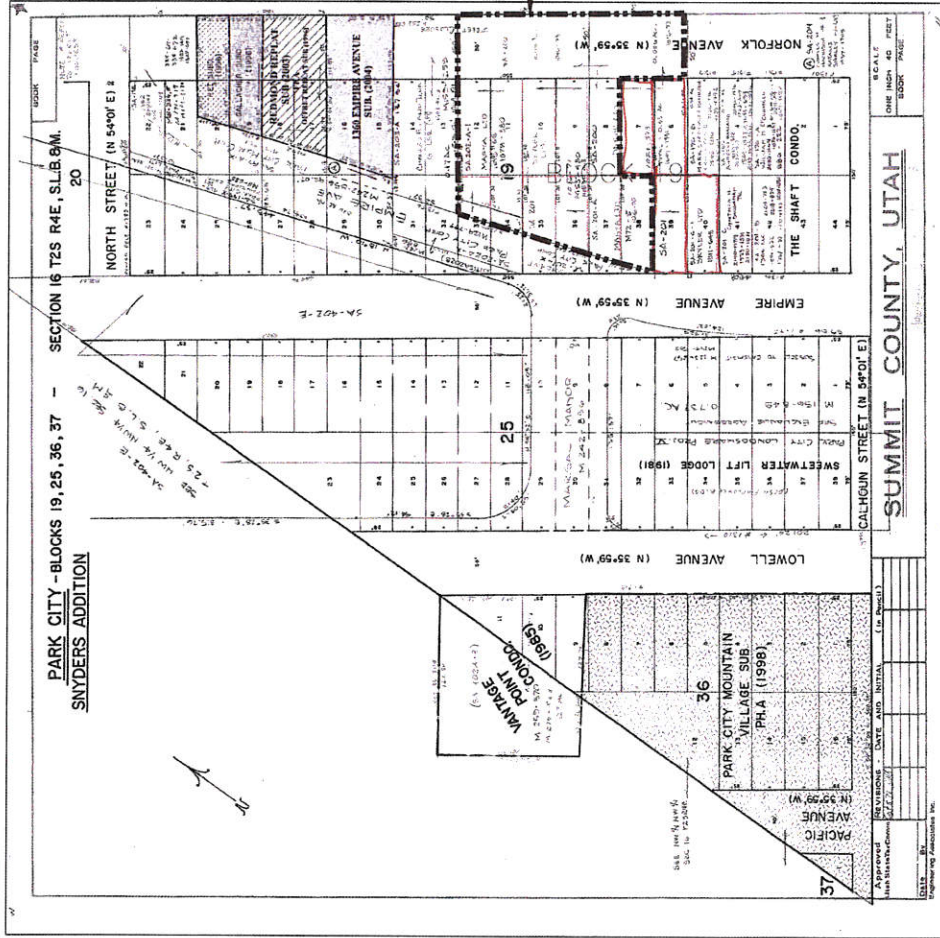
  
\_\_\_\_\_  
Mark Harrington, City Attorney







# EXHIBIT B



## KNUDSON SUBDIVISION

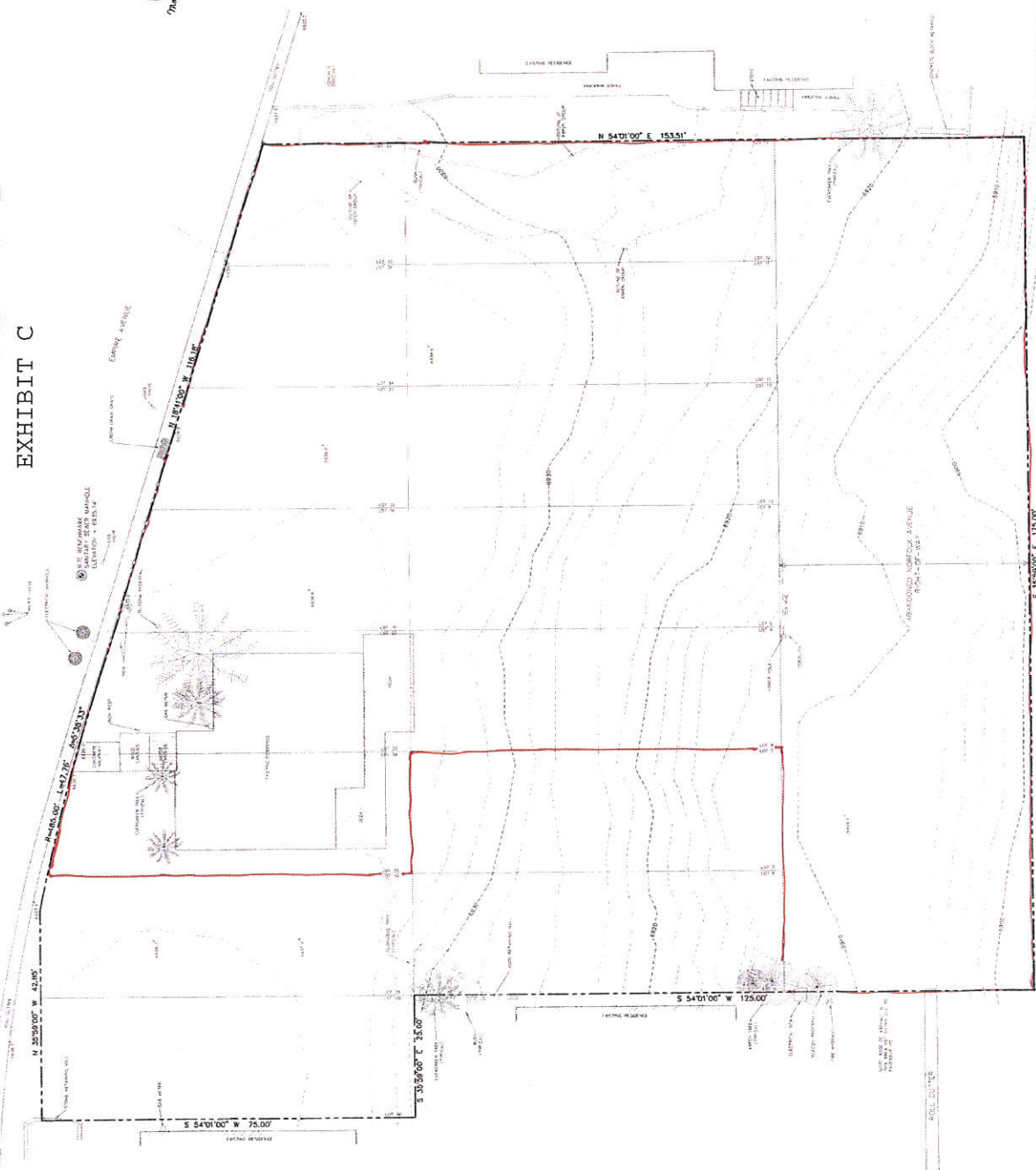
LOCATED IN SECTION 16  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



NOTE:  
1. In addition to lots in this subdivision, Lots 6 & 7 and Lots 38 & 40, are owned by Gary Knudson, under the entity, Snyder - 10.

|                |                              |                                                           |       |
|----------------|------------------------------|-----------------------------------------------------------|-------|
|                | STAFF:                       | OWNERSHIP PLAT                                            | SHEET |
|                | STEVE SCHULER<br>SURVEILLING | KNUDSON SUBDIVISION<br>SNYDER'S ADDITION                  | 1     |
| DATE: 12/31/13 |                              | FOR: HMC                                                  | OF    |
|                |                              | JOB NO.: 6-12-13                                          | 1     |
|                |                              | FILE: K:\Snyder's Addition\wg\wg12013\08-113-supplier.dwg |       |

# EXHIBIT C



## SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that I am a registered land surveyor in the State of Utah. I further certify that this topographic map was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I further certify that this topographic map is a true and correct representation of the land and its improvements as shown on the ground and as shown on the surveying instruments used by me or under my direct supervision.



1-24-14

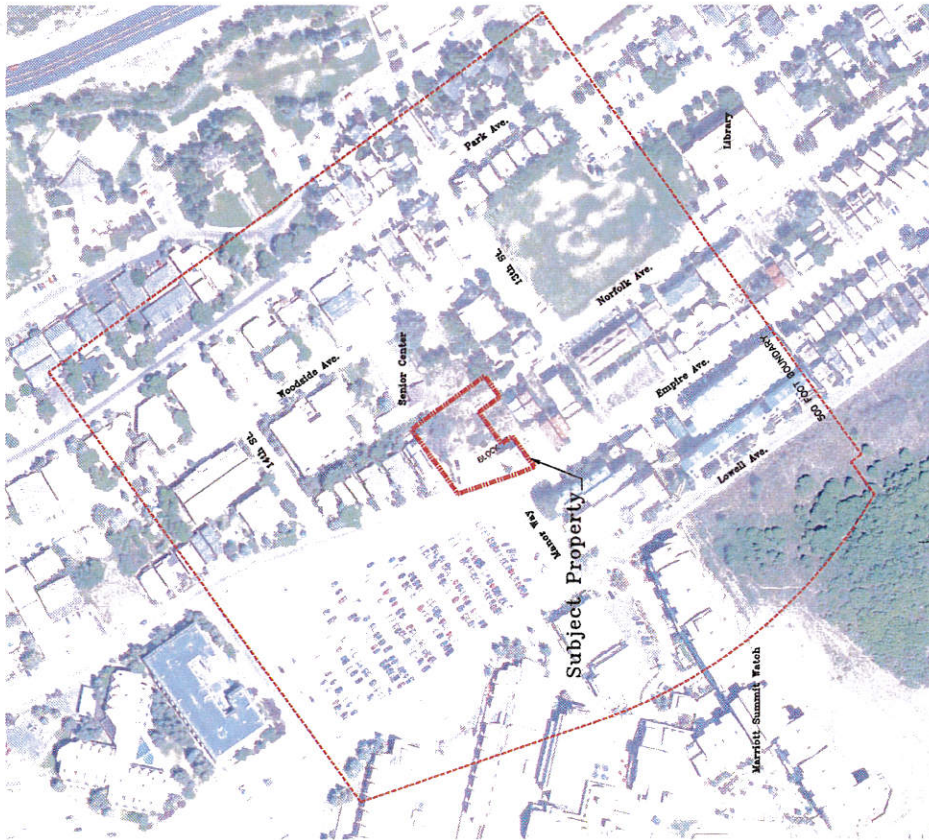
## NOTES

1. Site boundaries, Sniders, Sniders Addition.
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on or about 7/1/2014.
4. Property corners were not set.
5. Some corners of the map are approximately 1/2" off from the true position. This survey, in relation, measuring measurement and/or conditions may not meet the true survey or not shown on this map.

|                                                                    |  |                                                                                                                                     |                              |
|--------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>STAFF:</b><br>MARSHALL KING<br>JEFFREY HARRIS<br>HARRISON HOLLY |  | <b>EXISTING CONDITIONS &amp; TOPOGRAPHIC MAP</b><br>BLOCK 19, SNIDERS ADDITION                                                      | <b>SHEET</b><br>1<br>OF<br>1 |
| <b>DATE:</b> 1/24/14                                               |  | <b>FOR:</b> PARK CITY MUNICIPAL CORPORATION<br><b>JOB NO.:</b> 6-12-13<br><b>FILE:</b> C:\Users\jking\Documents\6-12-13\6-12-13.dwg |                              |



# EXHIBIT D

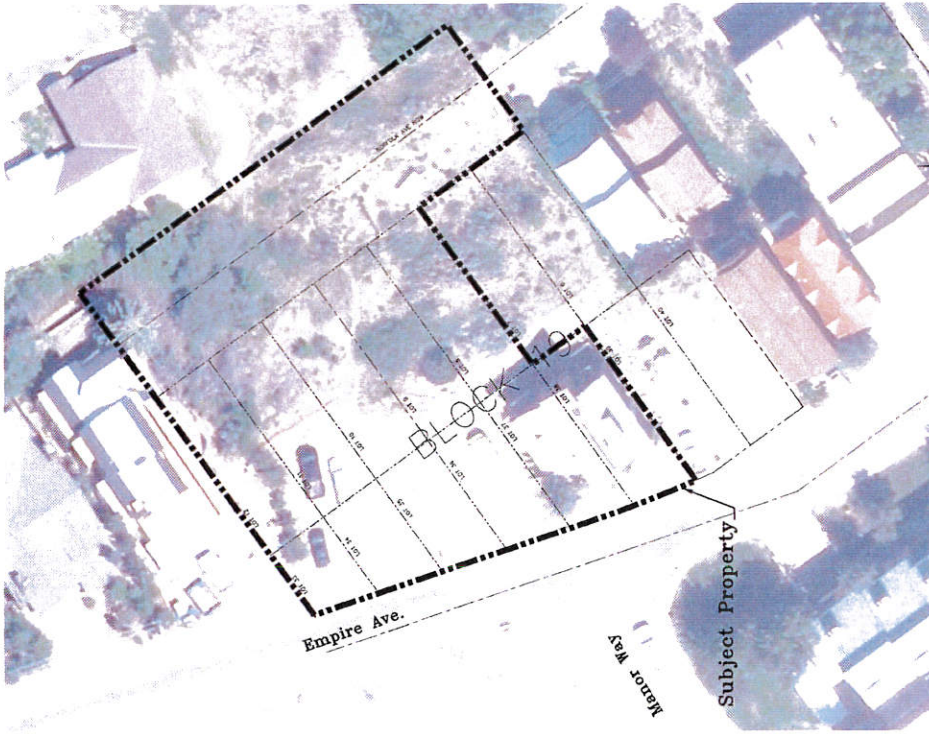


500 FOOT EXHIBIT



## KNUDSON SUBDIVISION

LOCATED IN SECTION 16,  
TOWNSHIP 2 SOUTH, RANGE 14 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



20 SCALE SITE PLAN

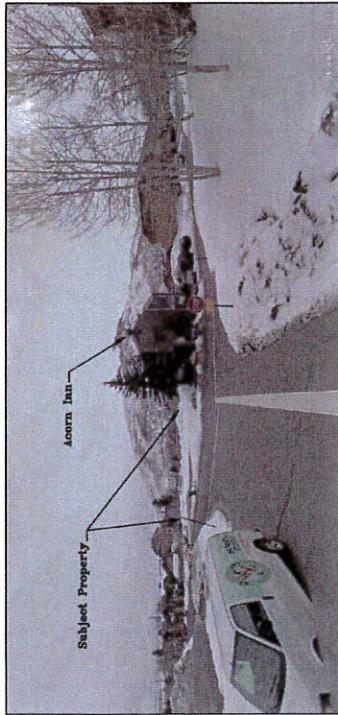


|                                       |                                      |                                          |       |
|---------------------------------------|--------------------------------------|------------------------------------------|-------|
|                                       | STAFF:                               | ORTHOPHOTOS                              | SHEET |
|                                       | KNUDSON SUBDIVISION<br>MARSHALL WING | KNUDSON SUBDIVISION<br>SNYDER'S ADDITION | 1     |
| FOR: KNUC                             |                                      | JOB NO.: 6-12-13                         | OF    |
| CONSULTANTS: KNUC & SNYDER'S ADDITION |                                      | FILE: 13/Snyder's Addition.dwg           | 1     |
| DATE: 12/23/13                        |                                      |                                          |       |

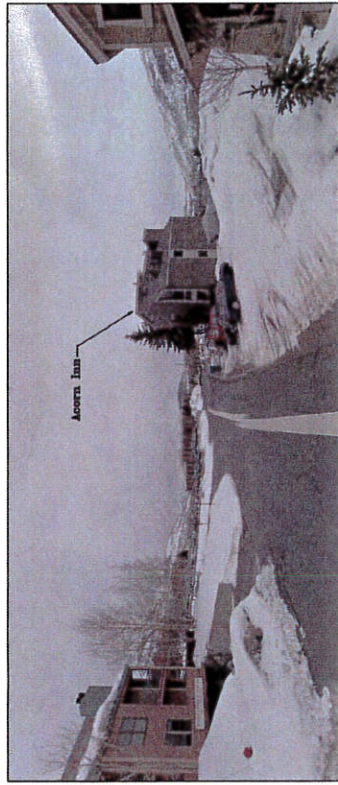
NOTE:  
1. In addition to Lots in this subdivision, Lots 6 & 7 and  
Lots 30 & 40, are owned by Cory Knudson, under the  
entity, Snyder L.D.



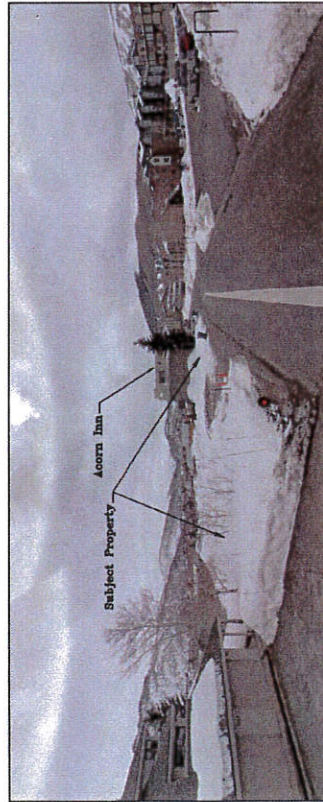
# EXHIBIT E



LOOKING EAST FROM MANOR WAY



LOOKING NORTH FROM EMPIRE AVE.



LOOKING SOUTH FROM EMPIRE AVE.



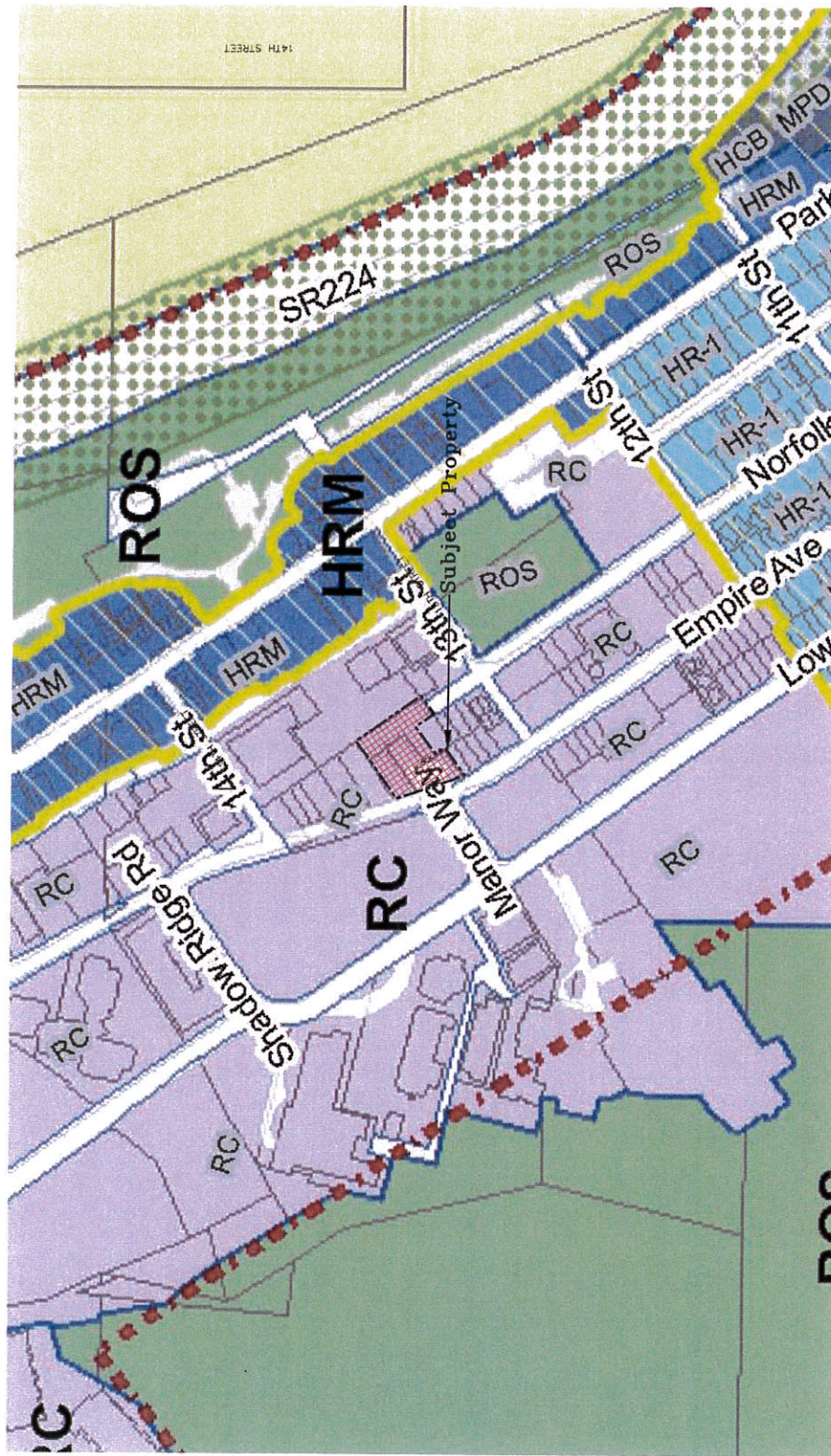
LOOKING WEST FROM NORFOLK AVE.

RECEIVED  
DEC 31 2013

|                                        |  |                                                                                                                                       |                       |
|----------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                        |  | STATE OF NEW YORK<br>DEPARTMENT OF ENVIRONMENTAL CONSERVATION<br>DIVISION OF LAND USE AND PLANNING<br>DIVISION OF PLANNING AND DESIGN | SHEET<br>1<br>OF<br>1 |
| PROJECT NO. 12-13-13<br>DATE: 12/31/13 |  | PROJECT NAME:<br>SNYDER'S ADDITION                                                                                                    |                       |
| PROJECT LOCATION:<br>SNYDER'S ADDITION |  | PROJECT DESCRIPTION:<br>SNYDER'S ADDITION                                                                                             |                       |



EXHIBIT F



KNUDSON SUBDIVISION

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



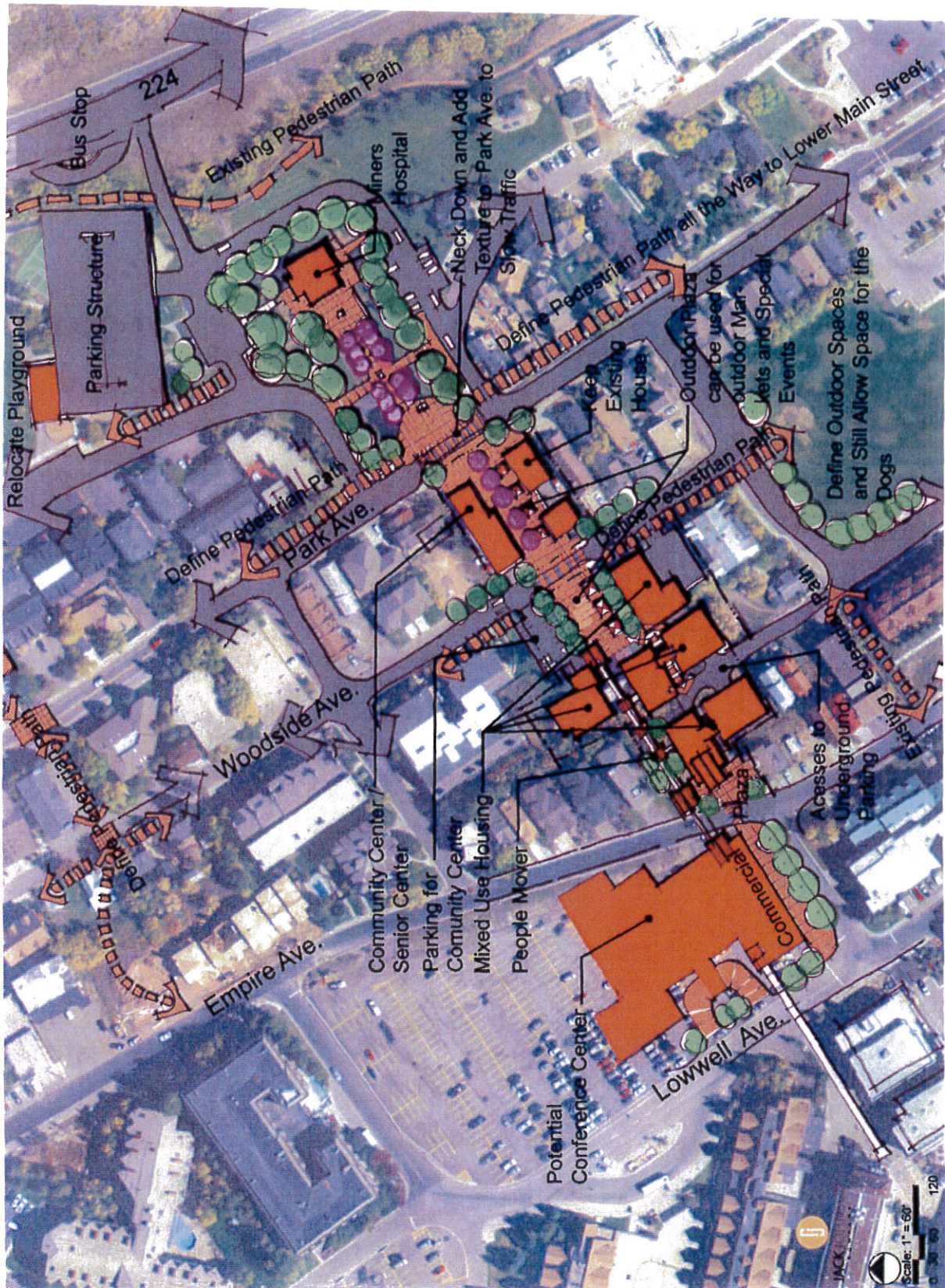
|  |                                   |                |                       |
|--|-----------------------------------|----------------|-----------------------|
|  | STAFF:<br>PLANNING<br>SUBDIVISION | DATE: 12/31/13 | SHEET<br>1<br>of<br>1 |
|  | ZONING MAP                        |                |                       |
|  | KNUDSON SUBDIVISION               |                |                       |
|  | SNYDER'S ADDITION                 |                |                       |

DEC 31 2013

RED HATCHING IS FOR ILLUSTRATIVE PURPOSES ONLY



# EXHIBIT G





# EXHIBIT H



January 23, 2014

Gary Knudson  
PO Box 511  
Park City, UT 84060

## NOTICE OF PLANNING DIRECTOR DETERMINATION

Project Address: 1314 & 1350 Empire Avenue  
Project Description: Plat Amendment  
Project Number: PL-14-02202  
Date of Action: January 23, 2014

## ACTION TAKEN BY PLANNING DIRECTOR:

Per Land Management Code (LMC) 15-7.1-6(A) an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

The Planning Director finds that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather,

1

the applicant may move forward with the request for a three lot plat amendment at 1314 & 1350 Empire Avenue only.

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. The applicants are requesting to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 acres into three (3) lots of record. Currently, the property includes Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey area of Park City.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and provide access for Lot C to Norfolk Ave.
4. New additions to the Acorn Inn would require adherence to current setbacks as required in the RC District.
5. The property at 1314 Empire Avenue is contiguous with the 2 lots (Lots 39 & 40) directly south along Empire Avenue as well as the 2 lots (Lots 6 & 7) directly south of Lot C.
6. The applicant submitted an application for a plat amendment on December 31, 2013.
7. The Planning Commission will review the application for a three (3) lot subdivision on January 29, 2014.
8. Staff learned that Gary Knudson owned the contiguous property directly south and southeast of 1314 Empire Avenue (Lots 6, 7, 39, & 40) on January 14, 2013.
9. Gary Knudson has directly expressed interest in not subdividing the other 4 lots contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40). The property contiguous to 1314 Empire Avenue is not already developed and the owner does not intend to develop this property at this time.
10. There are no existing structures on the 4 contiguous lots (Lots 6, 7, 39, & 40).

Conditions of Approval

1. All standard conditions of approval shall apply.
2. Any modifications to the property contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40) will require the applicant to submit a plat amendment application to the Planning Department.

If you have any questions regarding this determination, please don't hesitate to



contact the Planning Department at 435-615-5060.

Sincerely,

A handwritten signature in black ink, appearing to read 'Th. Eddington Jr.', with a stylized flourish at the end.

Thomas E. Eddington Jr., AICP, LLA  
Planning Director

CC: Christy J. Alexander, AICP  
Planner II

## City Council Staff Report



**Subject:** Knudson Subdivision, 1314 & 1350 Empire Avenue  
**Author:** Christy J. Alexander, Planner II  
**Date:** February 13, 2014  
**Type of Item:** Administrative – Plat Amendment  
**Project Number:** PL-14-02202

### Summary Recommendations

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision located at 1314 & 1350 Empire Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

### Description

**Applicant:** Jonathan Weidenhamer & Matt Twombly (Park City Redevelopment Authority (RDA)) and Gary Knudson, represented by Steve Schueler  
**Location:** 1314 & 1350 Empire Avenue  
**Zoning:** Recreation Commercial (RC) District  
**Adjacent Land Uses:** Single-family residential, vacation rentals, nightly rentals, duplex, condominiums, recreational open space, office space, resort commercial.  
**Reason for Review:** Plat amendments require Planning Commission review and recommendation to City Council

### Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 8-12, Lots 33-38, and the adjacent abandoned Norfolk Ave ROW of Block 19 of the Snyder's Addition to the Park City survey.

The applicant wishes to combine the lots to create three (3) new lots, one to be owned by the Park City RDA and two to be owned by Gary Knudson, the current owner of the Acorn Inn. This amendment is necessary in order for the City's RDA to move forward with a redevelopment project it has been working on since 2010 and to remove lot lines under the Acorn Inn and create compliance with the northerly side and rear yard setbacks for the Acorn Inn. The lots are currently zoned as Recreation Commercial (RC).

### Purpose

The purpose of the Recreation Commercial (RC) District is to:



- (A) Allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities,
- (B) Allow for resort-related transient housing with appropriate supporting commercial and service activities,
- (C) Encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services,
- (D) Limit new Development on visible hillsides and sensitive view Areas,
- (E) Provide opportunities for variation in architectural design and housing types,
- (F) Promote pedestrian connections within Developments and to adjacent Areas,
- (G) Minimize architectural impacts of the automobile,
- (H) Promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs,
- (I) Promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
- (J) Promote the preservation and rehabilitation of Historic Buildings.

## **Background**

The Knudson Subdivision project is located in the "Snyder's Addition" survey area. The project is located between the 13<sup>th</sup> and 14<sup>th</sup> Street blocks on both Empire Ave and Norfolk Avenue, directly across the street from Park City Mountain Resort, as shown on the enclosed ortho-photographs (Exhibit D). The proposed subdivision is comprised of Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW, approximately .64 acres. The lots comprising the proposed subdivision have, historically, been owned by Gary Knudson, under various entities, for over 40 years. In 1972 Mr. Knudson built the Acorn Inn, a small nightly rental, on Lots 37 and 38. The remaining lots are undeveloped.

On December 17, 2013, the Park City RDA entered into a Purchase and Sale Agreement with two entities controlled by Gary and Helen Knudson to purchase all of lots 10, 11, 12 and portions of Lots 9, 33, 34, 35, 36. On December 23, 2013, the Park City RDA closed on Lots 11 and 12 and portions of Lots 33 and 34. The Park City RDA and another entity controlled by Gary and Helen Knudson will close on the balance of the lots described in the Purchase and Sale Agreement on or before February 28, 2014, provided the Knudson Subdivision is approved pursuant to the application before council today. The Park City RDA is purchasing the property for the purpose of allowing for future pedestrian corridor and public improvements on said lots. Mr. Knudson, through his various entities, will develop his remaining parcels as determined by his own schedule. Mr. Knudson has not filed an application for any development to date.

On December 31, 2013, the City received an application to create these three (3) legal lots of record from 25,883 square feet; the application was deemed complete on January 7, 2014. Lot A as shown on the proposed plat in Exhibit A, if approved, will be purchased as described above by the Park City RDA to facilitate a key pedestrian east/west connection. It is intended to become a visual and functional pedestrian

transportation corridor connecting Empire Avenue to Park Avenue and allowing movement from the resort to lower Main Street. However, the City's RDA will not restrict that property as part of the plat, leaving it alone until the master plan for the area is finalized. Therefore, the City's RDA could use Lot A for future development should the master plan not be carried out. Gary Knudson intends to keep Lot B (with the Acorn Inn) as well as keep Lot C for future development.

Mr. Knudson also owns Lots 6, 7, 39 & 40, all undeveloped, which are adjacent to this proposed subdivision as shown on the Ownership Plat and Aerial Photo exhibits (Exhibits B and D). As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application."

The Planning Director made a determination on January 23, 2014 that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only. The Planning Commission voted unanimously to waive the requirement on January 29, 2014 at their regular meeting, thus allowing the subdivision process to proceed forward as Mr. Knudson has no intentions to develop his contiguous properties at this time.

The Planning Commission also voted unanimously on January 29, 2014 to forward a positive recommendation to the City Council for the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

### **Analysis**

The applicants wish to combine the lots in order to move forward with the City's redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. In addition, Gary Knudson's lots will have residential development opportunity. Although Mr. Knudson is not intending to develop Lot C in the immediate future, the allowed uses in this zone, and compatible to this neighborhood which could be developed on these sites include: Single Family Dwelling, Duplex Dwelling, Triplex Dwelling, Secondary Living Quarters, Lockout Unit, Accessory Apartment, Nightly Rental, Home Occupation, Child Care: In-Home Babysitting, Child Care: Family, Child Care: Family Group, Child Care Center, Accessory Building and



Use, Conservation Activity, Agriculture, Bed & Breakfast Inn, Boarding House: Hostel, Minor Hotel, Parking Area or Structure with four (4) or fewer spaces.

The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft. The zoning for the subdivision is Recreation Commercial (RC) and is subject to the following criteria:

| <b>RC Zone</b>               | <b>Permitted</b>                                   |
|------------------------------|----------------------------------------------------|
| Lot Size                     | 1,875 SF minimum                                   |
| Front yard setback           | 20 feet                                            |
| Side yard setback            | 10 feet                                            |
| Rear yard setback            | 10 feet                                            |
| Height                       | 35 feet/3 stories                                  |
| Development Floor Area Ratio | 1.0 (not including underground parking structures) |
| Parking                      | As determined per use                              |

| <b>Lot B with Acorn Inn</b> | <b>Existing Building on New Lot Configuration</b>                                                                                                                                                                                                                               |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lot Size                    | 4,133 SF                                                                                                                                                                                                                                                                        |
| Front yard setback          | 20 feet                                                                                                                                                                                                                                                                         |
| Side yard setback           | Approximately 5 feet on the south and 13 feet to the north. The south setback is existing legal non-conforming. No additions could be made to the building unless they comply with the current Code. The new configuration of the northern lot line is compliant with the Code. |
| Rear yard setback           | 10 feet for the building which is compliant; the deck is 1 foot off the property line which is also compliant.                                                                                                                                                                  |

The plat amendment will be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots. Access to the lots are from Empire Avenue for Lots A and B. Lot C sits adjacent to Norfolk Avenue.

Staff finds good cause for this plat amendment to create three (3) legal lots of record from the existing eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW. The proposed plat amendment does not create any new non-conforming situations.

### **Good Cause**

Planning Staff finds there is good cause for this plat amendment. Combining the lots will allow the City to move forward with redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. The plat amendment is necessary so that there is not any remnant parcels and to allow any improvements to occur on the property. The plat amendment will also utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community as well as absorb the adjacent abandoned Norfolk Avenue ROW into the Knudson Subdivision.

Staff finds that the plat will not cause undo harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

### **Department Review**

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by the conditions of approval.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

### **Public Input**

Staff has not received public input on this application at the time of this report. Public input may be taken at the regularly scheduled City Council public hearing.

### **Process**

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

### **Alternatives**

- The City Council may approve the Knudson Subdivision as conditioned or amended; or
- The City Council may deny the Knudson Subdivision and direct staff to make Findings for this decision; or



- The City Council may continue the discussion on the Knudson Subdivision to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

### **Significant Impacts**

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

### **Consequences of not taking the Suggested Recommendation**

The proposed plat amendment would not be recorded and eleven (11) existing lots and abandoned ROW would not be adjoined and remain as is.

### **Recommendation**

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

### **Exhibits**

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Ownership Plat

Exhibit C – Existing Conditions Survey

Exhibit D – Vicinity Map/Aerial Photograph

Exhibit E – Streetscape Images

Exhibit F – Zoning Map

Exhibit G – Master Plan for City Property in RDA

Exhibit H – Notice of Planning Director Determination to waive LMC 15.1-6(A)

## **Exhibit A – Draft Ordinance with Proposed Plat**

Ordinance 14-

### **AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION PLAT LOCATED AT 1314 & 1350 EMPIRE AVENUE, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Knudson Subdivision located at 1314 & 1350 Empire Avenue, have petitioned the City Council for approval of the Knudson Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 29, 2014 to receive input on the proposed subdivision;

WHEREAS, on January 29, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 13, 2014 the City Council held a public hearing on the proposed Knudson Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Knudson Subdivision.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Knudson Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

#### **Findings of Fact:**

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. On December 31, 2013, the applicants submitted an application for a plat amendment to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 square feet into three (3) lots of record.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove



lot lines under the Acorn Inn and compliance with the northerly side and rear yard setbacks for the Acorn Inn.

4. The application was deemed complete on January 7, 2014.
5. As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office.
6. The Planning Director made a determination on January 23, 2014 and the Planning Commission voted to support the determination that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only.
7. The RC zone requires a minimum lot area of 1,875 square feet.
8. Lots A and B have frontage on and access from Empire Avenue. Lot C has frontage on and access from Norfolk Avenue.
9. The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft.
10. Lot A is intended to be used for a future RDA pedestrian connection between PCMR and Miner's Hospital. The Acorn Inn will remain on Lot B. Lot C is vacant.
11. The proposed plat amendment does not create any new non-complying or nonconforming situations.
12. The plat amendment secures a public snow storage easement across the frontage of Lot A on Empire Avenue.
13. The amendment of eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW would be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots.

#### Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment 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 amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

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

PASSED AND ADOPTED this \_\_\_\_ day of February, 2014

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Jack Thomas, MAYOR

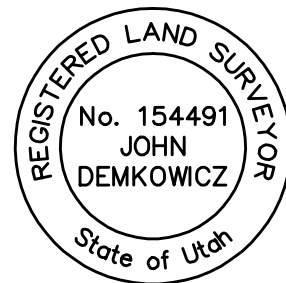
ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Harrington, City Attorney





SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, as to PARCEL 1, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Park City Redevelopment Authority

ACKNOWLEDGMENT

State of Utah

County of Summit

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn, \_\_\_\_\_ acknowledged to me that he is authorized \_\_\_\_\_ and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. SKYLER, LTD., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SKYLER, LTD.

Gary Knudson, Manager

State of \_\_\_\_\_:

ss:

County of \_\_\_\_\_:

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. MARYA, LLC., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MARYA, LLC., a Utah limited liability company

Gary Knudson, Manager

State of \_\_\_\_\_:

ss:

County of \_\_\_\_\_:

ACKNOWLEDGMENT

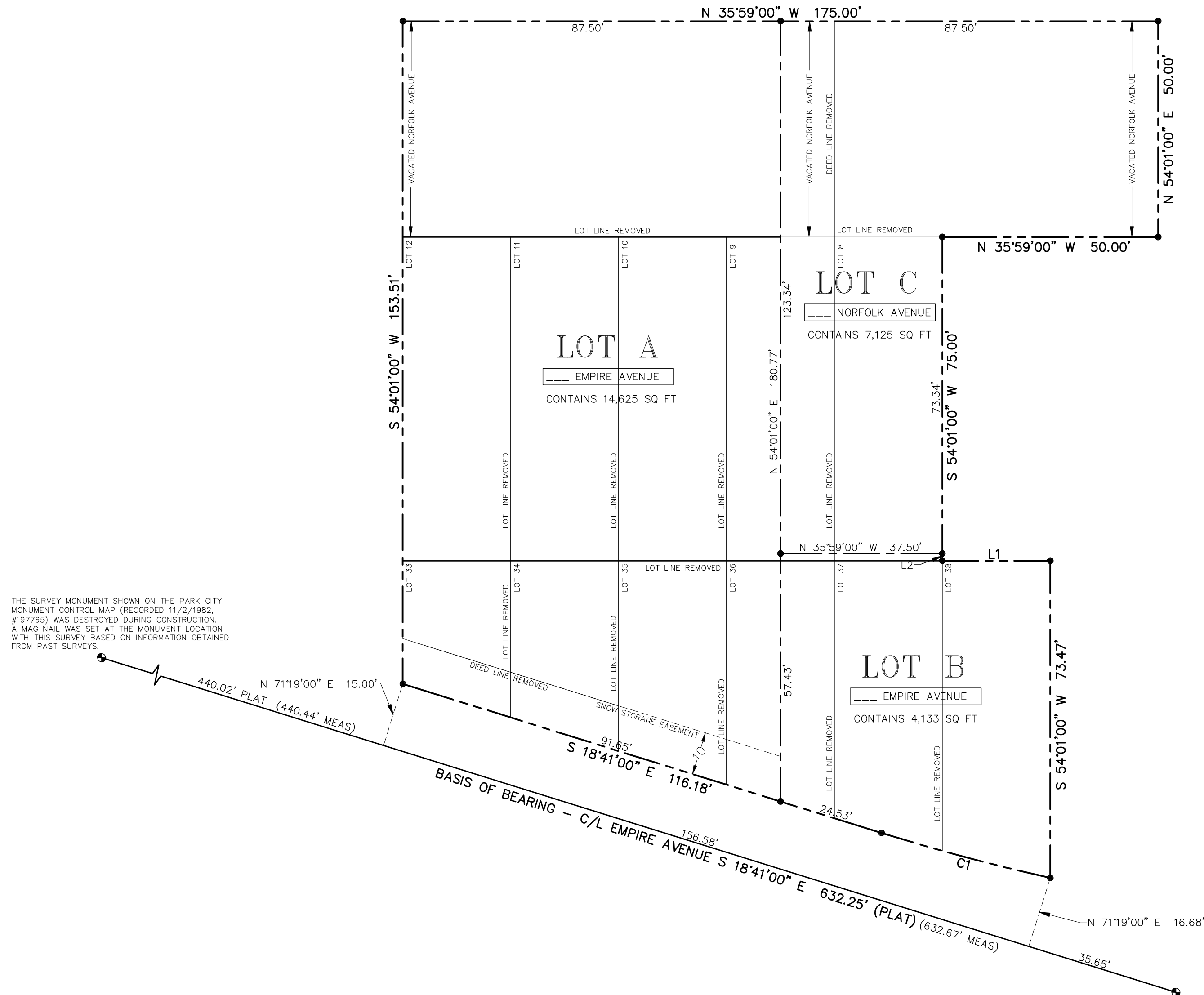
On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_



THE SURVEY MONUMENT SHOWN ON THE PARK CITY MONUMENT CONTROL MAP (RECORDED 11/2/1982, #197765) WAS DESTROYED DURING CONSTRUCTION. A WAG NAIL WAS SET AT THE MONUMENT LOCATION WITH THIS SURVEY BASED ON INFORMATION OBTAINED FROM PAST SURVEYS.

THE SURVEY MONUMENT SHOWN ON THE PARK CITY MONUMENT CONTROL MAP (RECORDED 11/2/1982, #197765) WAS DESTROYED DURING CONSTRUCTION. A WAG NAIL WAS SET AT THE MONUMENT LOCATION WITH THIS SURVEY BASED ON INFORMATION OBTAINED FROM PAST SURVEYS.

LEGEND

- 5/8" rebar w/cap to be set, ALLIANCE ENGR/LS 154491

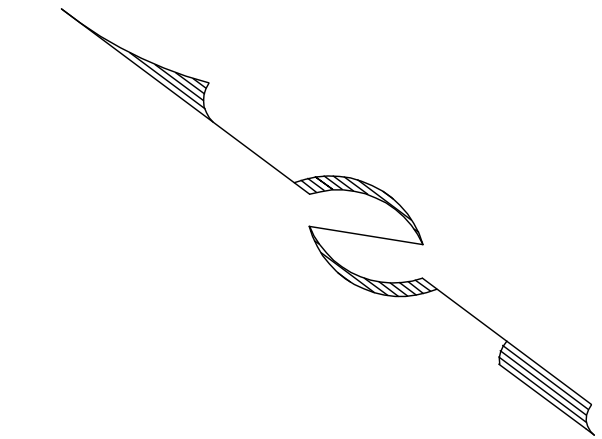
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 35°59'00" E | 25.00    |
| L2         | S 54°01'00" W | 1.66     |

| CURVE TABLE |        |        |          |
|-------------|--------|--------|----------|
| CURVE       | RADIUS | LENGTH | DELTA    |
| C1          | 485.00 | 40.45  | 4°46'43" |

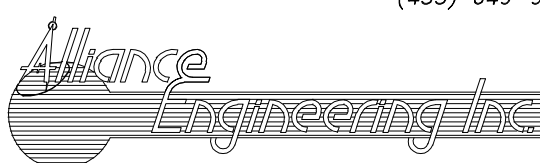
A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY  
BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

KNUDSON SUBDIVISION

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



SHEET 1 OF 1



(435) 649-9467

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY \_\_\_\_\_  
MAYOR

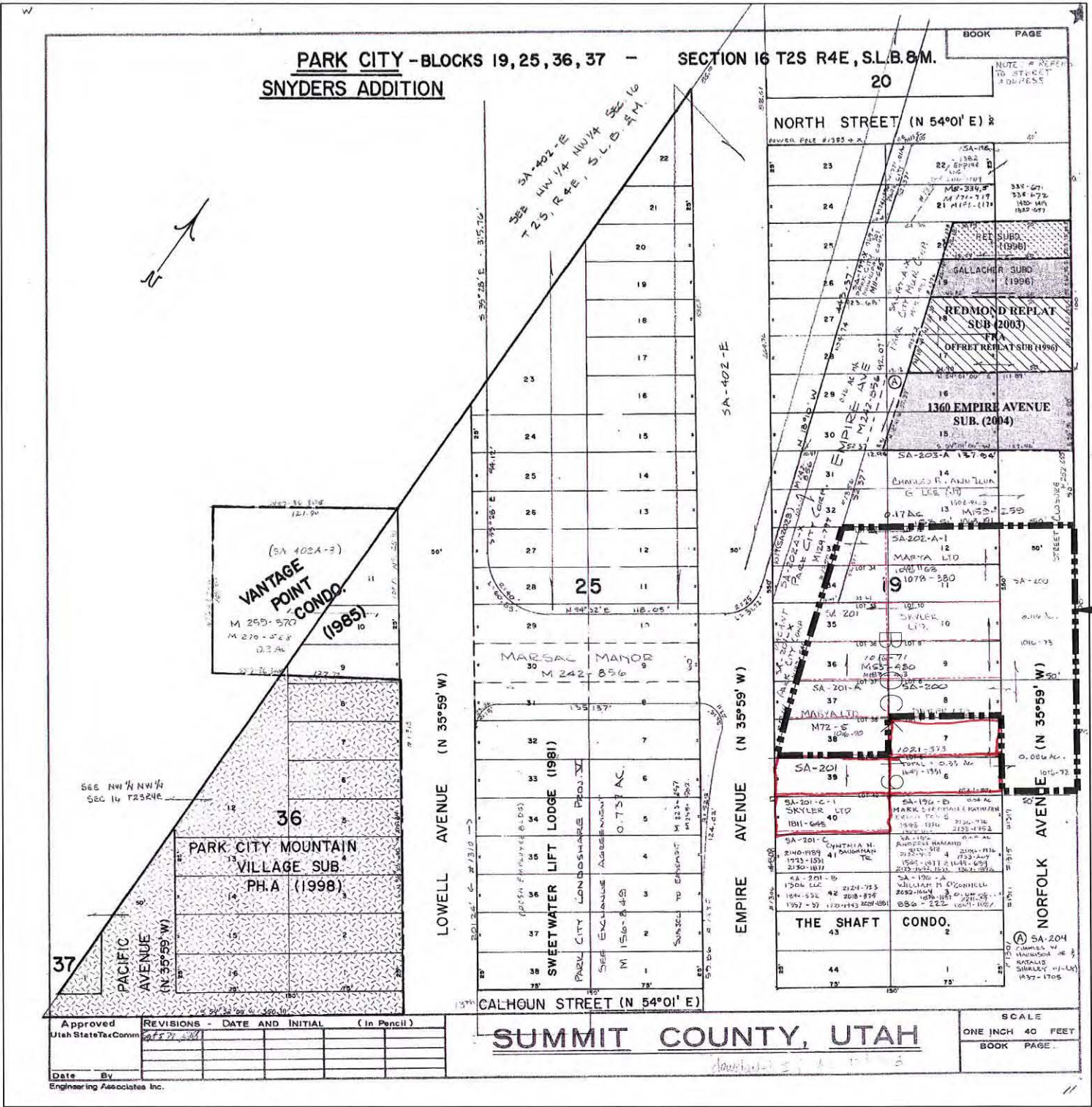
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\_\_\_\_\_ FEE \_\_\_\_\_ RECORDER

1/28/14 JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\sr\plat2013\061213.dwg

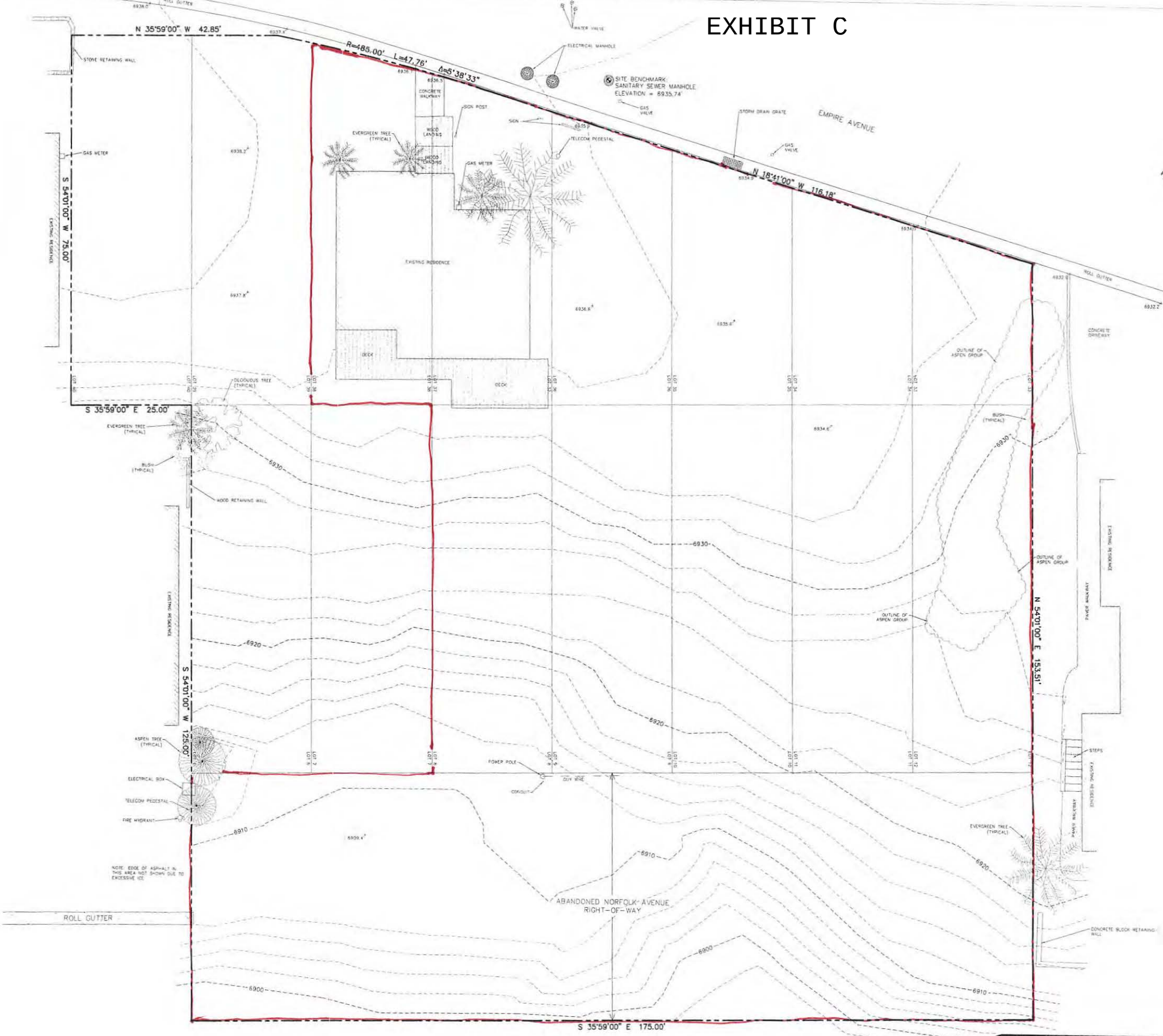


NOTE:  
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

|                                                                                                              |                |                                                                                             |                                                            |                       |
|--------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------|
| <br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>323 Main Street P.O. Box 2664 Park City, Utah 84060-2664 | (435) 649-9467 | STAFF:<br>STEVE SCHUELER<br>MARSHALL KING                                                   | OWNERSHIP PLAT<br>KNUDSON SUBDIVISION<br>SNYDER'S ADDITION | SHEET<br>1<br>OF<br>1 |
|                                                                                                              | DATE: 12/31/13 | FOR: PCMC<br>JOB NO.: 6-12-13<br>FILE: X:\Snyder's Addition\dwg\plot2013\061213-support.dwg |                                                            |                       |
|                                                                                                              |                |                                                                                             |                                                            |                       |



EXHIBIT C

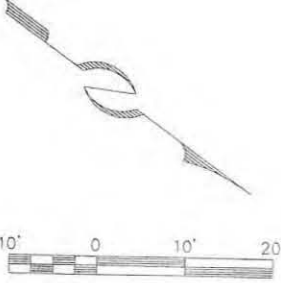


SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

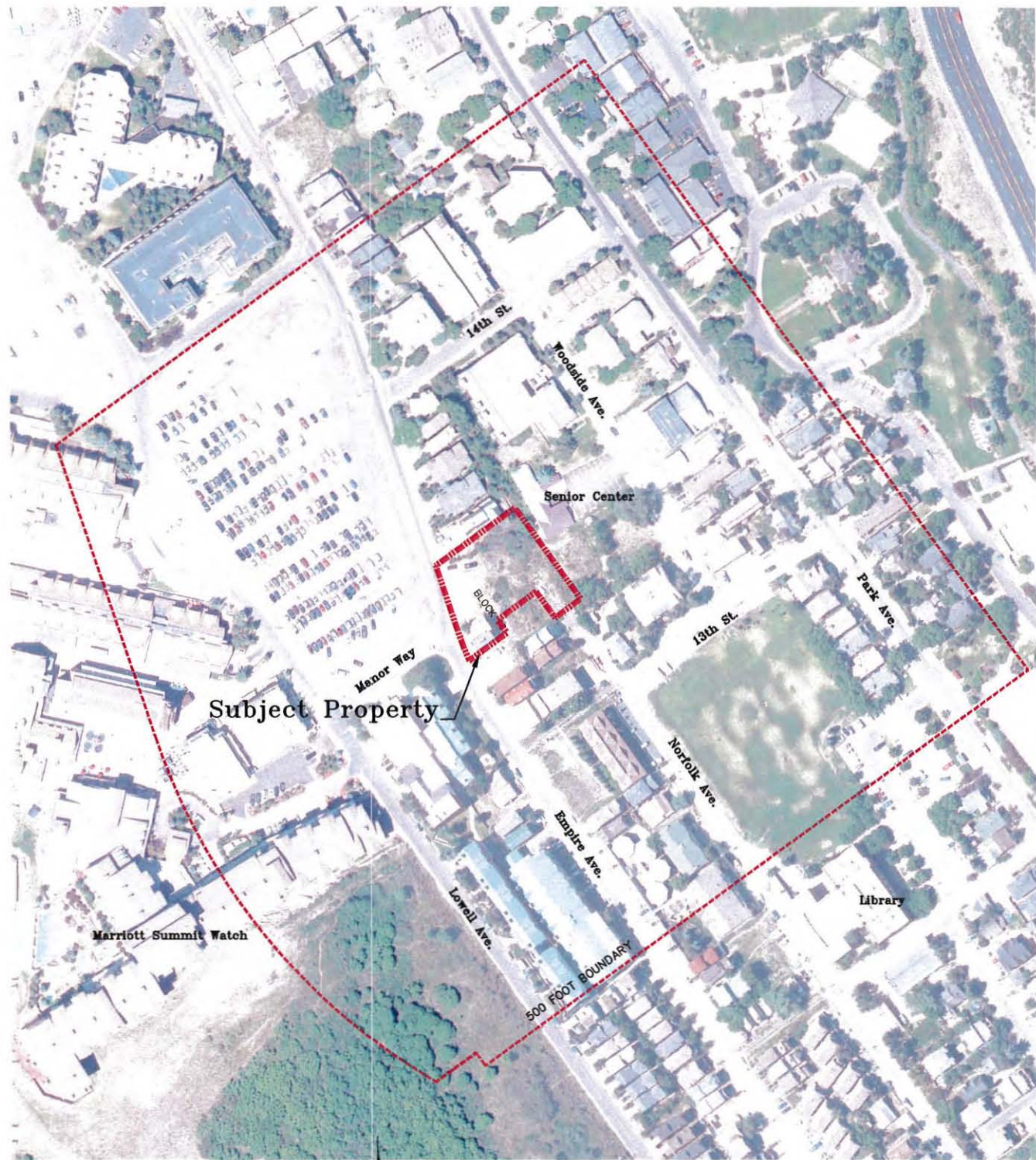
NOTES

1. Site Benchmark: Sanitary Sewer Manhole Elevation=6935.74'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on January 21, 2014.
4. Property corners were not set.
5. Snow coverage at the time of the survey was approximately 1'-2'. As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.

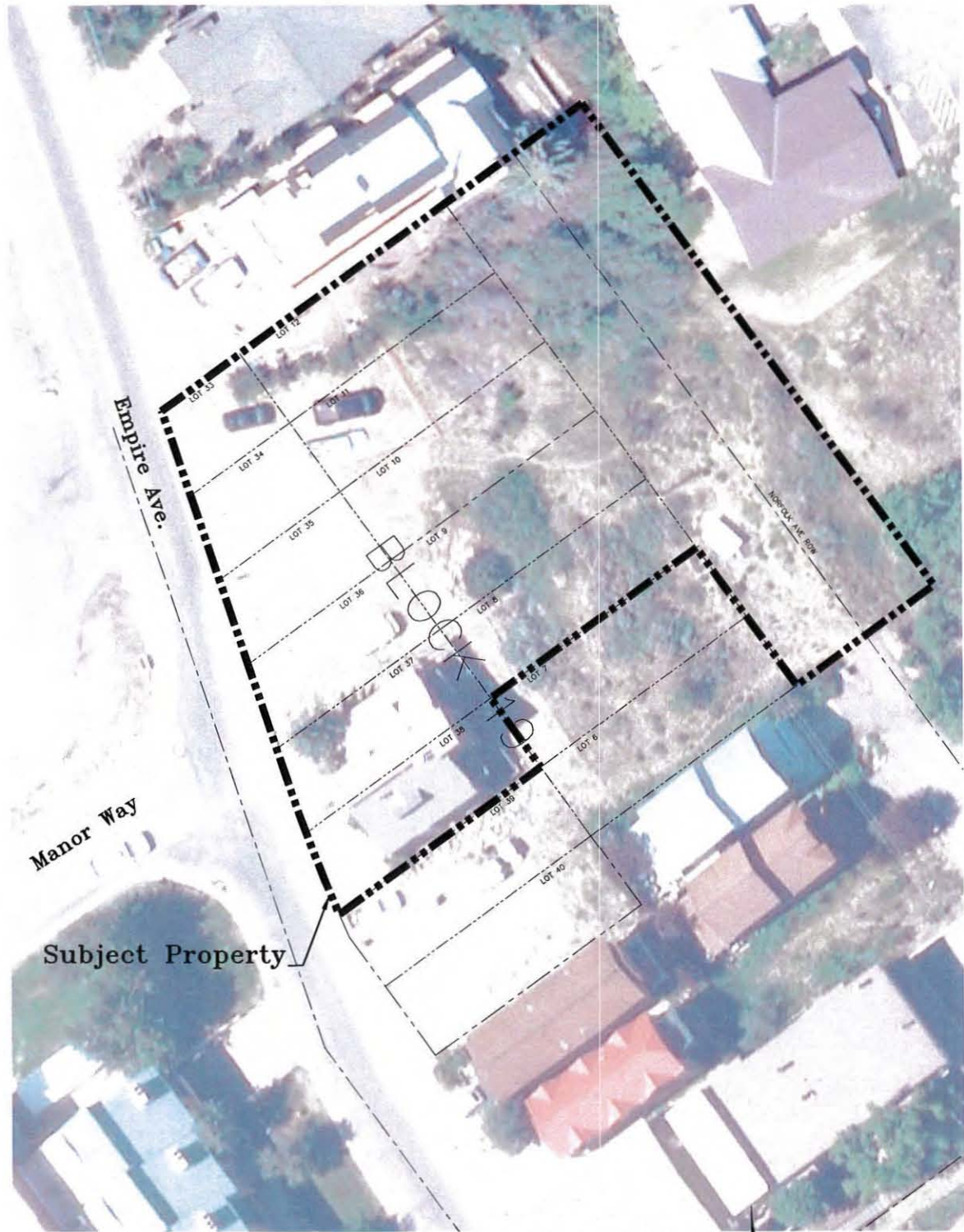


|                                                                                                                                                                                                                     |                                                              |                                                                                                                 |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------|
| <br>(435) 649-9467<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>223 Main Street P.O. Box 2664 Park City, Utah 84060-2664 | STAFF:<br>MARSHALL KING<br>MARTY MORRISON<br>HARRISON HOLLEY | EXISTING CONDITIONS & TOPOGRAPHIC MAP<br>BLOCK 19, SNYDERS ADDITION                                             | SHEET<br>1<br>OF<br>1 |
|                                                                                                                                                                                                                     | DATE: 1/24/14                                                | FOR: PARK CITY MUNICIPAL CORPORATION<br>JOB NO.: 6-12-13<br>FILE: X:\SnydersAddition\dwg\sn\topo2013\061213.dwg |                       |

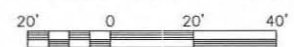




500 FOOT EXHIBIT



20 SCALE SITE PLAN



## KNUDSON SUBDIVISION

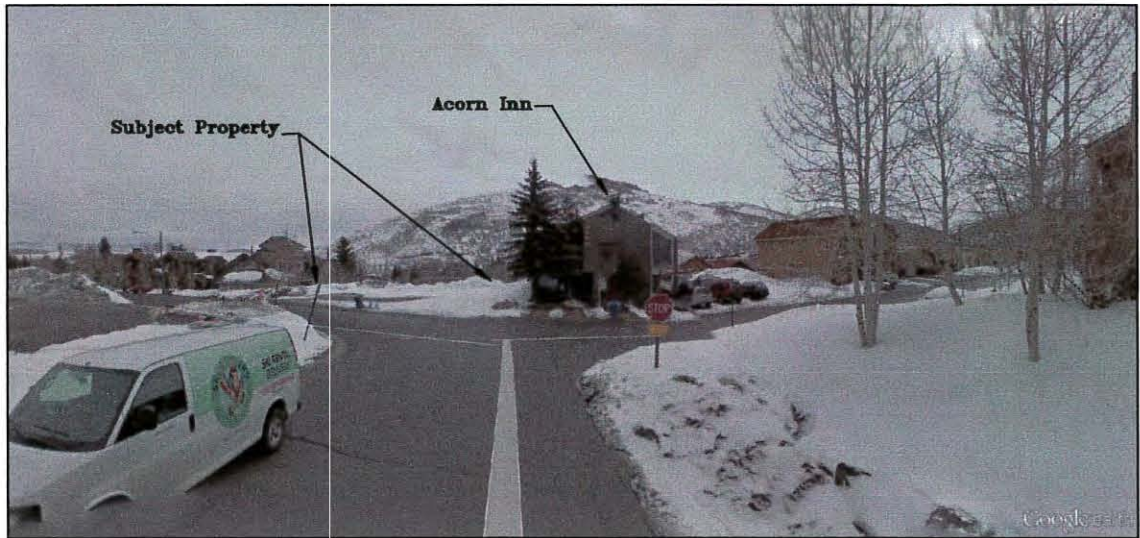
LOCATED IN SECTION 16  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

**NOTE:**

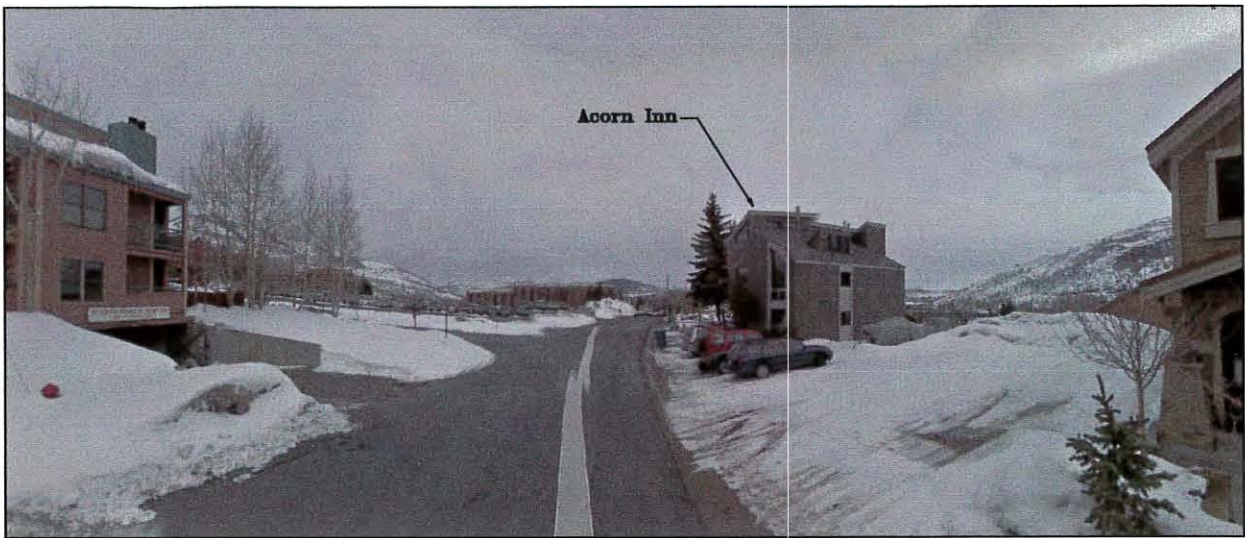
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

|                                                                                                                                                                                                   |                                                                                             |                                                                                                                                                                              |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>323 Main Street P.O. Box 2654 Park City, Utah 84060-2654 | (435) 649-9467<br><b>STAFF:</b><br>STEVE SCHUELER<br>MARSHALL KING<br><b>DATE:</b> 12/31/13 | ORTHO-PHOTOS<br>KNUDSON SUBDIVISION<br>SNYDER'S ADDITION<br><b>FOR:</b> PCMC<br><b>JOB NO.:</b> 6-12-13<br><b>FILE:</b> X:\Snyder's Addition\dwg\plot2013\061213-support.dwg | <b>SHEET</b><br>1<br><b>OF</b><br>1 |
|                                                                                                                                                                                                   |                                                                                             |                                                                                                                                                                              |                                     |

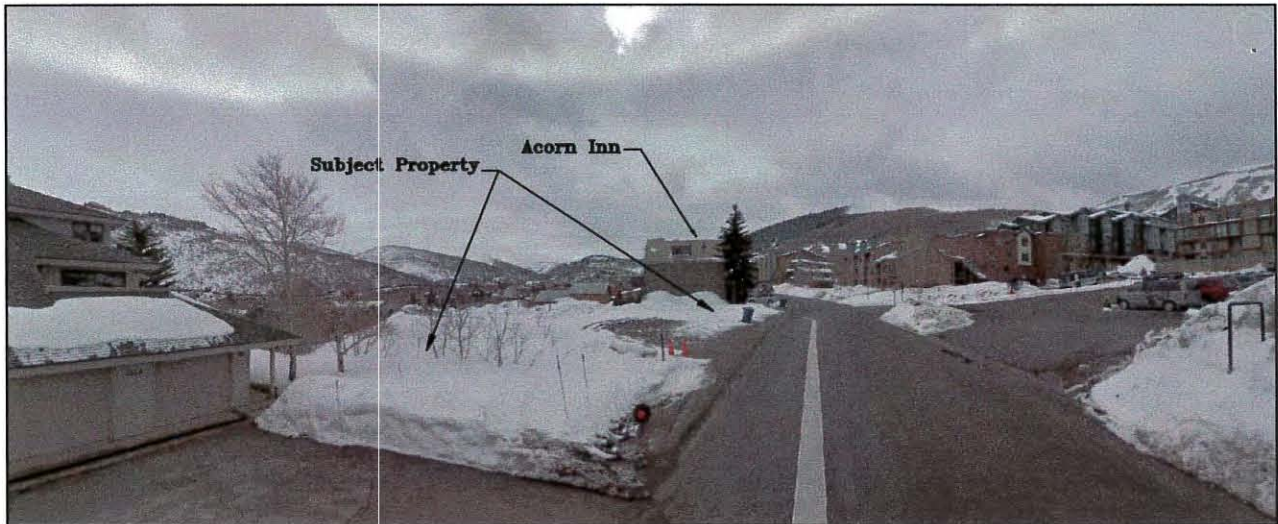




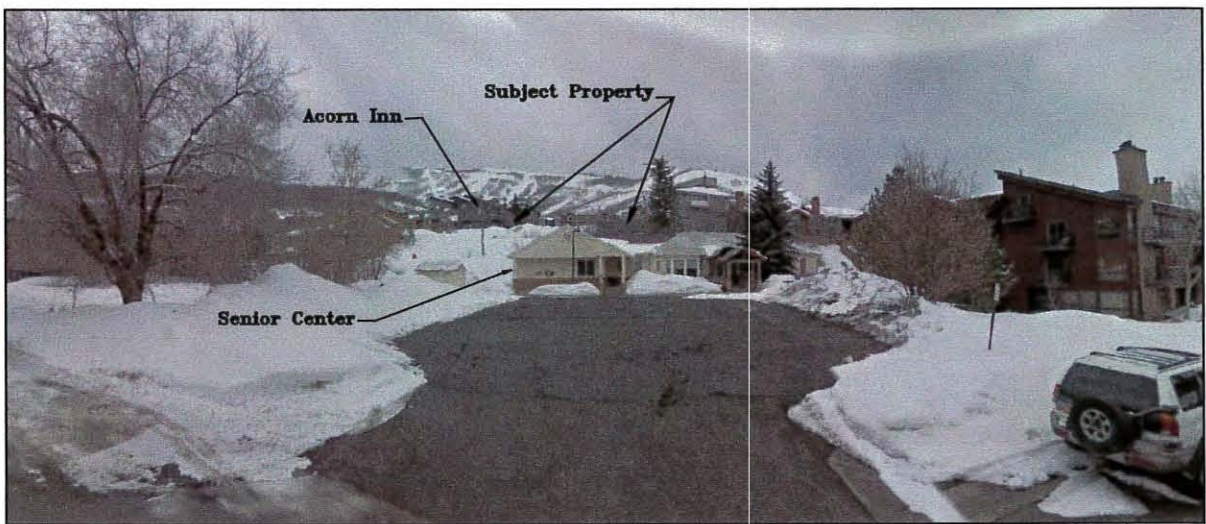
LOOKING EAST FROM MANOR WAY



LOOKING NORTH FROM EMPIRE AVE.



LOOKING SOUTH FROM EMPIRE AVE.

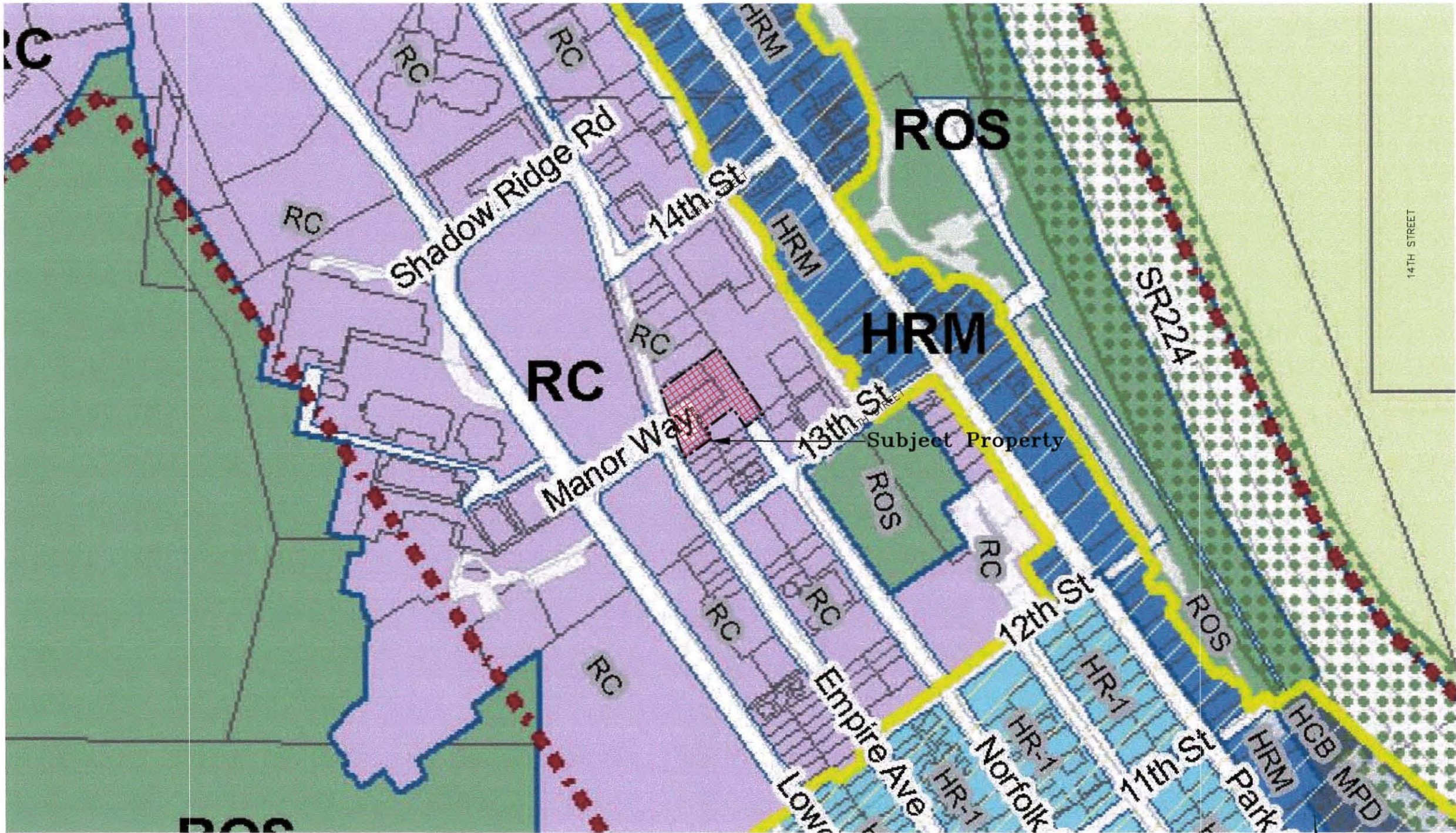


LOOKING WEST FROM NORFOLK AVE.

RECEIVED  
DEC 31 2013  
PARK CITY  
PLANNING DEPT.

|                                                                                                                                                                                                                   |                                                                                                                |                                                                                                                                                                                                             |                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2854 Park City, Utah 84060-2854</small> | <small>(435) 648-9467</small><br><b>STAFF:</b><br>STEVE SCHUELER<br>MARSHALL KING<br><br><b>DATE:</b> 12/31/13 | <b>STREETSCAPE IMAGES</b><br><b>KNUDSON SUBDIVISION</b><br><b>SNYDER'S ADDITION</b><br><br><b>FOR:</b> PCMC<br><b>JOB NO.:</b> 6-12-13<br><b>FILE:</b> X:\Snyder's Addition\dwg\plat2013\061213-support.dwg | <b>SHEET</b><br><b>1</b><br><b>OF</b><br><b>1</b> |
|                                                                                                                                                                                                                   |                                                                                                                |                                                                                                                                                                                                             |                                                   |



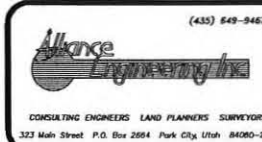


# KNUDSON SUBDIVISION

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



RED HATCHING IS FOR ILLUSTRATIVE PURPOSES ONLY



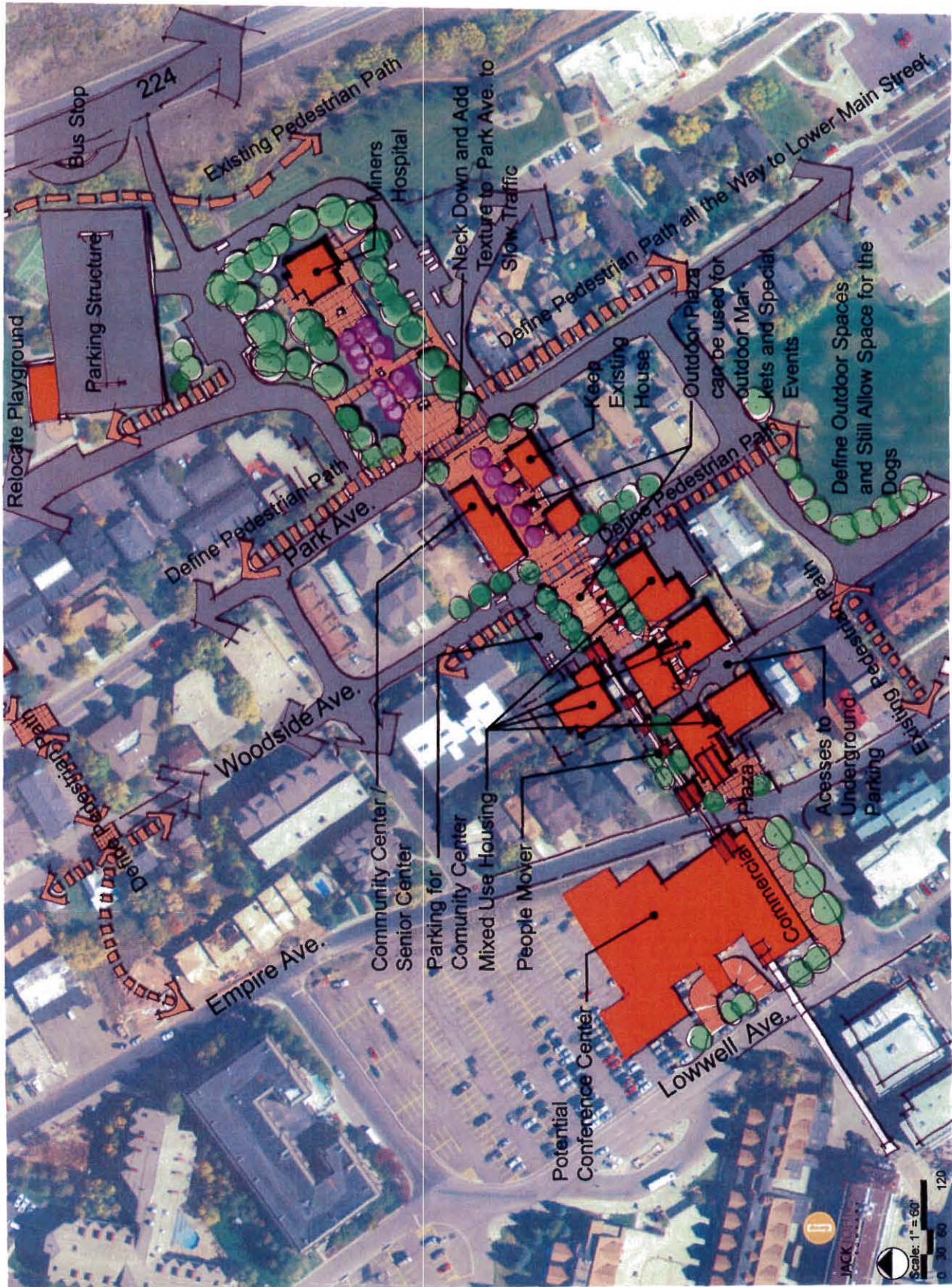
STAFF:  
STEVE SCHUELER  
MARSHALL KING  
DATE: 12/31/13

ZONING MAP  
KNUDSON SUBDIVISION  
SNYDER'S ADDITION  
FOR: PCMC  
JOB NO.: 6-12-13  
FILE: X:\Snyder's Addition\dwg\plot2013\061213-support.dwg

SHEET  
1  
OF  
1

RECEIVED  
DEC 31 2013  
PARK CITY  
PLANNING DEPT.









January 23, 2014

Gary Knudson  
PO Box 511  
Park City, UT 84060

## **NOTICE OF PLANNING DIRECTOR DETERMINATION**

|                      |                           |
|----------------------|---------------------------|
| Project Address:     | 1314 & 1350 Empire Avenue |
| Project Description: | Plat Amendment            |
| Project Number:      | PL-14-02202               |
| Date of Action:      | January 23, 2014          |

## **ACTION TAKEN BY PLANNING DIRECTOR:**

Per Land Management Code (LMC) 15-7.1-6(A) an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

The Planning Director finds that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather,



the applicant may move forward with the request for a three lot plat amendment at 1314 & 1350 Empire Avenue only.

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. The applicants are requesting to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 acres into three (3) lots of record. Currently, the property includes Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey area of Park City.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and provide access for Lot C to Norfolk Ave.
4. New additions to the Acorn Inn would require adherence to current setbacks as required in the RC District.
5. The property at 1314 Empire Avenue is contiguous with the 2 lots (Lots 39 & 40) directly south along Empire Avenue as well as the 2 lots (Lots 6 & 7) directly south of Lot C.
6. The applicant submitted an application for a plat amendment on December 31, 2013.
7. The Planning Commission will review the application for a three (3) lot subdivision on January 29, 2014.
8. Staff learned that Gary Knudson owned the contiguous property directly south and southeast of 1314 Empire Avenue (Lots 6, 7, 39, & 40) on January 14, 2013.
9. Gary Knudson has directly expressed interest in not subdividing the other 4 lots contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40). The property contiguous to 1314 Empire Avenue is not already developed and the owner does not intend to develop this property at this time.
10. There are no existing structures on the 4 contiguous lots (Lots 6, 7, 39, & 40).

Conditions of Approval

1. All standard conditions of approval shall apply.
2. Any modifications to the property contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40) will require the applicant to submit a plat amendment application to the Planning Department.

If you have any questions regarding this determination, please don't hesitate to

contact the Planning Department at 435-615-5060.

Sincerely,

A handwritten signature in black ink, appearing to read "Th. Eddington Jr.", with a stylized flourish at the end.

Thomas E. Eddington Jr., AICP, LLA  
Planning Director

CC: Christy J. Alexander, AICP  
Planner II



KNUDSON C AND SA-200  
PROPOSED SUBDIVISION  
PARK CITY, UTAH 84060

Approved  
02/15/2022 by mowens  
Park City Fire Service District

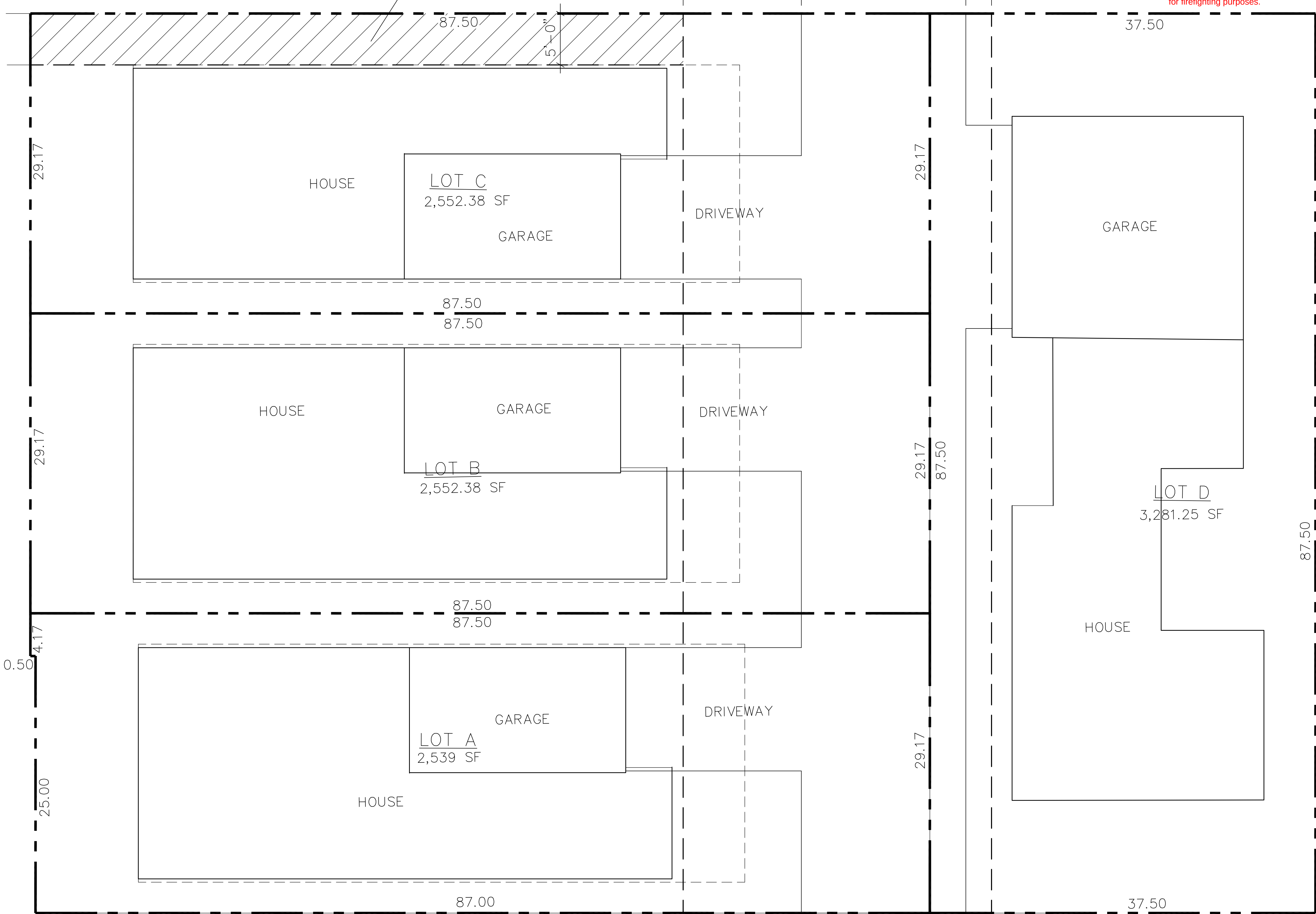
PCFD has reviewed this project for access only  
and finds that it meets the requirements for  
PCFD access. No other review has been  
performed and this only applies to PCFD access  
for firefighting purposes.

ACORN PROPERTY (KNUDSON B)  
5' NATURAL ASPHAT PATH  
FIRE DEPARTMENT EASEMENT IN  
PERPETUITY ALONG NORTH BORDER  
FROM EMPIRE AVENUE TO KNUDSON C

5' WIDE  
FIRE ACCESS EASEMENT  
WITH STAIRS

30' UTILITY EASEMENT

16' WIDE  
SHARED DRIVE



PROPOSED SUBDIVISION

16' WIDE  
SHARED DRIVE

THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAL DESIGN, AND  
ARRANGEMENTS REPRESENTED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF  
ST. HARRIS INC. NO PART THEREOF SHALL BE COPIED, REPRODUCED, OR USED  
IN CONNECTION WITH ANY OTHER WORK OR PROJECT OR BY ANY OTHER  
PERSON FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY  
HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF ST.  
HARRIS INC. LEGAL COUNSEL WITH THESE DRAWINGS SHALL CONSTITUTE  
CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS.

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED  
DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL  
DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED  
IMMEDIATELY OF ANY VARIATIONS FROM THE DIMENSIONS AND/OR CONDITIONS  
SHOWN BY THESE DRAWINGS. ALL SHOP DETAILS MUST BE SUBMITTED TO THIS  
OFFICE FOR APPROVAL PRIOR TO PROCEEDING WITH FABRICATION.

BY BUILDING THESE PLANS THE CONTRACTOR UNDERSTANDS THAT THERE MAY BE  
VARIATIONS CONTAINED IN THIS SET AND WILL NOT HOLD THIS OFFICE LIABLE FOR  
ANY OVERSIGHTS OR ERRORS AND WILL NOTIFY THE OFFICE OF ANY ERRORS THAT  
ARISE DURING CONSTRUCTION.

UNDERSTANDING OF LIABILITY  
BY ACCEPTING THESE PLAN DOCUMENTS AND/OR SERVICES OUTLINED IN THESE  
PLAN DOCUMENTS, THE CLIENT, THEIR CLIENT, BUILDERS, SUBCONTRACTORS, USERS  
AND ALL PRESENT AND FUTURE PERSONS OR PARTIES DIRECTLY OR INDIRECTLY  
AFFECTED BY THE PLAN DOCUMENTS OR SERVICES OUTLINED IN THE PLAN  
DOCUMENTS AGREE TO A LIMIT OF LIABILITY OF ST. HARRIS INC. AND ITS  
EMPLOYEES AND PRINCIPLES TO THE EXTENT OF THE ORIGINAL VERBALLY OR  
SIGNED AGREED CONTRACT.

VAN SICKLE  
DESIGN & DRAFTING  
4333 Forestdale Road, Suite 205  
Park City, UT 84098  
(801) 694-9683  
bill.draftmaster@gmail.com  
www.vansicklearchitecture.com

KNUDSON  
C AND  
SA-200  
LOTS A-D

NEW SUBDIVISION  
1325 NORFOLK AVENUE  
PARK CITY, UTAH  
84043

SITE  
PLAN  
SCALE:  
1" = 5'

DATE OF  
PLANS  
9 FEB 2022

SHEET  
A1.04



Park City Fire District  
736 W Bitner Drive  
Park City UT 84098

Monday, March 6, 2023

RE: Fire Vehicle Turnaround for North Norfolk Plat

While meeting with the landowner and developer, the need for a turnaround was discussed. The owner indicated that a turnaround was not possible in the space provided.

While looking for other options, it was decided that if the road was not intended as a fire vehicle access road, there was no need for a turnaround. To achieve this, it is necessary to ensure that all portions of the structures are within 150 feet of a fire vehicle access road [IFC 503.1.1]. That 150 feet may be extended when certain conditions are met. One of those conditions is that the structure is fully sprinklered [IFC 503.1.1(1.1)].

The developer chose to provide access to the north end of the project from Empire Avenue via a staircase. With access being provided from Norfolk Avenue and the staircase, the requirements of the Fire Code are being met and the common space between the buildings on the plat is not considered a fire vehicle access road.

It should be noted that as part of this conversation, the landowner was made aware that any other development would not be under this agreement. It was specifically discussed that the plat to the north (KNUDSON-A) will not be able to be accessed from Norfolk Avenue. The landowner understood this and agreed to that as a condition of acceptance of this project in this configuration.

Battalion Chief Mike Owens  
District Fire Marshal  
(435) 940-2520  
[mowens@pcfd.org](mailto:mowens@pcfd.org)



# NON-EXCLUSIVE ENCROACHMENT PERMIT

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Peter Papineau Builders, Inc. (Owner) whose address is 283 Norfolk Avenue, P. O. Box 267, Park City UT 84060, to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way near Norfolk Avenue and 13<sup>th</sup> Street, Park City, Utah (hereinafter "platted Norfolk Avenue right of way"). Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain roadway, gutters, walls, and utilities within the parcel known as Norfolk Avenue as shown on Exhibit A.

1. This encroachment agreement, and the non-exclusive right to use the improvements constructed pursuant hereto, shall be appurtenant to the following described property:

Lots 3, 4 & 5, Block 19, Snyders Addition to Park City, and other properties abutting the platted Norfolk Avenue right of way that do not otherwise have frontage on and access from an existing street on the Park City Streets Master Plan.

This agreement is not transferable to other property, but is freely transferrable with the title to this parcel. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner.

2. The improvements permitted within the platted Norfolk Avenue right of way shall consist of a roadway, gutters, walls, and utilities of a design approved by the City. The extent of the encroachment is shown on plans approved by the City and prepared by Evergreen Engineering as Job No. 0309.

3. Although it is not currently planned, the City may, at some future date, elect to make improvements to Norfolk Avenue at this location and install the street to the full width of the

00659656 Ex01537 Pg01258-01261

ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 MAY 27 16:54 PM FEE \$1.00 BY ENG  
REQUEST: PARK CITY MUNICIPAL CORP

right-of-way and City property. To the extent that any street improvements require the removal, relocation, replacement, and/or destruction of the improvements constructed within the platted Norfolk Avenue right of way pursuant to this Agreement, the Owner waives any right to compensation for the loss of the improvements and/or use thereof within the platted Norfolk Avenue right of way and/or any change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for street widening purposes, is the consideration given for the granting of this encroachment permit. The City shall bear all reasonable expenses associated with the installation of the street improvements.

4. Prior to installing the street in a manner that will require the removal or relocation of the improvements, the City will give the Owner not less than ninety (90) days notice, in which time the Owner at his expense shall make adjustments on Owner's property to remodel and/or relocate the roadway, gutters, walls, and utilities to accommodate the installation of the street. The City may only give said notice during the period of February 1 through September 1. Notice given at any other time will be treated as if given on February 1. Owner and other properties abutting the platted Norfolk Avenue right of way that do not otherwise have frontage on and access from an existing street on the Park City Streets Master Plan shall have access to his property from the newly installed street.

5. No permanent right, title, or interest of any kind shall vest in the Owner or any other person(s) and/or properties in the platted Norfolk Avenue right of way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

BK1537 PG1259



6. The Owner or their successors shall maintain the roadway, gutters, walls, and utilities in a good state of repair at all time, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner is responsible for snow removal and storage of removed snow. The Owner agrees to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City recording a notice of revocation with the Summit County Recorder and sending notice to Owner or his successors.

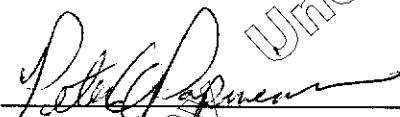
DATED this 22<sup>nd</sup> day of May, 2003.

PARK CITY MUNICIPAL CORPORATION



Eric W. DeHaan, P.E.  
City Engineer

PETER PAPINEAU BUILDERS, INC.



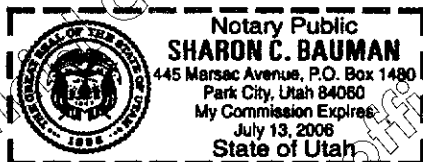
Peter G. Papineau, Owner/President

STATE OF UTAH

COUNTY OF SUMMIT

BK1537 PG1260

On the 22<sup>nd</sup> day of May, 2003, personally appeared before me Peter G. Papineau, who, being first duly sworn and upon oath, did acknowledge to me that he is the Owner/President of Peter Papineau Builders, Inc., and that said Peter Papineau Builders, Inc., duly entered into the foregoing agreement.



Notary Public

Residing at: Provo, Utah

Commission expires: 7-13-06

BK1537 PG1261





## Planning Department

April 3, 2023

Gavin Steinberg  
1325 Empire Ave Holdings, LLC  
13 Club Road  
Riverside, CT 06878

### NOTICE OF PLANNING DIRECTOR DETERMINATION

#### RE: Determination of Setbacks for an Unusual Lot Configuration for Proposed North Norfolk Plat Amendment, Lot D

The proposed North Norfolk Plat Amendment is a resubdivision of a Lot, 1325 Empire Avenue, and a Parcel, SA-200. Three of the Lots would be conventional lots with access only from a proposed shared driveway.

The site is located in the Recreation Commercial (RC) Zoning District. Lot D is unusual as it is a North-South Lot, which is not common in the neighborhood. It connects to the Shared Driveway both on its Southern and Western Sides.

**NORTH NORFOLK PLAT AMENDMENT**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE AND WENDEN, PARK CITY, UTAH COUNTY, UTAH

**LEGAL DESCRIPTION**

**CONVEYANCE AND CONVEYANCE TO RECORD**

**NOTES**

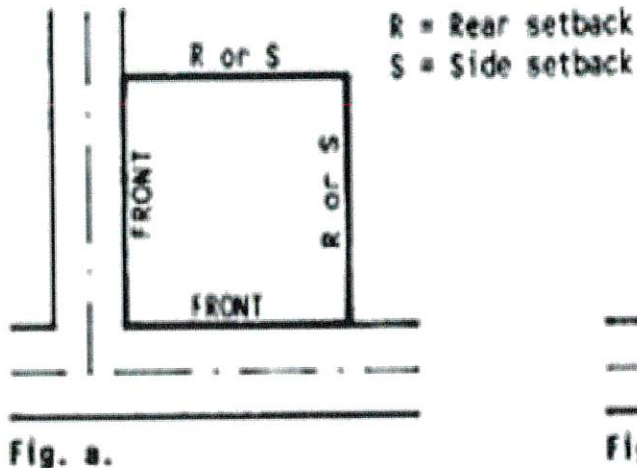
**APPROVALS**

| APPROVAL            | DATE |
|---------------------|------|
| PLANNING DIRECTOR   |      |
| PLANNING COMMISSION |      |
| CITY COUNCIL        |      |
| CITY CLERK          |      |
| PLANNING DEPARTMENT |      |

Figure 1: Proposed North Norfolk Plat

Land Management Code (LMC) [§ 15-4-17](#) governs when a lot does not have a clear

Front, Two Side, and a Rear Setback. With proposed access to Lot D from the shared driveway on both the West and South ends of the Lot, it has been determined that Lot D is a corner lot. Lot D is considered a Corner Lot as the private driveway acts as an extension of Norfolk Avenue and with the pedestrian access easement on that driveway, it is considered a street.



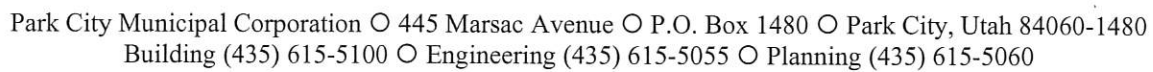
LMC § [15-4-17](#) states regarding Corner Lots that "Development on Corner Lots shall have two (2) front Setbacks, unless otherwise an exception by this Code. The Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard."

This provision requires that both the Western and Southern ends of Lot D shall both have Front Setbacks. As noted above, the Rear Setback would be the area which is "opposite the driveway Access from the Street" it is up to the Planning Director to determine which side is the Rear.

As the applicant has indicated that primary access will be through the South end of the proposed Structure, it has been determined that the rear is the North end of the Lot.

LMC § [15-2.16-5](#) establishes what the Setbacks are for Single Family Dwellings and Duplexes in the RC Zone based on Lot Depth. The proposed Lot D has a Lot Depth of 87.5 Feet, meaning its setback requirements are at least 12 Feet in Front and 12 Feet in the Back with a total of 25 Feet (meaning both must be at least 12.5 or one 13 Feet), and 3 Feet for the Side. In this case, the determination is that there are two Front Setbacks, with the Western Setback being 12 Feet and the Southern Setback 13 Feet, one Rear Setback of 12 Feet, and one Side Setback of 3 Feet. The illustration below, provided by the Applicant, shows the Planning Director Determination:





If you have questions or concerns regarding this Determination Letter, please do not hesitate to contact the Park City Planning Department.

Sincerely,



Gretchen Milliken  
Planning Director  
(435) 615-5008  
[gretchen.milliken@parkcity.org](mailto:gretchen.milliken@parkcity.org)



**21325 Norfolk, Planning Commission Notes**  
**4/27/23**

**Exhibits**

**Proposed Plat Layout:** Exhibit A - Page A1.04

**Grading and Drainage Plan:** Exhibit B - Page A1.04

**Development Layout Plan:** Exhibit C -Page A1.05

**Parking & Drive Plan:** Exhibit D - Page A1.05

**Snow Storage Plan:** Exhibit E - Page A1.06

**Emergency Access Plan:** Exhibit F - Page A1.07

The applicant has made several significant changes to the plat amendment to address concerns regarding sufficient space for snow storage, pedestrian access, vehicle circulation, and emergency access that were raised by the planning commission.

The applicant has worked closely with the Planning Department and other city departments to create a development that will make the best use of the land and provide a benefit to the community.

**Important changes include:**

- Increasing the setback on lot D to ensure there is sufficient space for snow storage.
- Increasing the setback on lot D allowing for the home to be further away from the private driveway.
- Creating additional snow storage space.
- Creating pedestrian access running from the South side to the North side of the lot, allowing for pedestrian access to a public staircase.
- Creating a shared public staircase with Park City.
- Adjusting the angle of the private driveway to better connect with the existing road on Norfolk and improve traffic circulation.

**Snow storage:**

At the recommendation of the Planning Department the applicant has adjusted the setback in Lot D. Lot D now has a front setback, two rear setbacks and one side setback.

*(Please see Development Layout Plan: Exhibit E -Page A1.06)*

This change has created 238sf of space dedicated to snow storage on the South side of Lot D and 181sf on the North side of lot D. The applicant has identified additional areas for snow storage throughout the property totaling 496sf.

A total of 915sf of snow storage area is available, or 228sf per house. This amount of snow storage meets or exceeds what homes in Old Town typically have. In addition, the applicant plans to heat all of the parking spaces, reducing the amount of snow storage needed.  
*(Please see Snow Storage Plan: Exhibit E - Page A1.06)*

#### **Pedestrian access & staircase:**

Per the recommendation of the planning commission the applicant has create a 3'x 88' pedestrian walkway, which would allow for access to a city public staircase. This would be of great benefit to the community, allowing for easy public access from Norfolk. In addition, the applicant is supportive of a shared public staircase running on the North side of the property.  
*(Please see exhibit Development Layout Plan: Exhibit C -Page A1.05)*

#### **Vehicle Circulation**

The applicant has designed the four lots so that each home has two dedicated parking spaces. This meets code requirements and meets or exceeds available parking at other homes in Old Town.

The applicant has angled the private driveway so that it better connects with the existing road on Norfolk and improves circulation.

The applicant has done a vehicle circulation study to ensure that cars will be able to get in and out of the development.  
*(Parking & Drive Plan: Exhibit D - Page A1.05)*

#### **Emergency Access**

Fire department access has been addressed directly with the Park City Fire District. The applicant has met with Battalion Chief, Fire Marshall Mike Owens and received a stamped plan of approval based on the proposed design.  
*(Emergency Access Plan: Exhibit F - Page A1.07)*

#### **Other**

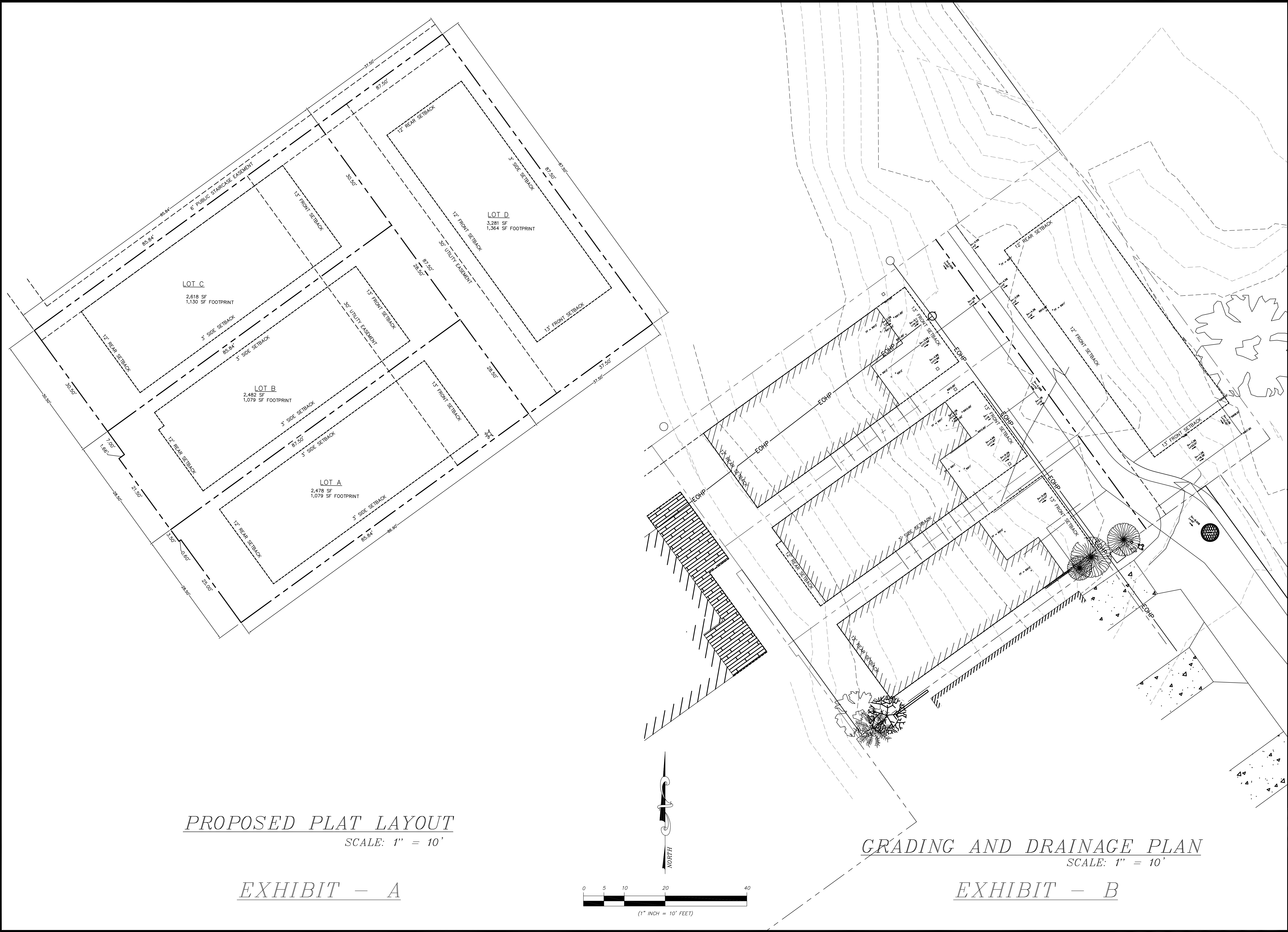
"Reduced to the size of the originally platted Old Town Lots (25'x75'). Then the space that would be opened up by the reduction in size could be used to widen the shared driveway to be closer to the size of a street, pedestrian access could be created, and there would be more room for snow storage."

We feel with the changes made above the applicant has addressed the snow storage, parking, pedestrian access, and emergency access issues raised during the last planning commission meeting. The Planning Department and the applicant do not believe that reducing the lot sizes is necessary.

"Commissioners Frontero and Kenworthy also wanted consideration made to alternative uses on Lot D, such as garages for the other 3 Lots with ADUs."



The applicant believes the proposed plan is the best use of the land, minimizing the impact and traffic, while also providing a benefit to the community.



PROPOSED PLAT LAYOUT

SCALE: 1" = 10'

EXHIBIT - A

GRADING AND DRAINAGE PLAN

SCALE: 1" = 10'

EXHIBIT - B

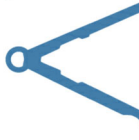
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DESIGN & DRAFTING

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Park City, UT 84098  
(801) 694-9683  
bill.draftmaster@gmail.com  
www.vansicklearchitecture.com

**KNUDSON  
SUBDIVISION  
REPLAT**

**KNUDSON PARCELS**

**PARK CITY, UTAH  
84098**

**PLAT LAYOUT  
AND  
GRADING**

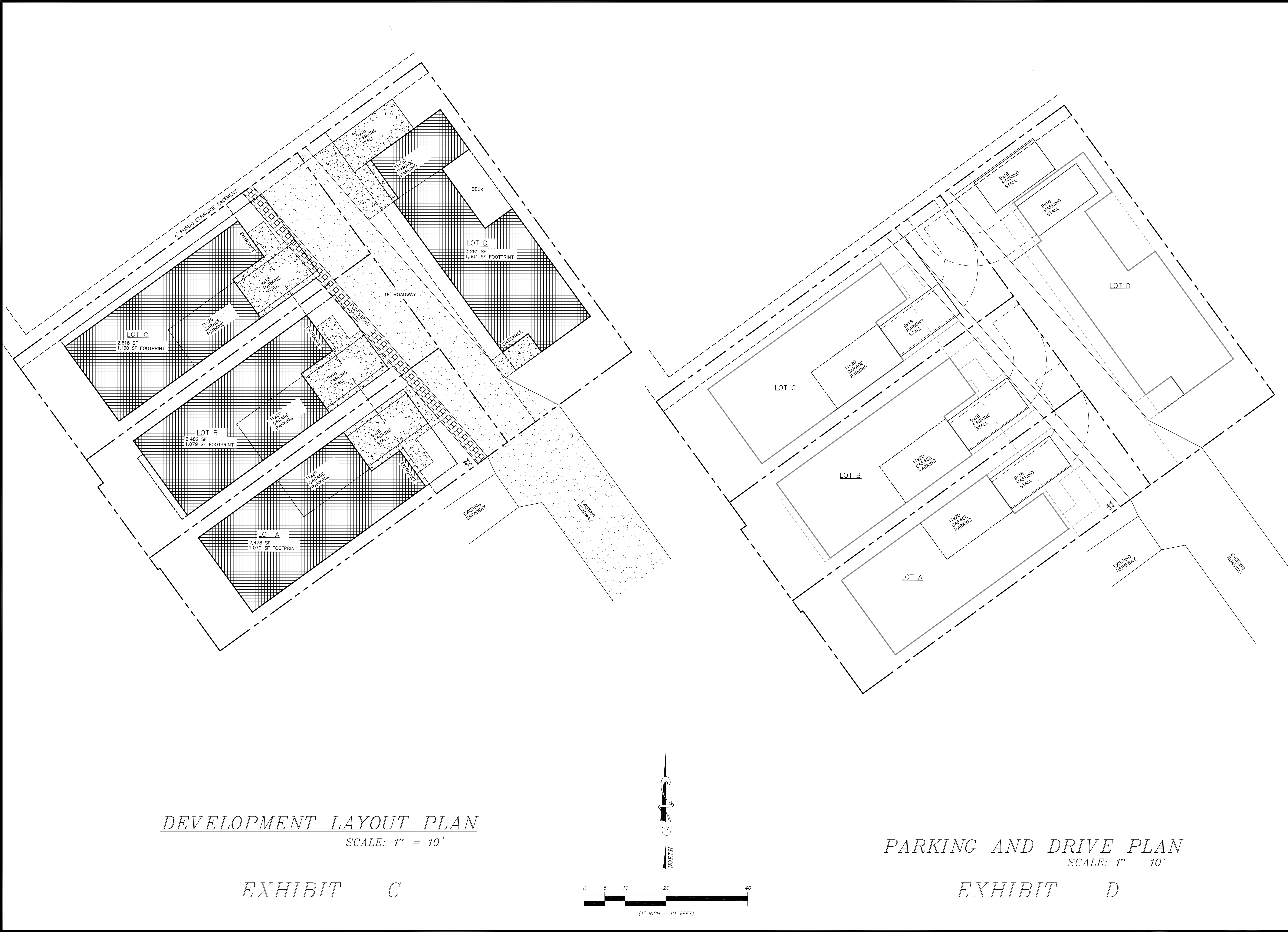
**DATE OF  
PLANS**

**25 MAR 2023**

**SHEET**

**A1.04**





*DEVELOPMENT LAYOUT PLAN*

SCALE: 1" = 10'

*EXHIBIT - C*

*PARKING AND DRIVE PLAN*

SCALE: 1" = 10'

*EXHIBIT - D*

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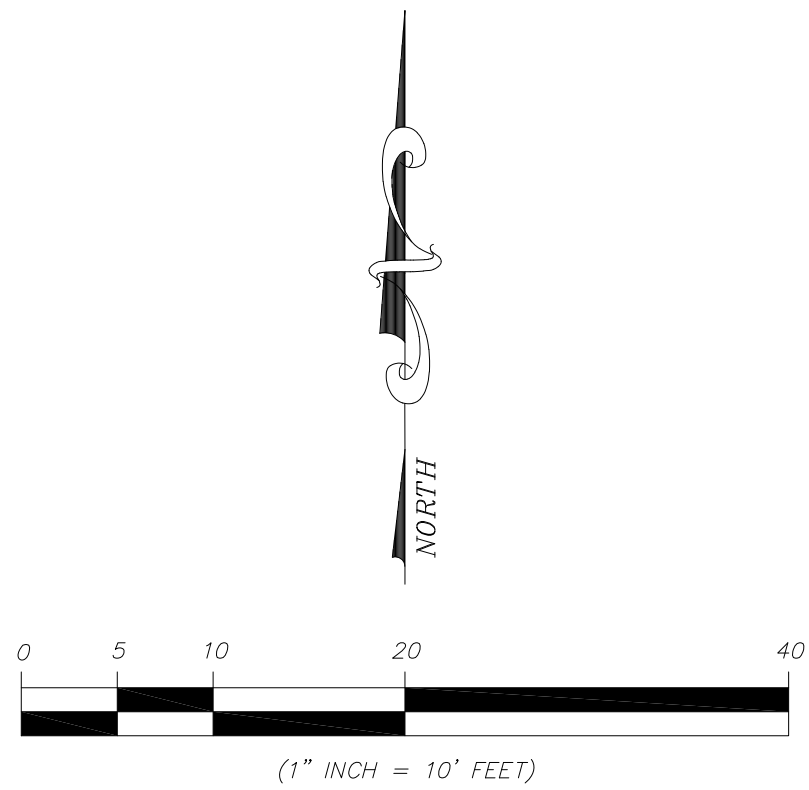
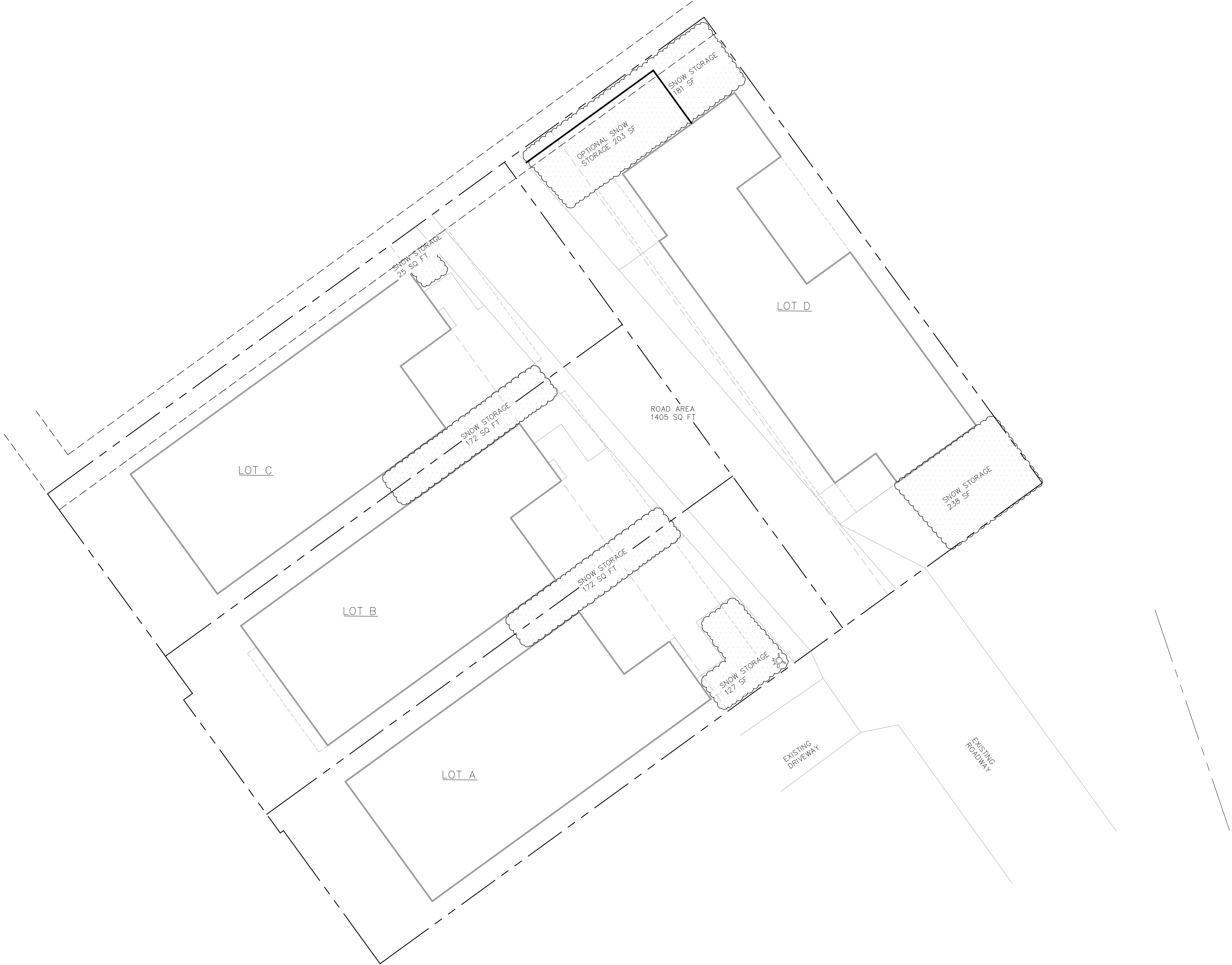
**KNUDSON PARCELS**  
  
**PARK CITY, UTAH  
84098**

**SITE LAYOUT  
& VEHICLE  
ACCESS**

**DATE OF  
PLANS**  
  
**15 MAR 2023**

**SHEET**  
  
**A1.05**





*SNOW STORAGE PLAN*  
*SCALE: 1" = 10'*

*EXHIBIT – E*

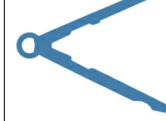
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KNUDSON  
SUBDIVISION  
REPLAT

KNUDSON PARCELS

PARK CITY, UTAH  
84098

SNOW  
STORAGE

DATE OF  
PLANS

15 MAR 2023

SHEET

A1.06



KNUDSON C AND SA-200  
PROPOSED SUBDIVISION  
PARK CITY, UTAH 84060

**Approved**  
02/15/2022 by mowens  
Park City Fire Service District

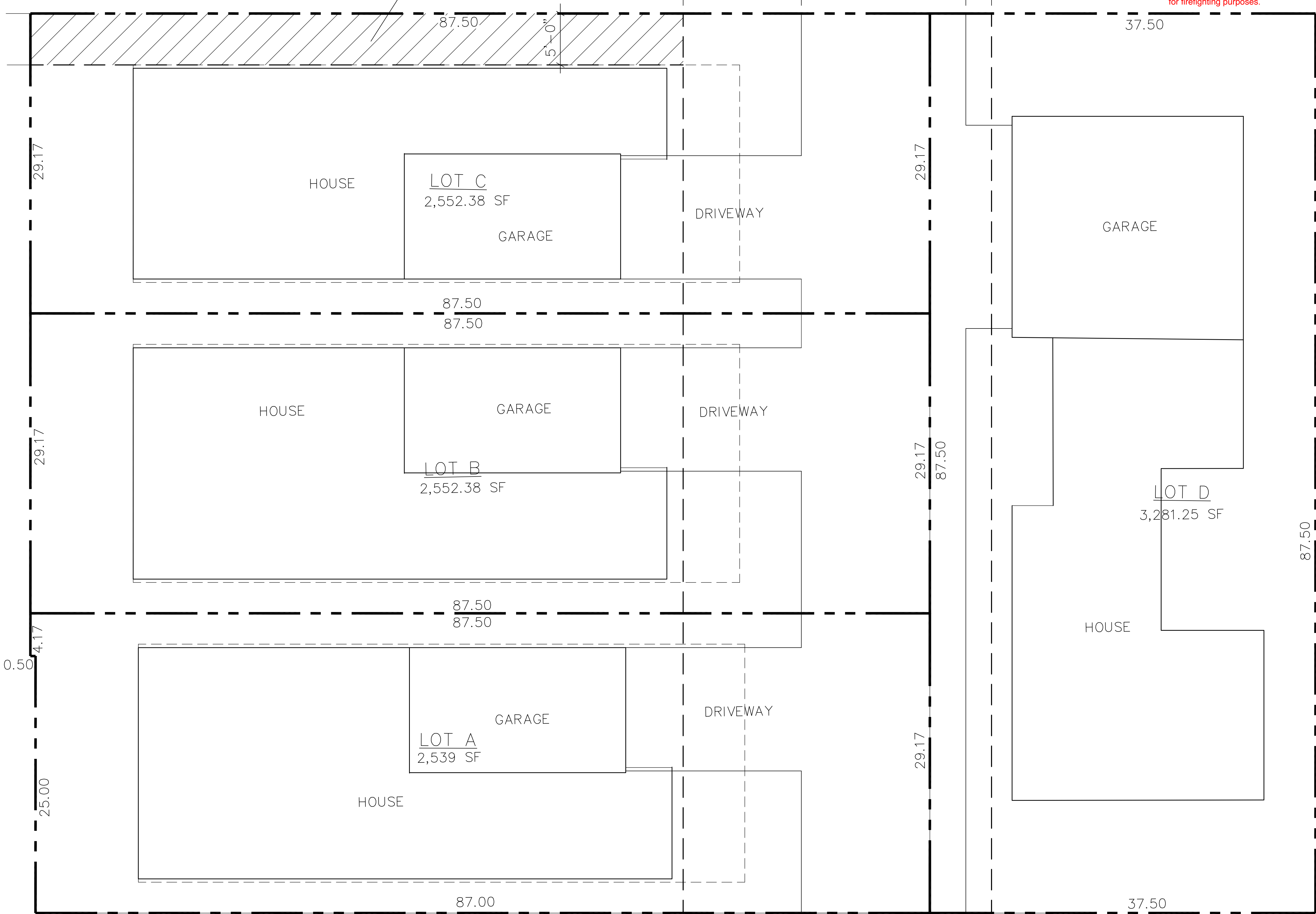
PCFD has reviewed this project for access only and finds that it meets the requirements for PCFD access. No other review has been performed and this only applies to PCFD access for firefighting purposes.

ACORN PROPERTY (KNUDSON B)  
5' NATURAL ASPHAT PATH  
FIRE DEPARTMENT EASEMENT IN  
PERPETUITY ALONG NORTH BORDER  
FROM EMPIRE AVENUE TO KNUDSON C

5' WIDE  
FIRE ACCESS EASEMENT  
WITH STAIRS

30' UTILITY EASEMENT

16' WIDE  
SHARED DRIVE



*PROPOSED SUBDIVISION*

16' WIDE  
SHARED DRIVE

(Emergency Access Plan:  
Exhibit F - Page A1.07)

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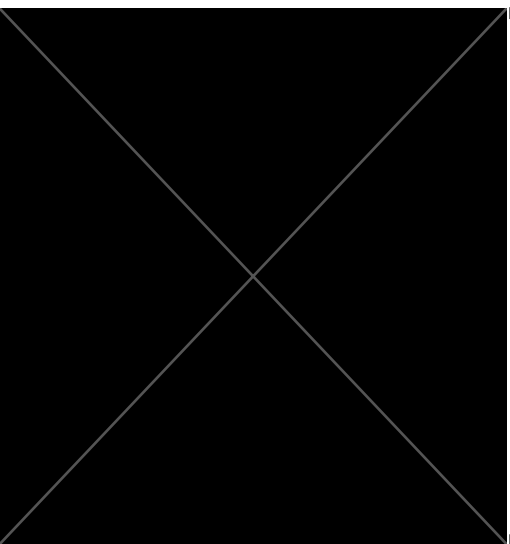
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KNUDSON  
C AND  
SA-200  
LOTS A-D

NEW SUBDIVISION  
1325 NORFOLK AVENUE  
PARK CITY, UTAH  
84043

SITE  
PLAN  
SCALE:  
1" = 5'

DATE OF  
PLANS  
9 FEB 2022



ESTIMATE

**Lane Jacobson Construction***Lane Jacobson, President*

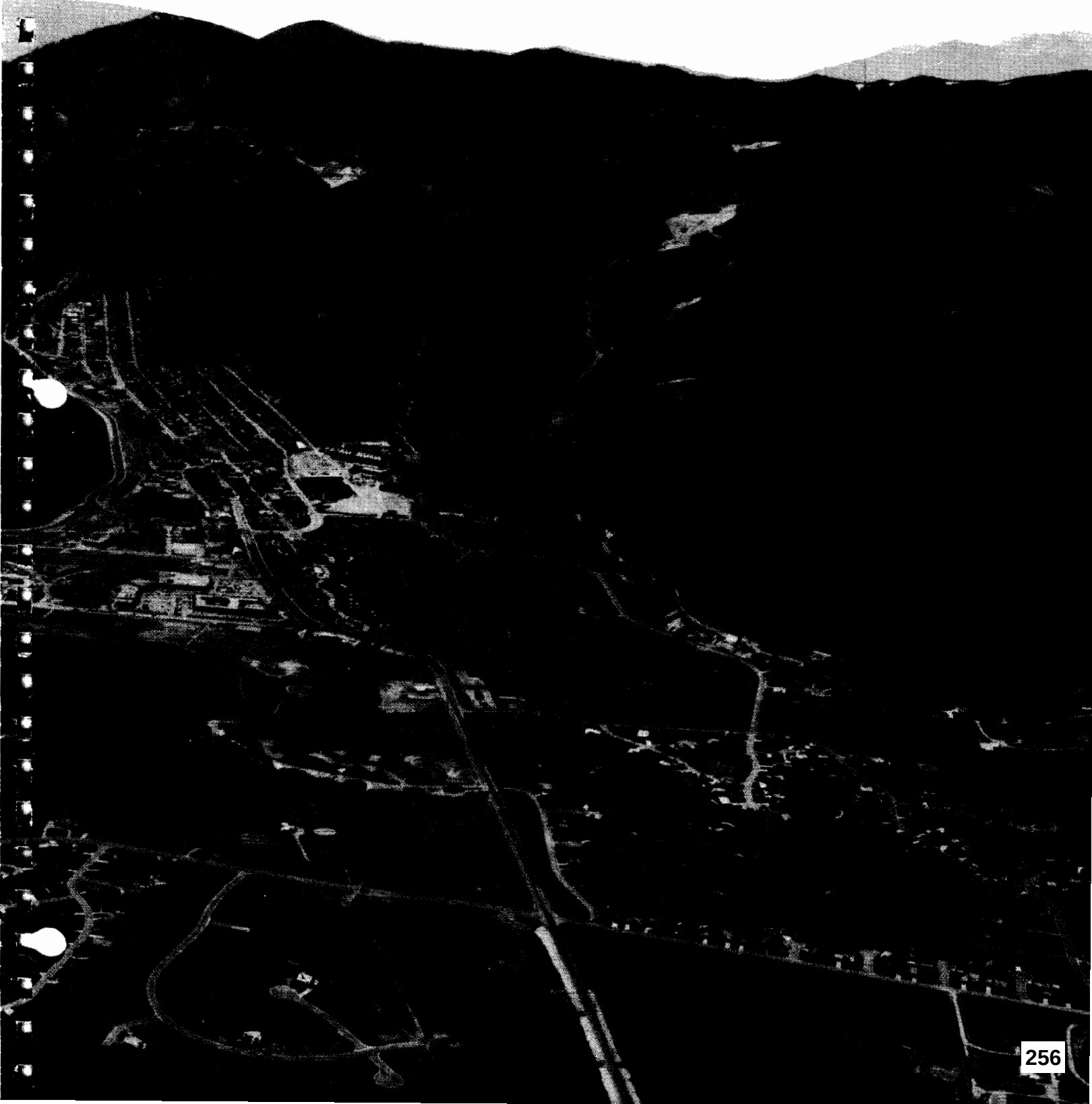
1600 E. Center Creek Drive  
 Heber City, Utah 84032  
 Phone: (435) 671-5915  
[letsbuildnow@yahoo.com](mailto:letsbuildnow@yahoo.com)

DATE 4/28/2023

| QTY                       | DESCRIPTION                                            | UNIT PRICE     | LINE TOTAL  |
|---------------------------|--------------------------------------------------------|----------------|-------------|
|                           | EXCAVATION/GRADE/BACKFILL ALL MATERIALS AND LABOR      |                | \$25,000.00 |
|                           | CONCRETE FOOTINGS/COLUMNS LABOR AND MATERIALS          |                | \$13,000.00 |
|                           | GLUE-LAM BEAMS FOR STAIR STRINGERS MATERIALS AND LABOR |                | \$15,000.00 |
|                           | STEEL VARIOUS KNIFE PLATES TO ATTACH STRINGERS         |                |             |
|                           | STEEL TREADS PER DESIGN SPEC'S                         |                |             |
|                           | ALL MISC. STEEL FOR CONNECTIONS ETC                    |                |             |
|                           | ALL LABOR                                              |                | \$13,500.00 |
|                           | STEEL GUARD/GRAB HANDRAIL MATERIALS AND LABOR          |                | \$6,000.00  |
| BASED ON PC DESIGN SPEC'S |                                                        | TOTAL ESTIMATE | \$72,500.00 |



# **STREETS MASTER PLAN PARK CITY UTAH**



PARK CITY  
STREETS MASTER PLAN

Prepared by  
Park City Municipal Corporation  
Planning Department  
Wayne Van Wagoner and Associates

Adopted  
Park City City Council  
July 19, 1984 ✓



## ACKNOWLEDGEMENTS

Mayor John C. Green, Jr.

### City Council Members

Bill Coleman  
Jim Doilney  
Al Horrigan  
Tom Shellenberger  
Bob Wells

### Planning Commission

Cal Cowher, Chairman  
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Carol Calder  
Steve Deckert  
Ruth Gezelius  
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Randy Rogers  
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Current Planning Admin.  
Alison Child, Planner II  
Erna Wilson, Secretary

Cover Photo  
Frank Steffey  
Aero-Graphics

Initial Research  
Wayne Van Wagoner &  
Associates

City Manager, Arlene Loble  
City Attorney, Tom Clyde  
Community Development Director, Mike Vance

## PARK CITY STREETS MASTER PLAN

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## SECTION I

### INTRODUCTION

Park City, Utah was established as a city in 1884 and experienced rapid growth with mining as the prime motivator. In the early 1900's, the City developed what could be considered its first master plan with the platting of properties and street rights-of-way. The plats did not follow natural land features, but rather imposed a grid system covering the town. Because of the City's general north-south orientation, the primary road network was set up parallel to existing Main Street with streets platted perpendicular to Main Street running up the steep mountain slopes on both sides of the valley. The streets running parallel to Main Street were platted with fifty (50) foot rights-of-way while those running perpendicular were allotted thirty (30) feet.

As the town grew, the citizens built roadways to access their properties as needed. These roadways typically followed the natural terrain and the routes provided the best access rather than adhering to the excessive grades of the platted system. The result is that some platted street rights-of-way still exist in areas where actual construction is neither economically feasible nor desirable, while other roadways exist on unplatted, prescriptive ways without benefit of a described right-of-way.

Recently, planning for transportation facilities in Park City has often been on a project-by-project basis tempered by a conceptual recognition of the overall circulation needs of the community. Recognizing the potential problems associated with that type of system, Park City Municipal Corporation retained the services of Wayne Van Wagoner and Associates, Inc. (WVW) to conduct two major studies of the Park City street system. The first, the Park City Transportation Master Plan, ascertained the amount of potential growth supportable by the capacity of the existing roadway network. The study included an analysis of the current zoning to determine the ultimate density of each area of the City, which was then compared and contrasted to the maximum capacity of the street system. Potential deficiencies were identified with specific recommendations formulated to alleviate existing or anticipated problems based on the existing network.

The Streets Master Plan represents an extension of the information gathered for the Transportation Master Plan. During the course of their development of this document, WVW personnel reviewed other pertinent studies, such as the Snyderville Basin Transportation Study, to insure the coordination of the area's roadway connections. WVW staff

did not, however, attempt to analyze the adequacy or accuracy of the Snyderville Basin Transportation Study, but rather accepted the projections as fact.

After reviewing the needs identified to upgrade the existing system as determined in the first study, this Plan recommends necessary improvements or changes required to upgrade the system to accommodate continued growth in Park City. The Streets Master Plan will serve as a guide for formally identifying needs and recommending specific improvements to the City's roadway network. It also makes recommendations for the clarification of informal review standards which are now being used.

Six major elements of this Plan provide the City Council, Planning Commission and City staff with the necessary tools to guide future development:

1. Streets Master Plan Map,
2. inventory of existing streets,
3. area analysis and recommendations,
4. roadway design standards,
5. City policies relating to streets, and
6. implementation strategies.

The map which accompanies the written text details the desirable sizes of all existing roadways in the City and also recommends sizes and approximate locations for new roads which will be required as Park City continues to develop. The text of this report analyzes area by area the operation of the street system. The appendices contain an inventory of all existing streets, detailed roadway design standards, and a proposed capital improvement plan.

This Streets Master Plan is intended to be a working document for public use. It should aid the City Council, Planning Commission, Historic District Commission and Staff in their decision making processes. It will aid homeowners in understanding what is planned for their neighborhood and developers in understanding what will be required in new development. This report should be updated as time passes and conditions change.



## SECTION 2

### AREA ANALYSIS AND RECOMMENDATIONS

The improvements recommended in this report reflect the most current available data based on proposed development and the facilities required to provide an adequate transportation system. Major considerations which served as additional input to the analysis are discussed below. More detailed information about specific roadway sections can be found in Appendix A of this study. Future linkages to outlying areas are also discussed. These needed connections were identified through careful consideration of available planning documents (primarily the Snyderville Basin Transportation Study) and in anticipation of future growth areas.

#### State Highway 224

State Highway U.224 north of Park City is expected to remain the main access corridor into town from the north and to continue as the primary link from Park City to I-80 and the Salt Lake Valley. Because this is a State road, the primary responsibility for its improvement and maintenance is outside the City's jurisdiction. Current plans are to widen the existing roadway to four lanes with a center turn lane at intersections. Both Summit County and Park City have adopted policies to limit the number of direct access points to the highway in order to preserve its capacity and allow a smooth flow of traffic. Development along designated portions of this road is subject to the provisions of the Frontage Protection Zone as detailed in the Land Management Code. It is essential that the City coordinate with the State to insure that highway improvements meet Park City's functional needs and visual desires.

The visual entrance experience along the side hill of the Snyderville Basin and across the Osguthorpe Meadow is important in maintaining Park City's attraction to visitors and residents. The City should encourage the state to make highway improvements in a manner which preserves the stream corridor, and lets the road conform to natural features rather than obliterate them. Visual and sound buffering should be provided nearby residential areas. Trail and sidewalk provision must be considered as part of this roadway's improvement.

Within Park City, U.224 is currently aligned along Park Avenue south to its intersection with Heber Avenue. It then proceeds east along Heber until it intersects with Marsac Avenue where it is then aligned on Marsac Avenue and continues south to its current pavement end, near the

Ontario Mine operation. An unpaved section for summer use continues to Brighton.

Upon the completion of the City's Belt Route east of and parallel to Park Avenue along the base of Masonic Hill, U.224 will be realigned along existing Snow Country Drive and the newly constructed arterial. The completion of the U.224 Belt Route will offer both relief to the congestion that currently occurs on Park Avenue as well as provide the primary means of access to the Main Street area and Deer Valley. U.224 is therefore, being constructed to arterial status along its entire length. The standard section recommended is usually a sixty (60) foot roadway within a one-hundred (100) foot right-of-way. This section has two lanes plus a median and provides sufficient space for future expansion to a five-lane roadway as increased demand warrants.

#### State Highway 248 - Kearns Boulevard

State Highway U.248 east of U.224 not only provides access to Park Meadows, Prospector Square, and other developments to the east, it also serves as the connecting link to U.S. 40 due east of Park City. This roadway is being upgraded to an arterial standard. The normal recommended section for this type of roadway is the same as for U.224 (sixty (60) foot roadway within a one-hundred (100) foot right-of-way). Traffic volumes projected for this arterial indicate that it too will eventually require four lanes as development both within the City and to the east continues. Given the traffic volumes associated with this type of roadway, the City should consider limiting additional access points to areas which can best accommodate multiple users. Pedestrian and trail connections are especially important given the proximity of the schools to the highway. Development along this road is subject to the provisions of the Frontage Protection Zone as detailed in the Land Management Code.

#### Park Meadows Area

At present, the entire Park Meadows area is provided access by Monitor Drive to the south and Holiday Ranch Loop Road to the west. The residential growth proposed for Park Meadows and the projected growth for adjoining areas will ultimately require the development of additional linkages. The recently approved master circulation plan for Park Meadows Golf Course shows an additional connection directly to U.248 along the eastern boundary of the Treasure Mountain Middle School parcel. The internal connections of Lucky John Drive to Meadows Drive, and the links between Meadows Drive in Ridgeview Subdivision to both American Saddler and Meadows Drives in Park Meadows Subdivision have been recently assured by that approval. The circulation within the Park Meadows area has, therefore, been designed to handle



projected needs. As Park Meadows becomes more fully developed, the intersections of Monitor Drive and Kearns Boulevard and Holiday Ranch Loop Road and U.224 will require redesign to facilitate smooth and safe traffic movement.

The Streets Master Plan, in order to be an effective planning tool, must look beyond established growth areas. The current plan identifies areas which will require connections as development occurs. In the Park Meadows area, multiple access points have been shown on the Streets Master Plan Map. Access points have been delineated adjacent to the Round Valley area (three points identified) and connecting into the Mountain Top Subdivision area. A road stub to the west is part of the approved plans for Ridgeview condominiums. Both of these areas are currently outside city limits but within Park City's Annexation Plan area. Plans for these areas must be carefully evaluated by the city to avert negative impacts on existing city development. Similarly, both the City and the County have acknowledged the need for the future connection between Round Valley and U.248 which would likely parallel U.S. 40. Additional development in this area will need to be carefully reviewed to ensure that adequate connections between areas are guaranteed.

#### General Commercial Area

The relocation of U.224 within the City indicates that a direct connection should be provided between the new Belt Route (U.224) and the Prospector Square Area. Bonanza Drive has recently been constructed to provide this link between Highways U.224 and U.248. Because of the anticipated traffic along this corridor, Bonanza Drive is considered a collector and direct access will be restricted. Development along this road is subject to the provisions of the Frontage Protection Zone as detailed in the Land Management Code.

Development of the area between Iron Horse Drive and Kearns Boulevard should be completed in a manner that provides internal linkage rather than necessitating use of the perimeter streets.

#### Park City Ski Resort Area

The area adjacent to the Park City Ski Resort has received approvals for significant residential development. The anticipated development will necessitate considerable improvement to the existing street system. The Park City Transportation Plan identified specific improvements required to provide adequate circulation. Included in Wayne Van Wagoner and Associates recommendation was the formation of a one-way couplet using Empire and Lowell Avenues and the widening of Silver King Drive and Empire Avenue to Park Avenue. The recent reconstruction of Empire Avenue from its

intersection with Park Avenue will provide two through lanes in each direction as well as specified turn lanes. This modification and the proposal that Empire and Lowell Avenues north of Manor Road form a one-way couplet have been incorporated into master planning for the area. Efforts to route skier traffic through the Thaynes Canyon residential area should be discouraged in order to protect the safety and character of the subdivisions.

#### Deer Valley Area

The Deer Valley area in the southeast section of the City offers recreation opportunities and has been master planned for extensive residential development. Deer Valley Drive will connect to the realigned U.224 and be maintained as a major collector. The minimum recommended section for this roadway is thirty-six (36) feet of pavement within the present fifty (50) foot right-of-way. This would provide sufficient latitude to include a reversible center lane if traffic warrants. The capacity assumptions made in the Transportation Master Plan were based on the implementation of this reversible center lane since acquisition of additional right-of-way is complicated by existing buildings. As traffic increases to Deer Valley, it is also anticipated that parking along the roadside will have to be restricted to insure efficient traffic movement. Since the link presents a potential bottleneck, traffic should be carefully monitored. Acquisition of additional right-of-way may warrant consideration.

A direct connection to U.248 east of Prospector Square from Deer Valley was also recommended in order to alleviate some of the pressure from the existing entrance and to provide a secondary access to the area. This new collector road is planned to have a 36' pavement width in a 50' right-of-way. The present Solamere Drive right-of-way varies from 50-66' in width. Although not designed, the probable alignment would connect through Solamere Subdivision to the Richardson Flat Area, east of Prospector Park. The design, capacity and functional characteristic of this roadway, outside the present city limits, must be carefully planned in order to respect the character of the existing subdivision while at the same time taking some pressure off the Deer Valley Entrance Road.

#### Old Town Area

The existing rights-of-way owned by the City were laid out in a grid system that frequently did not reflect the topography of the area. Where roads were built to conform to the topography, they are often outside of the dedicated rights-of-way.



Many of the platted rights-of-way are on ground too steep to allow the construction of safe roadways. Park City's long and sometime harsh winters require that streets be passable when snow-covered or icy. In many areas the cost of construction would be very expensive because of the need for extensive regrading and retaining walls. In these instances, the platted right-of-way should be deemed unbuildable and should be retained as pedestrian corridors, fire breaks, open spaces or pocket parks, or utility easements. In limited cases the rights-of-way should be sold or traded to provide formal rights-of-way on existing prescriptive easements.

A total of thirty-eight sections of right-of-way were identified that do not appear to be needed for roadways. The table on the following page identifies these sections and provides specific recommendations for the long-term disposition of each segment.

TABLE I

EXISTING RIGHTS-OF-WAY CONSIDERED UNBUILDABLE

| <u>Street Name</u>                     | <u>Location</u>                 | <u>Comment</u>                                                                                            |
|----------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------|
| First Street R.O.W.<br>(aka King Road) | Hillside to Marsac R.O.W.       | Use as exchange parcel to extend Ontario Ave. to by-pass "slide for life hill"                            |
| Second Street R.O.W.                   | Marsac R.O.W. to Ontario R.O.W. | Use as exchange parcel to extend Ontario Ave. to by-pass "slide for life hill"                            |
| Second Street                          | Norfolk to Main Street          | Maintain minimum 20 foot pedestrian and utility access                                                    |
| Third Street R.O.W.                    | Marsac R.O.W. to McHenry R.O.W. | Maintain minimum 20 foot pedestrian and utility access                                                    |
| Third Street                           | Norfolk to Park Avenue          | Maintain minimum 20 foot pedestrian and utility access                                                    |
| Fourth Street R.O.W.                   | Marsac R.O.W. to McHenry        | Maintain minimum 20 foot pedestrian and utility access                                                    |
| Fourth Street R.O.W.                   | McHenry R.O.W. to Provo R.O.W.  | Consider realignment as adjoining blocks develop                                                          |
| Fourth Street R.O.W.                   | Woodside to Park Avenue         | Maintain minimum 20 foot pedestrian and utility access                                                    |
| Fifth Street R.O.W.                    | Marsac R.O.W. to Heber Ave.     | Maintain minimum 20 foot pedestrian and utility access. Consider realignment as adjoining blocks develop. |
| Fifth Street R.O.W.                    | Woodside to Park Avenue         | Maintain minimum 20 foot pedestrian and utility access                                                    |



| <u>Street Name</u> | <u>Location</u>                                         | <u>Comment</u>                                                                                          |
|--------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Unnamed R.O.W.     | Norfolk to Woodside<br>(between 5th and 6th<br>streets) | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Sixth Street       | Norfolk to Park Avenue                                  | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Seventh Street     | Norfolk to Woodside Avenue                              | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Nineth Street      | Park Avenue to the east                                 | Excess                                                                                                  |
| Nineth Street      | Lowell to Woodside                                      | Maintain minimum 20 foot<br>pedestrian and utility<br>access. Access to Yellow<br>Slicker Condominiums. |
| Tenth Street       | Park Avenue to the east                                 | Access to Park Station<br>Condominiums                                                                  |
| Eleventh Street    | Park Avenue to the east                                 | May be City Park access                                                                                 |
| Eleventh Street    | Lowell to Empire to Norfolk<br>to Woodside              | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Twelfth Street     | Empire to Norfolk                                       | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Twelfth Street     | Lowell Avenue to Empire                                 | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Thirteenth Street  | Norfolk to Empire Avenue                                | Maintain minimum 20 foot<br>pedestrian and utility<br>access                                            |
| Allison R.O.W.     | Kamas R.O.W. to Coalville<br>R.O.W.                     | Excess                                                                                                  |
| Coalville R.O.W.   | Marsac Ave. to Provo R.O.W.                             | Excess                                                                                                  |
| Kamas R.O.W.       | Allison R.O.W. to Provo<br>R.O.W.                       | Excess                                                                                                  |

| <u>Street Name</u>  | <u>Location</u>                                                     | <u>Comment</u>                                                                          |
|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| rsac R.O.W.         | North of Second Street<br>R.O.W. to south of First<br>Street R.O.W. | Use as exchange parcel<br>to extend Ontario Ave.<br>to by-pass "slide for<br>life" hill |
| McHenry R.O.W.      | Fifth Street R.O.W. to<br>railroad cut                              | Excess                                                                                  |
| McHenry R.O.W.      | Railroad cut to Third<br>Street R.O.W.                              | Use as exchange parcel<br>for Rossie Hill Drive<br>realignment                          |
| Norfolk R.O.W.      | Empire to Thirteenth Street                                         | Unbuildable                                                                             |
| Ontario R.O.W.      | Rossie Hill Drive to Second<br>Street R.O.W.                        | Maintain minimum 20 foot<br>pedestrian and utility<br>access                            |
| Provo R.O.W.        | Heber Avenue to Rossie Hill<br>Drive                                | Use as exchange parcel<br>to acquire Olive Branch<br>R.O.W.                             |
| Provo R.O.W.        | Kamas R.O.W. to Heber Avenue<br>R.O.W.                              | Excess                                                                                  |
| ige Avenue R.O.W.   | Norfolk Avenue to the south                                         | Use as exchange parcel<br>to acquire Anchor Ave.<br>R.O.W.                              |
| Sandridge R.O.W.    | Hillside Avenue to Second<br>Street                                 | Use as exchange parcel<br>to acquire R.O.W. for<br>existing Sandridge                   |
| Swift Street        | McHenry Ave. R.O.W. to<br>to Provo Ave. R.O.W.                      | Use as exchange parcel<br>to secure R.O.W. for<br>existing Olive Branch Rd.             |
| Utah Avenue R.O.W.  | In line with Second Street                                          | Excess                                                                                  |
| Utah Avenue R.O.W.  | Sampson Avenue to King Road                                         | Use as exchange parcel<br>to secure R.O.W. for<br>existing Sampson Ave.                 |
| Woodside R.O.W.     | At Millsite Way alignment                                           | Excess                                                                                  |
| Unnamed Private Rd. | East of Park Avenue 13th to<br>14th                                 | May be City Park access                                                                 |



### Old Town Area (continued)

Numerous sections of roadways are also located outside of existing, platted rights-of-way owned by the City. These sections are primarily within the older sections of the City and have been used by the public for a long time. Consequently, these streets exist on prescriptive easements. A defined right-of-way for these streets should be secured and the roadways upgraded to the recommended minimum standards. Alternatives for acquiring needed rights-of-way would include trading, requiring dedication prior to development, and the possible purchase of critical sections. The following table identifies those public roadways located outside of existing rights-of-way.

TABLE II

STREETS LOCATED OUTSIDE OF EXISTING RIGHT-OF-WAY

|                                                             | <u>R.O.W.<br/>Required</u> | <u>Existing<br/>Pavement<br/>Width</u> | <u>Ultimate<br/>Recommended<br/>Pavement<br/>Width</u> |
|-------------------------------------------------------------|----------------------------|----------------------------------------|--------------------------------------------------------|
| Chambers Avenue South of Plat                               | 60.0'                      | 23.0'                                  | 36.0'                                                  |
| Crescent Tram, Empire to Norfolk                            | 30.0'                      | 24.5'                                  | 20.0'                                                  |
| Deer Valley Loop, Deer Valley Drive to<br>Rossie Hill Drive | 50.0'                      | 12.0'                                  | 25.0'                                                  |
| Empire-Lowell Turn at 8th.                                  | 50.0'                      | 24.0'                                  | 25.0'                                                  |
| Hillside at intersection with Main St.                      | 50.0'                      | 17.0'                                  | 25.0'                                                  |
| King Rd., Norfolk to Main Street                            | 50.0'                      | 15.5'                                  | 25.0'                                                  |
| Lowell, 14th. to Silver King Drive                          | 55.0'                      | 23.5'                                  | 40.0'                                                  |
| Marsac, 2nd. plus to Hillside                               | 60.0'                      | 21.0'                                  | 36.0'                                                  |
| Marsac, 50' plus North of 3rd. St.                          | 60.0'                      | 21.0'                                  | 36.0'                                                  |
| Marsac, 5th. to Deer Valley Drive                           | 60.0'                      | 21.0'                                  | 36.0'                                                  |
| McHenry, South of Coalition View Court                      | 50.0'                      | 15.0'                                  | 25.0'                                                  |
| Norfolk between 2nd. and 3rd.                               | 30.0'                      | 16.5'                                  | 20.0'                                                  |

TABLE II (Continued)

|                                              | <u>R.O.W.</u><br><u>Required</u> | <u>Existing</u><br><u>Pavement</u><br><u>Width</u> | <u>Ultimate</u><br><u>Recommended</u><br><u>Pavement</u><br><u>Width</u> |
|----------------------------------------------|----------------------------------|----------------------------------------------------|--------------------------------------------------------------------------|
| Ontario Avenue, 5th. to Deer Valley Drive    | 30.0'                            | 13.0'                                              | 20.0'                                                                    |
| Ontario Canyon (U.224)                       | 60.0'                            | 23.0'                                              | 36.0'                                                                    |
| Ontario Avenue, 3rd. to Marsac Ave.          | 50.0'                            | 13.0'                                              | 25.0'                                                                    |
| Ridge Avenue, King Rd. to Daly Ave.          | 50.0'                            | 14.0'                                              | 25.0'                                                                    |
| Prospect Avenue South of Plat                | 30.0'                            | 11.5'                                              | 20.0'                                                                    |
| Rossie Hill, Provo Avenue to McHenry         | 50.0'<br>(plus turn around)      | 12.0'                                              | 25.0'                                                                    |
| Sampson Avenue, King Road to Norfolk at 2nd. | 50.0'                            | 10.0'                                              | 25.0'                                                                    |
| Silver King Drive, Park Avenue to Empire     | 50.0'                            | 23.5'                                              | 25.0'                                                                    |
| Woodside, 8th. to 6th.                       | 50.0'                            | 23.5'                                              | 25.0'                                                                    |
| Woodside, 13th. to 15th.                     | 50.0'                            | 23.0'                                              | 25.0'                                                                    |



### Old Town Area (continued)

The Transportation Master Plan identified specific improvements which need to be made in order for the system to function better now and accommodate anticipated growth. Included in Wayne Van Wagoner and Associates recommendations was the provision of more parking in Swede Alley, the striping of parallel parking spaces along Main Street, the provision of bus loading zones and pedestrian plazas, and the implementation of a vigorous night-time snow removal program. The capacities along existing roadways in the old part of town could be enhanced, especially in the winter, by installing curb and gutter. The placement of curb and gutter along the existing streets would also define snow plowing limits and on-street parking areas. The Plan recommended that key Old Town intersections be redesigned. Included were: 1) the Main Street/ Hillside Avenue/Daly Avenue turnaround; 2) the Swede Alley/Main Street intersection, 3) the Swede Alley/Heber Avenue intersection; and, 4) the Park Avenue/Heber Avenue obstructed intersection. Also, the Plan encouraged the upgrading of Swede Alley and the eventual combination with Main Street into a one-way couplet. Other changes proposed include the location of bus drop-off areas and loading zones along Main Street.

At some time in the future, it may be appropriate to close Main Street to general traffic. Development along the street and associated circulation requirements must be accomplished in a manner that preserves this option. Presently no sole access to parking areas exists between the Treasure Mountain Inn and Heber Avenue. No new development should be approved on Main Street which would compromise the possibility of Main Street becoming an auto-free pedestrian area.

The Streets Master Plan not only inventoried existing roadways and identified current deficiencies, but also recommends the upgrading of required segments to provide the necessary flexibility to accommodate future traffic. In the Old Town area, this becomes especially critical because of the topographic constraints and density of development. Intersection redesign to separate residential streets from higher volume streets should be considered; for example, directing traffic east on Deer Valley Drive (U.224 Belt Route) rather than south along Park Avenue. Recent interest in the Historic District as a primary residence area has been demonstrated by recent requests for more restrictive zoning and by increasing single family home construction. Street improvement to provide more convenient access and development of unusable rights-of-way as open space or pocket parks should be considered and discussed with neighborhood groups. The Streets Plan has recommended the considerable upgrading of roadways which will bear the burden of traffic generated by future development areas.

Marsac and Daly Avenues, and to a lesser degree King Road, will eventually provide the primary link to the developable areas south of town.

Marsac Avenue currently provides the only access to the Ontario Mine and is utilized by construction traffic to access Deer Valley and by the general public to Guardsman Pass. Given both the development potential of the area and the possibility that the road to Brighton may be maintained to provide year-round access, Marsac Avenue will be relied upon as a major link. Given the long steep down hill of this road, a run-away vehicle escape lane should be considered. The recent annexation of a portion of Ontario Canyon provided sufficient right-of-way and adjoining land to permit the improvement of the roadway and allow for construction of a truck escape lane.

As Park City Ski Resort and Deer Valley Ski Area expand toward each other, the development potential will focus attention on the need for additional access to this area. The proposed "Interconnect" ski lifts which may join Park City with ski areas in Big and Little Cottonwood Canyons will also generate interest in this part of the City. It is therefore incumbent on the City to begin to secure the necessary right-of-way to provide for the eventual enlargement of Marsac Avenue. A cross-section providing for thirty-six (36) feet of road within a sixty (60) foot right-of-way is recommended as a minimum.

Daly Avenue, to a lesser extent than Marsac, will also need to anticipate future growth activities. A recommended cross-section with twenty-six (26) feet of pavement within a fifty foot (50) right-of-way is recommended. Existing development along Daly Avenue will make acquisition of the full 50' right-of-way very difficult. It may be advisable, at the time engineering drawings are prepared, to define a varying right-of-way in tightly constrained areas, but obtain the full right-of-way in newly developing areas. Construction with less than the 50' right-of-way will force less desirable locations for utilities and sidewalks. As this area develops, connections between Ontario and Empire canyons should be encouraged wherever appropriate to ensure proper circulation.



## SECTION 3

### IMPLEMENTATION STRATEGIES

The value of having a Streets Master Plan is not derived solely from the identification of required improvements to the streets network. A key element of having such a comprehensive inventory and assessment is that it provides the City with information to permit the prioritization of needed actions. The following methods should be used to implement necessary street improvements.

#### Capital Improvement Budget

By including a yearly budget for construction and/or the acquisition of additional property for roadway upgrading, an on-going program is established to achieve the recommendations of this study. Typically, these recommendations are incorporated into the capital improvements budget which represents a commitment by City officials to the upgrading of the street system.

In the proposed capital improvements budget prepared by Wayne T. Van Wagoner and Associates, Inc., improvements to the street system which are not part of the state highway system were identified and ranked according to their priority of importance. The sample budget prepared, see Appendix C, identified numerous street sections to be improved over the next five years.

As the Comprehensive Plan is developed, the prioritization of streets should be re-examined in light of current objectives. Also, it is recommended that more current trip generation and auto usage information be developed. Wayne Van Wagoner and Associates surveyed auto usage during the Winter of 1980. They also estimated trip generation for various types of uses. Due to the age of the material and its sampling technique limited to larger accommodation complexes close to the ski lifts, the Staff has little confidence in its suitability for traffic projection. Dwellings in other parts of town may well exhibit different auto usage patterns. Also, no summer auto usage figures have been developed. Observations suggest that a much higher percentage of summer visitors will use automobiles due to the wider geographic distribution of summer attractions.

#### Project Review

The adoption of a Streets Master Plan will enable the City to reasonably require street improvements as a condition of the approval of new development. In some cases it may be practical to require the developer to install the improvements. In other cases when improvements could not stand alone, it may be more reasonable to require security to

assure the installations of improvements at a future time in conjunction with surrounding street improvements. For permitted use projects, it may be necessary for the city to compensate landowners for necessary right-of-way or improvements.

### Neighborhood Action

Roadways which are severely substandard and pose real life and safety hazards should receive top priority. The most pressing problems exist in the old part of town. It may be appropriate in the most critical areas to prohibit additional development until roadway improvements are assured.

It may be advantageous to establish special improvement districts to improve certain areas. Roadways which serve as links in city-wide transportation should be considered differently from those which serve isolated areas.

### Engineering Evaluation

The Streets Master Plan indicates those areas where modifications to the city's circulation system needs attention. It is based on maps and aerial photos which provide an area-wide perspective. It is not intended to yield a product of an accuracy necessary for the design of specific improvements.

The next step after adoption of the plan should be the preparation of engineering-drawings to plat the areas necessary for acquisition. The adoption of these specific roadway plan lines will enable the city to secure rights-of-way before development occurs. Construction drawings would be prepared as roadway improvement projects are funded.

The subdivision ordinance should be amended to require the submission of 400 scale and 1000 scale plats of approved developments so that the city's base maps may be easily updated.

With the adoption of the Streets Master Plan, the City has taken the lead role. The establishment of standards for roadways in Park City provides the basic platform from which individual streets can be evaluated. While certain suggestions presented throughout this report are recommended as unique or separate approaches to specific problems, a combination of these or alternative strategies may prove the most effective tact. The first step is the adoption of the Streets Master Plan. Once the basic document is in place, the actual mechanisms for achieving a balanced and efficient streets network can be developed.



## SECTION 4

### STREET-RELATED ISSUES

As the City has reviewed street-related projects such as subdivisions and master planned developments, consistent ways of dealing with similar situations have developed. In order to clarify these "informal policies" it is recommended that they be incorporated into the adopted regulations of Park City. Some items are of a very specific nature and may be appropriate to be included in ordinances. Other items are flexible and more appropriately discussed as part of design standards or guidelines. The following list reviews specific subjects and includes recommendations for adoption or inclusion in development standards. Adoption of the Streets Master Plan makes the following items of record and thus enforceable requirements of development.

#### Dedication of Rights-of-Way

It has generally been required that all roadways be constructed to City standards. The City's position has been that roads serving more than one multi-unit development should be public ways and those serving a single multi-unit development should be private. Accesses to three or fewer individual units may be classified as driveways and not be required to conform to the City's construction standards. The City, at its option, may either refuse or accept the dedication of roads. Prior to plat approval the City will reach an agreement with the developer concerning maintenance of the road. It is the City's objective to minimize maintaining and snow plowing roads where widely scattered uses exist, such as large subdivisions with few residents. Ordinance language addressing these elements should be added to the Subdivision Ordinance, the Master Planned Development section of the Land Management Code, and the Construction Standards.

#### Installation of Public Improvements & Revegetation

The City has required as a condition of project review that the developer install all public improvements, including streets, curbs and gutters, sidewalks, street signs, street lights, survey monuments, utility systems, drainage systems, and revegetation. In areas identified for trail connections on Park City's Parks Master Plan, developers must construct and offer for dedication all required trails. All areas disturbed during the course of any construction must be revegetated within a specified time period but in most cases not later than October 15th of each year. Street naming and numbering must be assigned in compliance with Park City guidelines. Ordinance language addressing these elements should be added to the Subdivision Ordinance, the Master

Planned Development section of the Land Management Code, and the Construction Standards.

#### Connections to Adjoining Properties

The Subdivision Ordinance, Section 5.1, requires that "Subdividers shall locate streets within the subdivision so that the streets will connect with existing streets. Streets shall be located and designed so that the adjoining land shall not be diminished in value. If the adjoining land is zoned for residential use, streets shall be located so that the adjacent land may be most efficiently subdivided. Half streets on the boundary of a subdivision are prohibited". This section should be strengthened and also added to the Master Planned Development section of the Land Management Code. New wording should stress that connections must be provided in logical locations based on planning considerations, not value of adjacent property. It should also be stressed that compliance with the Streets Master Plan is required.

#### Double Access Requirement

It is the City's policy with encouragement from the Fire District that all projects, except those on an approved cul-de-sac, provide two separate and distinct means of access. One roadway divided by a median is not considered to satisfy the two access requirement. In phased developments or in projects which abut developing property, interim systems may be accepted so that the second access may not have to be designed or improved to the full City standard for roadways in the first phase of new development. Ordinance language specifying this requirement should be added to the Subdivision Ordinance and Master Planned Development section of the Land Management Code. An option should be provided which would allow discretionary consideration of alternative second accesses such as aerial tramways.

#### Structures Located Within Rights-of-Way

In limited cases and usually because of steep terrain, the city has allowed private parties to construct structures within public rights-of-way. Typically these have been retaining walls to stabilize slopes or help access property. The City Engineer will review these improvements in order to be certain that they will not compromise the City's ability to maintain and improve the street and utilities in accordance with adopted plans and reasonable standards. A legally binding agreement must be executed between Park City and the property owner to protect the City's liability and provide for the removal of the structure as necessary for street improvement.



### Roadway Design Standards

Standards for various sizes and capacities of roadways as well as standards for grades, intersections and sight considerations have been tailored for Park City as part of the Streets Master Plan. Those standards, based on safe traffic engineering principles, are contained in Appendix B. It is recommended that these standards be adopted and added to the Park City Construction Specifications and Design Standards.

### Frontage Protection Areas

It is the City's requirement that substantial landscaped buffer areas be provided along the main corridors entering town. These areas are open and relatively free of any structures. Because of the location of these along major roadways, access is restricted and jointly used driveways are encouraged. Direct access will be approved only when no other alternatives for access are possible. Consult the Land Management Code, Section 8.8 for actual ordinance requirements.

### Street Closures and Vacations

It is the City's position that any unused portions of street rights-of-way be formally closed. On an individual basis, the City will decide whether to retain, sell, or trade these parcels based upon their location. All property owners of adjoining ground will be duly notified prior to any formal action.

### Trails

A revised trails map is adopted as part of the Streets Master Plan. New developments must install, or provide security to cover the cost of installation, trails which traverse the developing parcel. Standards for the construction of bicycle, hiking and equestrian trails are shown in Appendix B - Roadway Design Standards.

## APPENDIX A

### INVENTORY OF EXISTING STREETS

In order to develop a master plan for the street network within Park City, a comprehensive inventory of the entire street system was conducted. The assessment included a review of existing plats and a study of available aerial photographs. Wayne Van Wagoner and Associates performed an on-site analysis of each street segment. The results of this inventory/analysis provided the basis for developing both the roadway standards and needs section of this study and the Streets Master Plan Map.

The results of the inventory have been tabulated and are presented in Table I of this appendix. Additional information regarding the recommended cross-sections are included in the table and are briefly discussed in the Area Analysis and Recommendations element of this report.

Current plats of the entire City were obtained from both Park City and Summit County officials. The plats were used in conjunction with aerial photographs in the development of an accurate right-of-way map for Park City. This product was determined to be necessary when it became apparent that no single source of right-of-way information existed. The Streets Inventory Map was prepared by Wayne Van Wagoner and Associates using this right-of-way map as a base.

During the course of preparing this document, many questions were raised regarding the physical condition of streets and their load limit capacities (in a structural context). None of the City streets were core drilled or otherwise analyzed to ascertain their ability to withstand construction or service vehicles. Determining the practical weight limits of City streets would be of great value in preserving the life of the existing system and in anticipating needed capital expenditures, but was determined to be beyond the scope of this report. Wayne Van Wagoner and Associates rated the apparent condition of each street as good, fair, or poor, depending on physical appearance and surface ride-ability, although no determination of the conditions of the sub-grade or structural integrity of the asphalt was attempted.

In certain instances, additional analysis may be required to determine the best method for reconstructing a particular street section, for acquiring additional right-of-way, or for disposing of excess rights-of-way. This master planning document is intended, primarily, to serve as a guide for directing future development and will likely require modification and updating as situations change.



## INVENTORY OF EXISTING STREETS

| LOCATION               |                                                 | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|------------------------|-------------------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|---------|
| STREET NAME            |                                                 | LIMITS        |               |               |                |                     |                    |               |          |           |           |         |
| Aerie Drive            | U.224 Belt Route to the East                    | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Aerie Circle           | U.224 Belt Route to the East                    | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Allison R.O.W.         | Kamas R.O.W. to South of Coalville R.O.W.       | 15            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         | Unbuilt   |         |
| Amber Court            | Amber Road to the North                         | 0             | N             | N             | 24             | R                   | 0                  | N             | Y        | N         | Good      | Private |
| Amber Road             | Solamere Drive to the West                      | 0             | N             | N             | 24             | R                   | 0                  | N             | Y        | N         | Good      | Private |
| American Saddler Drive | North of Arabian Dr. to Lucky John Dr.          | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Annie Oakley Dr.       | Sidewinder Dr. to Sidewinder Dr.                | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Arabian Drive          | American Saddler Dr. to Holiday Ranch Loop Road | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Avatar Court           | Telemark Dr. to Queen Esther Dr.                | 50            | N             | N             | 25             | R                   | 0                  | N             | N        | N         | Good      |         |
| Bellstar Court         | Sidewinder Dr. to the South                     | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Bonanza Court          | Payday Drive to the South                       | 50            | N             | N             | 24½            | R                   | 0                  | N             | Y        | N         | Good      |         |
| Bonanza Drive          | U.248 to Deer Valley Drive                      | 55            | N             | N             | 40             | C                   | 0                  | Y             | Y        | N         | Good      |         |
| Buffalo Bill Dr.       | U.248 to Sidewinder Drive                       | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Butch Cassidy Ct.      | Wyatt Earpp Way to the West                     | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Calumet Circle         | Little Bessie Ave. to the North                 | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Captain Molly Dr.      | Lame Dog Way to the West                        | 0             | N             | N             | 24             | R                   | 0                  | N             | Y        | N         | Good      |         |

| -----LOCATION----- |                                                 | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment   |
|--------------------|-------------------------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|-----------|
| <u>STREET NAME</u> | <u>LIMITS</u>                                   |               |               |               |                |                    |                    |               |          |           |           |           |
| Centennial Circle  | Royal Street to the East                        | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Chambers Avenue    | Hillside Ave. to the South                      | 40            | N             | Y             | 23             | C                  | 11                 | Y             | Y        | N         | Good      |           |
| Chambers Avenue    | Prospect St. to the North ±1000'                | 0             | N             | Y             | 23             | C                  | 11                 | Y             | Y        | N         | Fair      |           |
| Claim Jumper Court | Thaynes Canyon Drive to the West                | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |           |
| Coalition View Ct. | Rossie Hill Drive to the East                   | 50            | N             | N             | 25             | R                  | 0                  | Y             | Y        | N         | Good      |           |
| Coalville R.O.W.   | Marsac Ave. (SR 224) to Provo R.O.W.            | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.    |
| Cochise Court      | Wyatt Earpp Way to the East                     | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Comstock Drive     | U.248 to Sidewinder Drive                       | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Creek Court        | McLeod Creek Road to the North                  | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Crescent Road      | Three Kings Drive to the West                   | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |           |
| Crescent Tram      | Empire Avenue to Norfolk Avenue                 | 0-30          | N             | Y             | 0-20           | L                  | 0-20               | Y             | N        | N         | Good      |           |
| Crestline Drive    | Meadows Drive to Meadows Drive                  | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Daly Avenue        | Hillside Avenue to Anchor Avenue                | 25            | N             | Y             | 23½            | R                  | 0                  | Y             | Y        | N         | Good      |           |
| Daly Avenue        | Anchor Avenue and South                         | 0             | N             | Y             | 18             | R                  | 7                  | Y             | Y        | N         | Fair      |           |
| Daystar Court      | Telemark Drive to the North                     | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |           |
| Deer Valley Drive  | Park Ave. to Marsac Ave. (SR 224)               | 80            | N             | N             | 47             | A                  | 0                  | N             | N        | N         |           | Und. cons |
| Deer Valley Drive  | Marsac Avenue (SR 224) to Provo R.O.W.          | 50            | N             | N             | 31             | R                  | 1                  | Y             | Y        | N         | Good      |           |
| Deer Valley Drive  | Deer Valley Dr. North to Deer Valley Drive East | 50            | N             | N             | 32             | C                  | 0                  | N             | N        | N         | Good      |           |
| Deer Valley Drive  | Provo R.O.W. to Deer Valley Drive North         | 50            | Y             | N             | 31             | C                  | 1                  | Y             | Y        | N         | Good      |           |



| LOCATION                |                                             | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Aspha | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment    |
|-------------------------|---------------------------------------------|---------------|---------------|---------------|----------------|---------------------|------------------|---------------|----------|-----------|-----------|------------|
| STREET NAME             | LIMITS                                      |               |               |               |                |                     |                  |               |          |           |           |            |
| Deer Valley Drive       | Swede Alley Connection                      | 80            | N             | N             | 0-21           | C                   | 26-47            | Y             | Y        | Y         |           | Und. const |
| Deer Valley Drive East  | Solamere Dr. to Deer Valley Drive South     | 50            | N             | N             | 32             | C                   | 0                | N             | N        | N         | Good      |            |
| Deer Valley Drive North | Deer Valley Entrance Road to Solamere Drive | 50            | N             | N             | 32             | C                   | 0                | N             | N        | N         | Good      |            |
| Deer Valley Drive South | Deer Valley Drive to the South              | 50            | N             | N             | 32             | C                   | 0                | N             | Y        | N         | Good      |            |
| Deer Valley Loop        | Deer Valley Dr. to Rossie Hill Dr.          | 0             | N             | Y             | 12             | *                   | 8                | Y             | N        | N         | Poor      |            |
| Doc Holiday Drive       | Sidewinder Drive to Buffalo Bill Drive.     | 50            | N             | N             | 24½            | R                   | 0                | N             | Y        | N         | Good      |            |
| Double Jack Court       | Prospector Drive to the West                | 50            | N             | N             | 24½            | R                   | 0                | N             | Y        | N         | Good      |            |
| Eagle Court             | Golden Eagle Drive to the South             | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |            |
| Eagle Way               | Mellow Mountain Way to the East             | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |            |
| Eighth Street           | Norfolk Avenue to Park Avenue               | 30            | N             | N             | 18½            | L                   | 4½               | Y             | N        | N         | Fair      |            |
| Eladar Place            | Solamere Drive to the East                  | 50            | N             | N             | 25             | R                   | 0                | N             | N        | N         | Good      |            |
| Eleventh R.O.W.         | Lowell Avenue to Woodside Avenue            | 30            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           | Unbld.     |
| Eleventh R.O.W.         | Park Avenue to the East                     | 30            | Y             | N             | 0              | L                   | 0                | N             | N        | N         |           | Pk. access |
| Eleventh Street         | Norfolk Avenue to Park Avenue               | 30            | N             | N             | 18             | L                   | 5                | Y             | N        | N         | Fair      |            |
| Empire Avenue           | Manor Way to South End                      | 50            | N             | N             | 24             | R                   | 1                | Y             | Y        | N         | Good      |            |
| Empire Avenue           | Silver King Drive to Manor Way              | 50            | N             | Y             | 24             | *                   | 16               | Y             | Y        | N         | Good      |            |
| Empire Avenue           | Silver King Drive to Park Avenue            | 80            | N             | N             | 54½            | *                   | 0                | N             | N        | N         | Good      |            |

| -----LOCATION-----    |                                   | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|-----------------------|-----------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u>    | <u>LIMITS</u>                     |               |               |               |                |                    |                    |               |          |           |           |         |
| Empire Canyon         | Anchor Avenue to the South        | 0             | N             | Y             | 22             | R                  | 2                  | Y             | N        | N         | Good      |         |
| Equestrian Court      | Meadows Drive to the East         | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Euston Drive          | Paddington Drive to Fenchurch     | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Evening Star Drive    | Little Kate Road to Meadows Drive | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Fairway Village Drive | Meadows Drive to Sunny Slopes Dr. | 0             | N             | N             | 24             | C                  | 0                  | N             | Y        | N         | Good      | Private |
| Fenchurch Drive       | Paddington Drive to Euston Drive  | 0             | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      | Private |
| Fifth R.O.W.          | Marsac Avenue to Heber Avenue     | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Fifth R.O.W.          | Woodside Avenue to Park Avenue    | 30            | Y             | N             | 0              | -                  | 0                  | N             | Y        | N         |           | Unbld.  |
| Fifth Street          | Park Avenue to Swede Alley        | 30            | N             | N             | 14½            | L                  | 8½                 | Y             | N        | N         | Fair      |         |
| First R.O.W.          | Hillside Avenue to Marsac R.O.W.  | 0             | N             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Fourteenth Street     | Empire Avenue to Park Avenue      | 30            | N             | N             | 19             | L                  | 4                  | Y             | N        | N         | Good      |         |
| Fourth R.O.W.         | Marsac Avenue to Rossie Hill      | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Fourth R.O.W.         | Woodside Avenue to Park Avenue    | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Fourth Street         | Main Street to Swede Alley        | 30            | N             | N             | 16             | L                  | 4                  | Y             | N        | N         | Fair      |         |
| Fourth Street         | Park Avenue to Main Street        | 30            | N             | N             | 16½            | L                  | 6½                 | Y             | N        | N         | Poor      |         |
| Galileo Court         | Silver Cloud Drive to the North   | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Geronimo Court        | Annie Oakley Drive to the North   | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |         |
| Gilt Edge Circle      | Queen Esther Drive to the West    | 0             | N             | N             | 25             | R                  | 0                  | N             | N        | N         | Good      | Private |
| Gold Dust Lane        | Sidewinder Dr. to Prospector Ave. | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Golden Eagle Dr.      | Royal Street to the West          | 50            | N             | N             | 24             | R                  | 0                  | N             | Y        | N         | Good      |         |



| -----LOCATION-----      |                                        | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt. | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|-------------------------|----------------------------------------|---------------|---------------|---------------|----------------|---------------------|---------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u>      | <u>LIMITS</u>                          |               |               |               |                |                     |                     |               |          |           |           |         |
| Golden Way              | Aerie Drive to the West                | 50            | N             | N             | 25             | R                   | 0                   | N             | Y        | N         | Good      |         |
| Good Trump Circle       | Queen Esther Drive to the East         | 0             | N             | N             | 25             | R                   | 0                   | N             | N        | N         | Good      | Private |
| Grant Avenue            | Swede Alley to the North               | 20            | N             | Y             | 15             | L                   | 5                   | Y             | N        | N         | Good      |         |
| Hackney Court           | Holiday Ranch Loop Road to the North   | 50            | N             | N             | 25             | R                   | 0                   | N             | Y        | N         | Good      |         |
| Heber Avenue            | Park Avenue to Swede Alley             | 50            | N             | N             | 31             | R                   | 1                   | Y             | Y        | N         | Fair      |         |
| Hidden Splendor Court   | Thaynes Canyon Drive to the West       | 50            | N             | N             | 24½            | R                   | 0                   | N             | Y        | N         | Good      |         |
| Highstreet              | Fenchurch Drive to the South           | 50            | N             | N             | 0              | R                   | 25                  | Y             | Y        | N         |           |         |
| Hillside Avenue         | Main Street to Sandridge Avenue        | 40            | N             | N             | 17             | R                   | 7                   | Y             | Y        | Y         | Good      |         |
| Holiday Ranch Loop Road | U.224 to Park Meadows Drive            | 50-66         | N             | N             | 40             | C                   | 0                   | N             | Y        | N         | Good      |         |
| Holiday Ranch Loop Road | Park Meadows Drive to Lucky John Drive | 50            | N             | N             | 40             | C                   | 0                   | N             | Y        | N         | Good      |         |
| Homestake Road          | Park Ave. to Kearns Blvd.              | 50            | N             | N             | 32             | R                   | 0                   | N             | Y        | N         | Good      |         |
| Ina Avenue              | Monarch Drive to Comstock Drive        | 50            | N             | N             | 24½            | R                   | 0                   | N             | Y        | N         | Good      |         |
| Iron Horse Drive        | Short Line Road to Bonanza Dr.         | 50            | N             | N             | 25             | R                   | 0                   | N             | Y        | N         | Good      |         |
| Iron Horse Drive        | Park Ave. to Shortline Road            | 56            | Y             | N             | 24½            | R                   | 0                   | N             | Y        | N         | Good      |         |
| Iron Horse Loop         | Bonanza Drive to the East              | 0             | N             | N             | 24             | R                   | 0                   | N             | Y        | N         | Good      |         |
| Kamas R.O.W.            | Allison R.O.W. to Provo R.O.W.         | 40            | Y             | N             | 0              | -                   | 0                   | N             | N        | N         |           | Unbld.  |
| Kearns Boulevard        | (f.k.a. U.248)                         | 66-80         | N             | Y             | 24             | A                   | 23                  | Y             | Y        | N         | Good      |         |
| Keystone Court          | Payday Drive to the South              | 50            | N             | N             | 24½            | R                   | 0                   | N             | Y        | Y         | Good      |         |

| -----LOCATION-----   |                                       | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|----------------------|---------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|---------|
| STREET NAME          | LIMITS                                |               |               |               |                |                     |                    |               |          |           |           |         |
| Kings Court          | West of Three Kings Drive             | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| King Road            | Norfolk Avenue to the East 75'        | 25            | N             | Y             | 15½            | R                   | 8½                 | Y             | Y        | N         | Good      |         |
| King Road            | Park Avenue to the West               | 0-25          | N             | Y             | 15             | R                   | 9                  | Y             | Y        | N         | Good      |         |
| King Road            | Sampson Avenue to the West            | 0             | N             | N             | 14             | R                   | 0                  | N             | N        | Y         | Poor      |         |
| Lakeside Circle      | North of Deer Valley Drive South      | 0             | N             | N             | 25             | R                   | 0                  | N             | N        | N         | Good      |         |
| Lakeside Court       | North of Deer Valley Drive South      | 0             | N             | N             | 25             | R                   | 0                  | N             | N        | N         | Good      | Private |
| Lake View Court      | Meadows Drive to the East             | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Lake View Court      | Meadows Drive to the West             | 0             | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Lame Dog Way         | Captain Molly Drive to Park Ave.      | 0             | N             | N             | 24             | R                   | 0                  | N             | Y        | N         | Good      | Private |
| Lilly Langtree Court | Annie Oakley Drive to the South       | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Little Bessie Avenue | Monarch Drive to Doc Holiday Dr.      | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Little Kate Road     | Lucky John Drive to Meadows Drive     | 50            | N             | N             | 25½            | R                   | 0                  | N             | Y        | N         | Good      |         |
| Lowell Avenue        | Manor Way to South End                | 50            | N             | N             | 23½            | R                   | 1½                 | Y             | Y        | N         | Good      |         |
| Lowell Avenue        | South End Switchback to Empire Av.    | 0             | N             | Y             | 23½            | R                   | 1½                 | Y             | Y        | N         | Good      |         |
| Lowell Avenue        | Silver King Dr. to Manor Way          | 55            | N             | N             | 23½            | *                   | 16½                | Y             | Y        | N         | Fair      |         |
| Lucky John Dr.       | American Saddler Dr. to Meadows Drive | 50            | N             | N             | 40             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Main Street          | Heber Ave. to Hillside Avenue         | 50            | N             | N             | 34             | R                   | 0                  | N             | N        | N         | Good      |         |
| Maintenance Road     | Royal Street West to the South        | 0             | N             | N             | 32             | R                   | 0                  | N             | N        | N         | Good      | Private |
| Manor Way            | Lowell Avenue to Empire Avenue        | 50            | N             | Y             | 24½            | R                   | 15½                | Y             | Y        | N         | Fair      |         |



| LOCATION                 |                                                    | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment            |
|--------------------------|----------------------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|--------------------|
| STREET NAME              | LIMITS                                             |               |               |               |                |                     |                    |               |          |           |           |                    |
| Marsac Avenue<br>(U.224) | Fifth Street to South<br>of Third R.O.W.           | 40            | N             | Y             | 21             | C                   | 13                 | Y             | Y        | Y         | Good      |                    |
| Marsac Avenue<br>(U.224) | South of Third St. to Chambers                     | 0             | N             | Y             | 23             | C                   | 11                 | Y             | Y        | N         |           |                    |
| Marsac R.O.W.            | North of Second R.O.W. to South<br>of First R.O.W. | 40            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.             |
| McHenry R.O.W.           | Fifth R.O.W. to McHenry Street                     | 40            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.             |
| McHenry R.O.W.           | McHenry Street to Third R.O.W.                     | 40            | N             | N             | 0              | -                   | 0                  | N             | N        | N         |           |                    |
| McHenry Avenue           | Rossie Hill Drive to South of<br>Third R.O.W.      | 0             | N             | Y             | 15             | *                   | 5                  | Y             | N        | N         | Poor      | Need tur<br>around |
| McLeod Creek Road        | U.224 to Holiday Ranch Loop Road                   | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |
| Meadow Creek Ct.         | McLeod Creek Road to the South                     | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |
| Meadows Drive            | Lucky John Drive to U.248                          | 0             | N             | Y             | 0              | R                   | 34                 | Y             | Y        | N         |           | Not cons           |
| Meadows Drive            | U.224 to East of Crestline Drive                   | 55            | N             | N             | 24             | C                   | 16                 | Y             | Y        | N         | Fair      |                    |
| Mellow Mountain          | Deer Valley Drive through<br>Surprise Subdivision  | 50            | N             | N             | 0              | R                   | 32                 | N             | N        | N         |           | Und.cons           |
| Monarch Drive            | Ina Avenue to North and South                      | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |
| Monitor Drive            | Little Kate Road to U.248                          | 50            | N             | N             | 40             | C                   | 0                  | N             | Y        | N         | Good      |                    |
| Moray Court              | Monitor Drive to the West                          | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |
| Morning Star<br>Court    | Morning Star Drive to the North                    | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |
| Morning Star<br>Drive    | Thaynes Canyon Drive to the<br>West                | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |                    |

| -----LOCATION-----       |                                                    | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment            |
|--------------------------|----------------------------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|--------------------|
| <u>STREET NAME</u>       | <u>LIMITS</u>                                      |               |               |               |                |                    |                    |               |          |           |           |                    |
| Marsac Avenue<br>(U.224) | Fifth Street to South<br>of Third R.O.W.           | 40            | N             | Y             | 21             | C                  | 13                 | Y             | Y        | Y         | Good      |                    |
| Marsac Avenue<br>(U.224) | South of Third St. to Chambers                     | 0             | N             | Y             | 23             | C                  | 11                 | Y             | Y        | N         |           |                    |
| Marsac R.O.W.            | North of Second R.O.W. to South<br>of First R.O.W. | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.             |
| McHenry R.O.W.           | Fifth R.O.W. to McHenry Street                     | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.             |
| McHenry R.O.W.           | McHenry Street to Third R.O.W.                     | 40            | N             | N             | 0              | -                  | 0                  | N             | N        | N         |           |                    |
| McHenry Avenue           | Rossie Hill Drive to South of<br>Third R.O.W.      | 0             | N             | Y             | 15             | *                  | 5                  | Y             | N        | N         | Poor      | Need tur<br>around |
| McLeod Creek Road        | U.224 to Holiday Ranch Loop Road                   | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |
| Meadow Creek Ct.         | McLeod Creek Road to the South                     | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |
| Meadows Drive            | Lucky John Drive to U.248                          | 0             | N             | Y             | 0              | R                  | 34                 | Y             | Y        | N         |           | Not cons           |
| Meadows Drive            | U.224 to East of Crestline Drive                   | 55            | N             | N             | 24             | C                  | 16                 | Y             | Y        | N         | Fair      |                    |
| Mellow Mountain          | Deer Valley Drive through<br>Surprise Subdivision  | 50            | N             | N             | 0              | R                  | 32                 | N             | N        | N         |           | Und.cons           |
| Monarch Drive            | Ina Avenue to North and South                      | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |
| Monitor Drive            | Little Kate Road to U.248                          | 50            | N             | N             | 40             | C                  | 0                  | N             | Y        | N         | Good      |                    |
| Moray Court              | Monitor Drive to the West                          | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |
| Morning Star<br>Court    | Morning Star Drive to the North                    | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |
| Morning Star<br>Drive    | Thaynes Canyon Drive to the<br>West                | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |                    |



| LOCATION           |                                           | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Aspha | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment  |
|--------------------|-------------------------------------------|---------------|---------------|---------------|----------------|---------------------|------------------|---------------|----------|-----------|-----------|----------|
| STREET NAME        | LIMITS                                    |               |               |               |                |                     |                  |               |          |           |           |          |
| Mountain Lane      | Crestline Drive to the South              | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |          |
| Mountain Oak Ct.   | Park Meadows Drive to the East            | 50            | N             | N             | 24             | R                   | 1                | N             | Y        | N         | Good      |          |
| Mountain View Lane | Saddle View Drive to the South            | 0             | N             | N             | 25             | R                   | 0                | N             | N        | N         | Good      | Private  |
| Munchkin Road      | Woodbine Way to Bonanza Drive             | 0             | N             | N             | 32             | R                   | 0                | N             | N        | N         | Good      |          |
| Nail Driver Court  | Payday Drive to the South                 | 50            | N             | N             | 24½            | R                   | 0                | N             | Y        | N         | Good      |          |
| Nineth R.O.W.      | Lowell Avenue to Woodside Avenue          | 30            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           | Unbld.   |
| Nineth R.O.W.      | Park Avenue to the East                   | 30            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           |          |
| Nineth Street      | Woodside Avenue to Park Avenue            | 30            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           | Unbld.   |
| Norfolk Avenue     | Second Street to First Street             | 50            | N             | N             | 10½            | *                   | 12½              | Y             | N        | N         | Fair      |          |
| Norfolk Avenue     | Third Street to Second Street             | 50            | N             | N             | 16½            | *                   | 3½               | Y             | N        | N         | Fair      |          |
| Norfolk Avenue     | Thirteenth Street to Eighth St.           | 50            | N             | N             | 22½            | R                   | 2½               | Y             | Y        | N         | Good      |          |
| Norfolk R.O.W.     | Empire Ave. (at Millsite) to Thirteenth   | 50            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           | Unbld.   |
| Oak Rim Lane       | Crestline Drive to the North              | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |          |
| Ontario Avenue     | Marsac Ave. (SR 224) to Rossie Hill Drive | 0             | N             | Y             | 13             | *                   | 7                | Y             | N        | Y         | Poor      |          |
| Ontario Avenue     | Rossie Hill Drive to Marsac Ave.          | 0             | N             | Y             | 13             | *                   | 7                | Y             | N        | Y         | Poor      |          |
| Ontario Canyon     | Prospect Street to the South              | 0             | N             | Y             | 23             | C                   | 11               | Y             | Y        | N         | Good      |          |
| Ontario R.O.W.     | Rossie Hill Dr. to Second R.O.W.          | 40            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           | Unbld.   |
| Pacific Avenue     | North of Heber Avenue                     | ±20           | N             | N             | 0              | C                   | 20               | Y             | Y        | N         |           | Depot ar |
| Paddington Drive   | Wyatt Earpp Way to Euston Drive           | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |          |
| Park Avenue        | Fifteenth Street to Heber Avenue          | 50            | N             | N             | 33½            | R                   | 0                | N             | N        | N         | Good      |          |

| -----LOCATION----- |                                      | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|--------------------|--------------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u> | <u>LIMITS</u>                        |               |               |               |                |                    |                    |               |          |           |           |         |
| Park Avenue        | Heber Avenue to First Street         | 50            | N             | N             | 22             | R                  | 3                  | Y             | Y        | N         | Fair      |         |
| Park Avenue        | Deer Valley Dr. north to city limits | 80            | N             | N             | 47             | A                  | 0                  | N             | N        | N         | Fair      |         |
| Payday Drive       | U.224 to West of Thaynes Canyon      | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |         |
| Pinnacle Court     | Pinnacle Dr. to the East             | 0             | N             | N             | 25             | R                  | 0                  | N             | N        | N         | Good      | Private |
| Pinnacle Drive     | Deer Valley Drive North to the North | 0             | N             | N             | 25             | R                  | 0                  | N             | N        | N         | Good      | Private |
| Poison Creek Lane  | Sidewinder Dr. to Prospector Ave.    | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Prospect Avenue    | Hillside Avenue to South ±200'       | 40            | Y             | N             | 11½            | L                  | 8½                 | N             | N        | N         | Poor      |         |
| Prospect Avenue    | Ontario Canyon to the North ±1000'   | 0             | N             | Y             | 11½            | L                  | 8½                 | N             | N        | N         | Poor      |         |
| Prospector Avenue  | Bonanza Drive to Gold Dust Lane      | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Prospector Drive   | Payday Drive to U.224                | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |         |
| Provo R.O.W.       | Heber Avenue to Rossie Hill Dr.      | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           |         |
| Provo R.O.W.       | Kamas R.O.W. to Coalville R.O.W.     | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           |         |
| Quaking Aspen Ct.  | Holiday Ranch Loop Road to the East  | 50            | N             | N             | 24             | R                  | 1                  | N             | Y        | N         | Good      |         |
| Queen Esther Dr.   | Avatar Court to Deer Valley          | 50            | N             | N             | 25             | R                  | 0                  | N             | N        | N         | Good      |         |
| Racquet Club Dr.   | Little Kate Road to Little Kate Road | 0             | N             | N             | 24             | R                  | 0                  | N             | Y        | N         | Good      | Private |
| Red Maple Court    | Holiday Ranch Loop Road to the East  | 50            | N             | N             | 24             | R                  | 1                  | N             | Y        | N         | Good      |         |
| Red Pine Court     | Park Meadows Drive to the North      | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |         |
| Ridge Avenue       | Daly Avenue to King Road             | 0             | N             | Y             | 12½            | R                  | 7½                 | Y             | N        | Y         | Fair      |         |



| -----LOCATION-----    |                                                    | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Aspha | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|-----------------------|----------------------------------------------------|---------------|---------------|---------------|----------------|---------------------|------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u>    | <u>LIMITS</u>                                      |               |               |               |                |                     |                  |               |          |           |           |         |
| Ridge Ave. R.O.W.     | Norfolk Avenue to the South                        | 30            | Y             | N             | 0              | -                   | 0                | N             | N        | N         |           |         |
| River Birch Court     | Holiday Ranch Loop Road to the West                | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |         |
| Rossie Hill Drive     | Deer Valley Entrance Road to Olive Branch Road     | 0             | N             | Y             | 25             | *                   | 0                | N             | Y        | N         | Good      |         |
| Rossie Hill Drive     | Olive Branch Road to Coalition View Court          | 50            | N             | N             | 25             | *                   | 0                | N             | Y        | N         | Good      |         |
| Rossie Hill Drive     | Ontario Avenue to Provo R.O.W.                     | 50            | Y             | N             | 12             | *                   | 12               | Y             | Y        | N         | Poor      |         |
| Rossie Hill Drive     | Provo R.O.W. to McHenry Street                     | 0             | N             | Y             | 12             | *                   | 12               | Y             | Y        | N         | Poor      |         |
| Royal Court           | Royal Street to Northeast                          | 50            | N             | N             | 24             | R                   | 0                | N             | N        | N         | Good      |         |
| Royal Street          | Deer Valley Drive South to Royal Street West       | 50            | N             | N             | 32             | C                   | 0                | N             | N        | N         | Good      |         |
| Royal Street East     | Royal Street to Royal Street West                  | 50            | N             | N             | 32             | C                   | 0                | N             | N        | N         | Good      |         |
| Royal Street West     | Royal Street to Royal Street East                  | 50            | N             | N             | 32             | C                   | 0                | N             | N        | N         | Good      |         |
| Saddle View Way       | In Saddle View Condominiums                        | 0             | N             | N             | 24             | R                   | 1                | N             | Y        | N         | Good      | Private |
| Saddle View Way       | U.224 to the East - up to Saddle View Condominiums | 50            | N             | N             | 24             | R                   | 1                | N             | Y        | N         | Good      |         |
| Sampson Avenue        | Norfolk Avenue to King Road                        | 0             | N             | Y             | 10             | L                   | 10               | Y             | N        | Y         | Fair      |         |
| Sampson Avenue R.O.W. | South of King Road                                 | 30            | N             | N             | 0              | L                   | 0                | N             | N        | N         |           | Unbld.  |
| Samuel Colt Court     | Doc Holiday Drive to the East                      | 50            | N             | N             | 25             | R                   | 0                | N             | Y        | N         | Good      |         |

| -----LOCATION----- |                                            | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|--------------------|--------------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u> | <u>LIMITS</u>                              |               |               |               |                |                     |                    |               |          |           |           |         |
| Sandridge R.O.W.   | Hillside Avenue to Second St.              | 0-40          | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.  |
| Second R.O.W.      | Marsac R.O.W. to Ontario R.O.W.            | 30            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.  |
| Second R.O.W.      | Norfolk Avenue to Main Street              | 30            | Y             | N             | 0              | -                   | 0                  | N             | Y        | N         |           | Unbld.  |
| Seventh R.O.W.     | Norfolk Avenue to Woodside Ave.            | 30            | Y             | N             | 0              | -                   | 0                  | N             | Y        | N         |           | Unbld.  |
| Shadow Ridge St.   | Lowell Avenue to Empire Avenue             | 50            | N             | Y             | 25             | R                   | 15                 | Y             | Y        | N         | Poor      |         |
| Short Line Road    | Iron Horse Drive to Deer Valley Drive      | 50            | N             | N             | 24             | R                   | 1                  | N             | Y        | N         | Good      |         |
| Sidewinder Drive   | U.224 to Wyatt Earpp Way                   | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Silver Cloud Dr.   | Meadows Drive to East of Galileo Court     | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Silver King Drive  | Empire Avenue to Lowell Avenue             | 50            | N             | Y             | 24½            | R                   | 16                 | Y             | Y        | N         | Fair      |         |
| Silver King Drive  | Empire Avenue to Park Avenue               | 0-40          | N             | Y             | 23½            | R                   | 0                  | Y             | Y        | N         | Fair      |         |
| Silver King Drive  | Lowell Avenue to West of Three Kings Drive | 50            | N             | N             | 24½            | R                   | 0                  | N             | Y        | N         | Good      |         |
| Silver Queen Ct.   | Payday Drive to the South                  | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Single Jack Court  | Prospector Drive to the West               | 50            | N             | N             | 24½            | R                   | 0                  | N             | Y        | N         | Good      |         |
| Sixth R.O.W.       | Norfolk Avenue to Park Avenue              | 30            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.  |
| Sixth Street       | Park Avenue to Main Street                 | 30            | N             | N             | 17             | *                   | 6                  | Y             | N        | N         | Poor      |         |
| Snow's Lane        | West of Three Kings Drive                  | 0             | N             | N             | 20             | C                   | 5                  | N             | N        | N         | Fair      |         |
| Solamere Drive     | Deer Valley Drive North to Telemark Drive  | 50-66         | N             | Y             | 3 30           | C                   | 0                  | N             | N        | N         | Good      |         |



| LOCATION           |                                                   | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment    |
|--------------------|---------------------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|------------|
| STREET NAME        | LIMITS                                            |               |               |               |                |                     |                    |               |          |           |           |            |
| Sterling Drive     | Royal Street West to Royal Street East            | 0             | N             | N             | 32             | R                   | 0                  | N             | N        | N         | Good      | Private    |
| Stonebridge Drive  | Deer Valley Drive South to the South              | 0             | N             | N             | 25             | R                   | 0                  | N             | N        | N         | Good      | Private    |
| Sunnyside Drive    | Deer Valley Entrance Road to Mellow Mountain Road | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Sunny Slopes Dr.   | Meadows Drive to the East                         | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Sunny Slopes Dr.   | Meadows Drive to the West                         | 0             | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Sunrise Circle     | Ina Avenue to the South                           | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Sunset Court       | Evening Star Drive to the South                   | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Supreme Court      | South of Centennial Circle                        | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |            |
| Swede Alley        | Fifth Street to Main Street                       | 19            | N             | Y             | 15             | *                   | 9                  | Y             | Y        | N         | Good      |            |
| Swede Alley        | Marsac Ave. (SR 224) to Fifth St.                 | 50            | N             | N             | 26             | *                   | 8                  | Y             | Y        | N         | Good      |            |
| Swift R.O.W.       | McHenry R.O.W. to Provo R.O.W.                    | 40            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.     |
| Telemark Drive     | Solamere Dr. to Solamere Dr.                      | 50            | N             | N             | 32             | R                   | 0                  | N             | N        | N         | Good      |            |
| Tenth R.O.W.       | Park Avenue to the East                           | 30            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Pk. access |
| Tenth Street       | Empire Avenue to Woodside Avenue                  | 30            | N             | N             | 13             | L                   | 7                  | Y             | N        | N         | Good      |            |
| Tenth Street       | Lowell Avenue to Empire Avenue                    | 30            | N             | N             | 24             | L                   | 0                  | Y             | N        | N         | Fair      |            |
| Tenth Street       | Woodside Avenue to Park Avenue                    | 30            | N             | N             | 10             | L                   | 13                 | Y             | N        | N         | Poor      |            |
| Thaynes Canyon Way | Three Kings Drive to the West                     | 50            | N             | N             | 24½            | R                   | 0                  | N             | Y        | N         | Good      |            |
| Thaynes Canyon Dr. | Payday Drive to U.224                             | 50            | N             | N             | 24½            | R                   | 0                  | N             | Y        | N         | Good      |            |
| Third R.O.W.       | Marsac Avenue to McHenry R.O.W.                   | 30            | Y             | N             | 0              | -                   | 0                  | N             | N        | N         |           | Unbld.     |

| -----LOCATION-----                      |                                                            | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|-----------------------------------------|------------------------------------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u>                      | <u>LIMITS</u>                                              |               |               |               |                |                    |                    |               |          |           |           |         |
| Third R.O.W.                            | Norfolk Avenue to Main Street                              | 30            | Y             | N             | 0              | -                  | 0                  | N             | Y        | N         |           | Unbld.  |
| Thirteenth R.O.W.                       | Norfolk Avenue to Empire Avenue                            | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Thirteenth Street                       | Park Avenue to Woodside Avenue                             | 30            | N             | N             | 22             | R                  | 1                  | Y             | N        | N         | Good      |         |
| Thirteenth Street                       | Woodside Avenue to Norfolk Ave.                            | 0             | N             | Y             | 22             | R                  | 1                  | Y             | N        | N         | Good      |         |
| Three Kings Court                       | Thaynes Canyon Drive to North of Webster Drive             | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Three Kings Drive                       | Thaynes Canyon Drive to Silver                             | 50            | N             | N             | 24½            | R                  | 0                  | N             | Y        | N         | Good      |         |
| Tramway Drive<br>(aka Crescent Tramway) | Park Avenue to Woodside Avenue                             | 0             | N             | Y             | 0              | L                  | 0                  | N             | N        | N         | Poor      |         |
| Twelfth R.O.W.                          | Empire Avenue to Norfolk Avenue                            | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Twelfth R.O.W.                          | Lowell Avenue to the East                                  | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Twelfth Street                          | Norfolk Avenue to Park Avenue                              | 30            | N             | N             | 24             | L                  | 0                  | Y             | N        | N         | Fair      |         |
| Twilight Court                          | Sunset Court to the West                                   | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |
| Unnamed Court                           | Solamere Drive to the North                                | 50            | N             | N             | 25             | R                  | 0                  | N             | N        | N         | Good      |         |
| Unnamed Private Loops                   | Captain Molly Drive to Captain Molly Drive                 | 0             | N             | N             | 24             | R                  | 0                  | N             | Y        | N         | Good      | Private |
| Unnamed Private Road                    | Sunnyside Drive to the West                                | 0             | N             | N             | 25             | L                  | 0                  | N             | Y        | N         | Good      | Private |
| Unnamed Private Roads                   | In North Star Subdivision                                  | 0             | N             | N             | 20             | L                  | 0                  | N             | N        | N         | Fair      | Private |
| Unnamed R.O.W.                          | Norfolk Avenue to Woodside Ave.<br>(Between 5th. and 6th.) | 30            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |



| LOCATION            |                                     | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Section | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|---------------------|-------------------------------------|---------------|---------------|---------------|----------------|---------------------|--------------------|---------------|----------|-----------|-----------|---------|
| STREET NAME         | LIMITS                              |               |               |               |                |                     |                    |               |          |           |           |         |
| Unnamed Road        | Royal Street West to Ontario Canyon | 0             | N             | N             | 32             | C                   | 0                  | N             | N        | N         | Fair      | Private |
| Unnamed Road        | Mellow Mountain Road to Reservoir   | 0             | N             | Y             | 0              | *                   | 0                  | N             | N        | N         | Fair      |         |
| Upland Circle       | Crestline Drive to the West         | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Utah Avenue R.O.W.  | Even with 2nd. Street               | 0-50          | N             | N             | 0              | -                   | 0                  | N             | N        | N         |           |         |
| Utah Avenue R.O.W.  | Sampson Avenue to King Road         | 0-50          | N             | N             | 0              | -                   | 0                  | N             | N        | N         |           |         |
| U. 248/Kearns Blvd. | U. 224 to East of Wyatt Earpp Way   | 66-80         | N             | N             | 24             | A                   | 23                 | Y             | Y        | N         | Fair      |         |
| U. 224/Park Avenue  | Meadows Drive to Swede Alley        | 80            | N             | N             | 24             | A                   | 23                 | Y             | Y        | N         | Fair      |         |
| Venus Court         | Evening Star Drive to the East      | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Walker Court        | Three Kings Court to the West       | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Webster Court       | Webster Drive to the West           | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Webster Drive       | Three Kings Court to Thaynes        | 50            | N             | N             | 25             | R                   | 0                  | N             | Y        | N         | Good      |         |
| Westview Court      | Westview Drive to the South         | 0             | N             | N             | 0              | L                   | 20                 | N             | N        | N         |           | Private |
| Westview Drive      | Royal Street to Royal Street        | 0             | N             | N             | 0              | L                   | 20                 | N             | N        | N         |           | Private |
| White Pine Court    | Little Kate Road to the West        | 50            | N             | N             | 24             | R                   | 1                  | N             | Y        | N         | Good      |         |
| Woodbine Way        | U. 248 to the South                 | 50            | N             | N             | 32             | R                   | 0                  | N             | N        | N         | Fair      |         |
| Woodside Avenue     | 15th. Street to 14th. Street        | 22-30         | N             | Y             | 23             | R                   | 1                  | Y             | Y        | N         | Good      |         |
| Woodside Avenue     | 14th. Street to 13th. Street        | 30            | N             | Y             | 23             | R                   | 1                  | Y             | Y        | N         | Good      |         |
| Woodside Avenue     | 12th. Street to 1st. Street         | 50            | N             | N             | 20½            | R                   | 4½                 | Y             | Y        | N         | Good      |         |

| -----LOCATION-----                 |                                  | Excess R.O.W. | Excess R.O.W. | Obtain R.O.W. | Pavement Width | Recommended Sectio | Additional Asphalt | Curb & Gutter | Sidewalk | Guardrail | Condition | Comment |
|------------------------------------|----------------------------------|---------------|---------------|---------------|----------------|--------------------|--------------------|---------------|----------|-----------|-----------|---------|
| <u>STREET NAME</u>                 | <u>LIMITS</u>                    |               |               |               |                |                    |                    |               |          |           |           |         |
| Woodside Canyon<br>(dba King Road) | Norfolk Avenue to Anchor Avenue  | 30            | N             | N             | 13½            | R                  | 6½                 | Y             | N        | N         | Fair      |         |
| Woodside Gulch                     | Sampson Avenue to the South      | 0             | N             | N             | 0              | *                  | 0                  | N             | N        | N         | Poor      |         |
| Woodside R.O.W.                    | Even with Millsite Way           | 40            | Y             | N             | 0              | -                  | 0                  | N             | N        | N         |           | Unbld.  |
| Wyatt Earpp Way                    | Sidewinder Dr. to Paddington Dr. | 50            | N             | N             | 20½            | R                  | 4½                 | Y             | Y        | N         | Fair      |         |
| Wyatt Earpp Way                    | U.248 to Sidewinder              | 50            | N             | N             | 25             | R                  | 0                  | N             | Y        | N         | Good      |         |



## APPENDIX B

### ROADWAY DESIGN STANDARDS

As part of the street inventory, Wayne Van Wagoner and Associates studied all of the roadways within Park City. Roadway design sections have been assigned to each roadway segment in Park City which was found to be deficient. The plan does not generally propose changes to newer streets even though they may not exactly conform to the recommended standards. It is more important that the city commit its resources to the improvement of roads with serious deficiencies and to planning for future requirements.

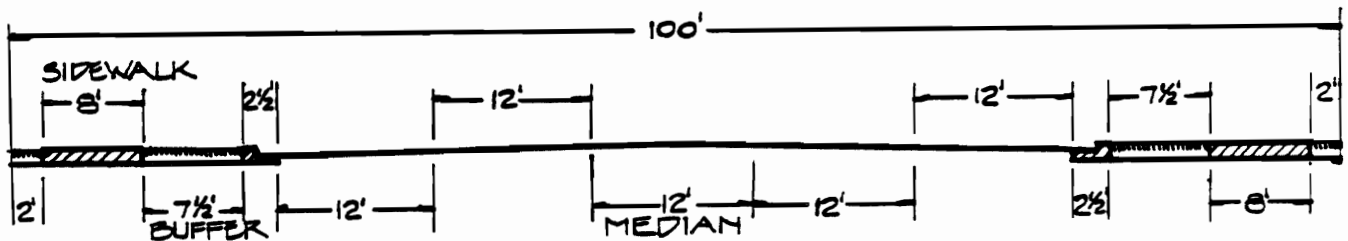
The designs contained in this section are required for all newly developing areas, and where major redevelopment is planned. On sites with unique physical characteristics, the city may allow alterations if a better design solution may be achieved.

For additional clarity, each roadway classification category will be discussed separately with regard to function and design. The classifications discussed here provide general guidelines for the construction of roads in Park City. Additional engineering standards are located in the appendix of this study or are contained in the Park City Construction Standards manual. Based upon specific locations and expected traffic demand, streets will be reviewed to ensure that adequate circulation is provided and this may result in a different standard being required. CBR tests are used to determine pavement depth design.

The roadway cross-sections show recommended sidewalk placement. Alternate locations of sidewalks further away from the traveled roadway are encouraged. Park City places a high priority on the provision of convenient and safe sidewalks. Walks which directly abut the street will be difficult to clear of snow without the use of heavy machinery. Also they offer no protection from the splashing of automobiles on wet roads, and are generally not as pleasant or secure feeling as a separated walkway. Walkways which meander away from the street should be designed to allow visual surveillance. The opportunity for visual surveillance is an important function relating to user safety and security. Locating sidewalks close to lighted streets avoids the necessity for separate lighting.

## Arterials

Currently, the only streets in Park City classified as arterials are State Highways U.224 and U.248. The new Belt Route under construction has been designed to be compatible with the recommended standards for this classification. Arterial roads are designed to accommodate traffic flows in excess of six thousand (6,000) daily trips. These streets provide a minimum pavement width of sixty feet located within a one-hundred foot right-of-way. Design speeds range from forty to fifty-five miles per hour. Because of the inherent function of arterial roadways, direct access is discouraged and shall be restricted such that only properties which would otherwise be landlocked shall have any right to connect directly to such streets. Where several adjoining properties are located adjacent to arterial roadways and no other access exists, ingress/egress driveways shall be located to serve multiple parcels and will be subject to specific review and approval by the City. Where adjoining land is available, designs which further separate the sidewalks from the street through physical separation or landscape buffers are encouraged.



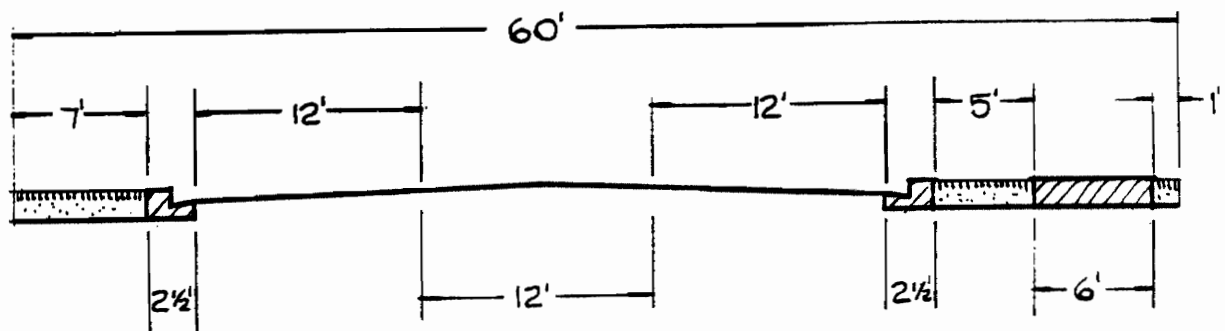
# ARTERIAL



## Collectors

Collectors in Park City include Deer Valley Drive, Bonanza Drive, Meadows Drive, Lucky John Drive, Royal Street, Marsac Avenue (improved), and Holiday Ranch Loop Road. Because of the somewhat limited range of roadway types within the City, many roads classified here as collectors would not qualify as such in other areas. The main function of collectors in Park City is to link areas of development together. Rather than providing direct access to properties, these streets should have limited frontage with direct access discouraged. Future developments should orient away from these collectors with residential properties designed to face away or back onto these streets. Collectors are designed to accommodate between fifteen hundred to six thousand vehicle trips per day at a speed of thirty to forty-five miles per hour. These streets provide a minimum of thirty-six feet of pavement located within a minimum sixty foot right-of-way.

All newly developing areas required to design streets to serve as collectors will provide sixty foot rights-of-way and shall utilize the following cross-section as a standard.

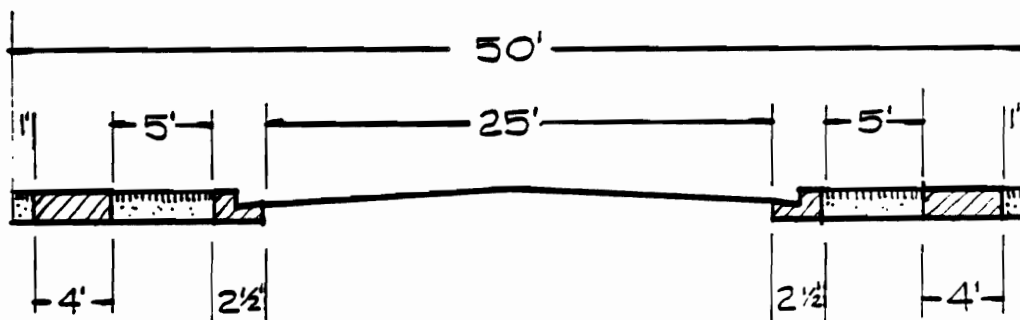


# COLLECTOR

## Standard Residential

This category encompasses the majority of streets in Park City. Here again, because Park City does not have as diverse a range of roadways or street types as a major metropolitan area, this category of streets serves several different functions. Typically, this classification of roadways serves to collect and distribute traffic within residential neighborhoods. Such roads can adequately handle upwards (of) fifteen hundred vehicle trips per day at speeds up to thirty miles per hour. The standard for new construction requires twenty-five feet of pavement within a fifty foot right-of-way. Therefore, the standard for all roads providing access to residential properties shall be cross-section R (See below). Sidewalks are required except where separate pedestrian trails have been provided. Parking may or may not be allowed depending upon the type and location of roadway being designed and the anticipated traffic levels.

The cross-section diagram below is the standard to be used for the construction of all new residential roadways in Park City. In unique circumstances or in areas where alternative designs would result in a more appropriate solution, other optional cross-sections are permissible at the City's discretion.

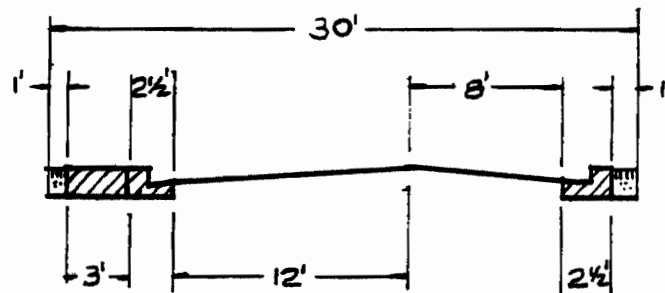


# RESIDENTIAL



### Low Volume Residential

The low volume residential roadway section is intended for upgrading the minor streets which run vertically up the hillsides in the old part of town on thirty foot rights-of-way. The standard calls for a minimum of a twenty-foot pavement section. It may have limited application in new developments for short one-way streets on hillsides or for short private cul-de-sacs.



LOW VOLUME

## TRAIL DESIGN

### Bike Paths

Bike paths should ideally be completely separate from roads, pedestrian and horse paths. All paths used exclusively for cyclists are to be 7' wide. If the bike path must be shared with pedestrians, the path must be a minimum of 8' wide. There should be a 2' shoulder on both sides of the bicycle path with an adequate swale where necessary to carry excess water away from the bicycle path. They should have a grade no steeper than 10%. In flat areas a cross slope of 2% should be provided for drainage.

Bike paths may be constructed of asphalt, concrete or other smooth surfaced materials. Steel trowel, masonry units and rough aggregate finishes are not appropriate.

Bike paths which must be located in the paved road must be a minimum of 8' for two-way traffic, must be signed and the lane must be identified with stencil on the road pavement.

### Horse Trails

Horse trails must be at least 10' wide and must be cleared of all projecting limbs, brush, downed logs, debris and sapling trees to a minimum height of 10' above the trail. For protection against erosion in sparsely timbered country, do not remove any healthy trees except where they interfere with trail traffic and the trail cannot be relocated to eliminate the interference.

Normally, the native soil used to construct the trail base is adequate to carry foot and light horse use. On slopes 20% and over, the trail base should be constructed totally in native soil. If fill is used on slopes above 20%, the trail will be difficult to maintain. Plus, fill used on slopes above 40% can be unsafe for horse traffic.

When surfacing is required, pit run native gravel can be used. Depth and width of surfacing must be determined in each case based on the quality of the native material and the use anticipated on the trail. As a general rule, 3" of gravel will last about 5 years with 10-15 horses per day over the trail.



## Pedestrian and Hiking Paths

Hiking trails can be combined with horse trails. Trails used only for hiking may have a minimum width of 2' or a maximum width of 5'. In general, hiking trails should be no steeper than 20%. However, where there is steep and difficult terrain, short sections of steeper trails may be allowed. In no case shall trails exceed 50% gradient. When designing a hiking trail which must be steeper than 20% grade, the length of steeper slopes shall be individually evaluated depending upon grades for adjacent trail sections. Special drainage and erosion control measures may be required on any trails.

Pedestrian walkways should be separate from bike paths and roads. They should be 4' in width and constructed of asphalt, concrete or other material with a smooth surface. Gravel or native surface may be appropriate where winter maintenance is not required.

### ADDITIONAL DESIGN CRITERIA

Grade: Maximum allowable grades for various roadway segments are as follows:

| <u>Alignment</u>                                                                      | <u>Maximum Grade</u> |
|---------------------------------------------------------------------------------------|----------------------|
| Straight or meandering                                                                | 10%                  |
| Curves (less than 400' inside radius)                                                 | 4                    |
| Switchback curves (less than 100' inside radius)                                      | 3                    |
| For 40' from the nearest edge of the travelled roadway (extended) at the intersection | 2                    |

Intersections: The following guidelines shall be adhered to in the design of all intersections and major driveway accesses:

#### Alignment

Roadways shall be within ten degrees of a perpendicular alignment for fifty feet before any intersection.

#### Sight Distance

The minimum sight distance for a street intersection shall be two hundred feet measured on a line from a point fifteen feet behind the right-of-way line to the center of the approaching travel lane at a height 3.75 feet above the two end points.

## Clear View of Intersecting Streets

In all zones, no obstruction to view in excess of two feet in height above road grade shall be placed on any corner lot within a triangular area formed by the streets at property line and a line connecting them at points twenty-five feet from the intersection of the street right-of-way lines, except a reasonable number of trees pruned high enough to permit automobile drivers an unobstructed view.

## Curb Radius

The minimum curb radius for intersecting streets shall conform to the following:

| <u>Street Type</u> | <u>Minimum Radius</u> |
|--------------------|-----------------------|
| Low volume/local   | 15'                   |
| Minor collector    | 25'                   |
| Major collector    | 35'                   |
| Arterial           | 35'                   |

## Driveways:

The following width and curb cut dimensions apply. Please also note additional driveway standards for the Historic District as outlined in the Land Management Code Section 7.1.5(d).

| <u>Use</u>                | <u>Minimum Width</u> | <u>Maximum Curb Cut</u> |
|---------------------------|----------------------|-------------------------|
| Single-family residential | 10'                  | 15'                     |
| Residential, multi-family | 18'                  | 25'                     |
| Commercial                | 24'                  | 30'                     |

## Spacing

Spacing is defined as the distance between the closer edges of adjoining driveways or right-of-way lines of intersecting streets.

Access drives shall be spaced according to the following:

| <u>Street Type</u> | <u>Minimum Spacing</u> | <u>Minimum Distance From Intersection</u> |
|--------------------|------------------------|-------------------------------------------|
| Local              | 15'                    | 25'                                       |
| Collector          | 50'                    | 75'                                       |
| Arterial           | 75'                    | 115'                                      |



Miscellaneous:

All driveways serving more than a single residence shall have a maximum grade of two percent for twenty feet behind the curb.

A minimum seventy-five foot spacing between major commercial driveways is recommended. Joint use of commercial drives is strongly encouraged.

The maximum allowable cul-de-sac length is six hundred and fifty feet measured from the curb line to the center of a turnaround.

The minimum cul-de-sac radius is fifty-five feet except in hillside areas where approved hammerheads are permissible.

The centerline of intersections of the driveways of major traffic generators entering from opposite sides of roadway shall be offset by a minimum of one hundred and fifty feet.

## APPENDIX C

### STREET CAPITAL IMPROVEMENT PLAN

A Street Capital Improvement Plan is an attempt to improve all City streets in a timely manner, utilizing the best estimates of cost combined with a needs analysis of all routes. The inventory phase of this study included an analysis of the overall condition of each roadway. A good, fair, or poor rating was given to each roadway segment. This information, along with the analysis of needs based on the usage of each roadway, provides a ranking of roadways for rehabilitation. Utah State highways and roadways not yet accepted as public by the City were not included in the Street Capital Improvement Plan. It was felt that these roadways would be in good condition prior to acceptance by the City.

Possible funding sources available to the City for necessary street improvements are Utah State Maintenance Funds (SMF), City General Fund (GF), and through the formation of a Special Assessment District (SAD). The City receives funds from the State of Utah for street maintenance. City general funds may also be set aside for these improvements if the City Council feels these needs should receive a priority for City funds. Special assessment districts for local streets can be set up to provide funds paid by the residents of the district. The taxing can be paid over a period of time, as set up in the formation of the district. The accompanying table is a priority listing of streets requiring improvement at this time and includes possible funding sources. All of the sources described previously may be available for each project. This table does not include the improvement of Swede Alley which will be a part of the redevelopment program and not a part of the Street Capital Improvement Program.

As with all Capital Improvement budgets, a commitment by City officials is required to provide funding for completion of the plan. Each year the plan should be reviewed and modified as needed. Each year a new fifth year of projects should be added to the plan. In that way, an ongoing commitment to the maintenance of City streets is created.



TABLE I

STREET CAPITAL IMPROVEMENT RANKING

| <u>Priority</u> | <u>Name</u>      | <u>Location</u>                           | <u>Improvement</u> | <u>Cost</u> | <u>Source</u> |
|-----------------|------------------|-------------------------------------------|--------------------|-------------|---------------|
| 10              | Fourth Street    | Park Avenue to Main Street                | Reconstruct        | \$ 17,000   | GF/SAD        |
| 15              | Fifth Street     | Swede Alley to Park Avenue                | Widen              | 15,500      | GF/SAD        |
| 4               | Sixth Street     | Main Street to Park Avenue                | Reconstruct        | 16,000      | GF/SAD        |
| 19              | Eighth Street    | Park Avenue to Norfolk                    | Widen              | 14,000      | GF/SAD        |
| 17              | Nineth Street    | Park Avenue to Woodside                   | Reconstruct        | 25,000      | GF/SAD        |
| 3               | Tenth Street     | Woodside to Park Avenue                   | Reconstruct        | 16,000      | GF/SAD        |
| 18              | Eleventh St.     | Empire Avenue to Park Avenue              | Widen              | 22,500      | GF/SAD        |
| 22              | Fifteenth St.    | Park Avenue to Empire                     | Widen              | 24,500*     | GF            |
| 13              | Anchor Avenue    | Empire Canyon to Woodside                 | Widen              | 62,000*     | GF/SAD        |
| 24              | Empire Avenue    | Manor to South End                        | Reconstruct        | 179,000     | GF/SAD        |
| 1               | Heber Avenue     | Park Avenue to Swede Alley                | Reconstruct        | 30,000      | SMF           |
| 2               | Hillside Ave,    | Main Street to Marsac Avenue              | Widen              | 30,000*     | GF            |
| 21              | Lowell Avenue    | Manor to South End                        | Widen              | 183,000     | GF/SAD        |
| 8               | McHenry Avenue   | Rossie Hill Drive to the End              | Reconstruct        | 96,500*     | GF/SAD        |
| 11              | Norfolk Avenue   | Woodside Canyon to North of<br>3rd Street | Widen              | 62,000*     | GF/SAD        |
| 16              | Norfolk Avenue   | 8th. to 9th. Street                       | Widen              | 6,500       | GF/SAD        |
| 5               | Olive Branch Rd. | Deer Valley Road to Rossie Hill           | Reconstruct        | 97,000*     | GF/SAD        |
| 20              | Park Avenue      | 1st. Street to Heber Avenue               | Widen              | 160,000     | GF            |
| 6               | Prospect Avenue  | Hillside to Ontario Canyon                | Reconstruct        | 110,000*    | GF/SAD        |
| 7               | Rossie Hill Dr.  | McHenry to the West End                   | Reconstruct        | 96,500*     | GF/SAD        |
| 12              | Sampson Avenue   | Woodside Canyon to Norfolk                | Widen              | 52,000*     | GF/SAD        |
| 9               | Sandridge Ave.   | Hillside to the North                     | Reconstruct        | 81,500*     | GF/SAD        |
| 14              | Woodside Canyon  | Anchor Avenue to Norfolk                  | Widen              | 31,500*     | GF/SAD        |
| 23              | Wyatt Earpp Dr.  | South of Sidewinder                       | Resurface          | 8,000       | GF/SAD        |

Note: 1982 dollar total cost = \$1,436,000 plus right-of-way

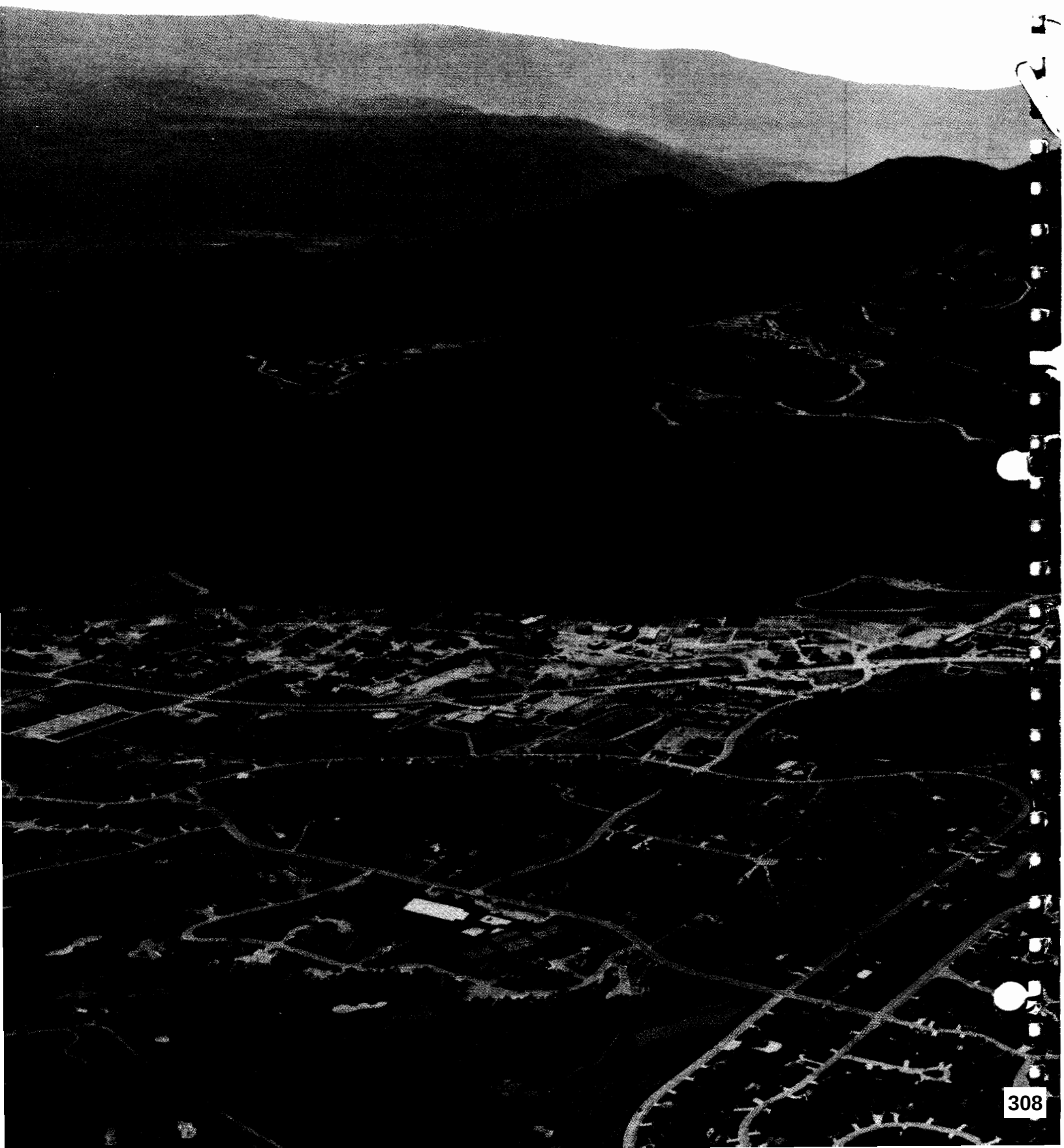
\*Plus right-of-way

If \$300,000 per year is set aside and right-of-way problems can be overcome, a five-year Capital Improvement Plan could be developed. The recommended plan would be as follows:

| <u>Year</u> | <u>Projects</u>   | <u>Priority</u> | <u>Cost</u>     |
|-------------|-------------------|-----------------|-----------------|
| 1985        | Heber Avenue      | 1               | \$ 30,000       |
|             | Hillside Avenue   | 2               | 30,000*         |
|             | Tenth Street      | 3               | 16,000          |
|             | Sixth Street      | 4               | 16,000          |
|             | Olive Branch Road | 5               | 97,500*         |
|             | Prospect Avenue   | 6               | <u>110,000*</u> |
|             | Total             |                 | \$ 299,500*     |
| 1986        | Rossie Hill Drive | 7               | \$ 96,500*      |
|             | McHenry Avenue    | 8               | 96,500*         |
|             | Sandridge Avenue  | 9               | 81,500*         |
|             | Fourth Street     | 10              | <u>17,000</u>   |
|             | Total             |                 | \$ 271,500*     |
| 1987        | Norfolk Avenue    | 11              | \$ 62,000*      |
|             | Sampson Avenue    | 12              | 52,000*         |
|             | Anchor Avenue     | 13              | 62,000*         |
|             | Woodside Canyon   | 14              | 31,500*         |
|             | Fifth Street      | 15              | 15,000          |
|             | Norfolk Avenue    | 16              | 6,500           |
|             | Nineth Street     | 17              | 25,000          |
|             | Eleventh Street   | 18              | 22,500          |
|             | Eighth Street     | 19              | <u>14,000</u>   |
|             | Total             |                 | \$ 290,500*     |
| 1988        | Lowell Avenue     | 21              | \$ 183,000      |
|             | Fifteenth Street  | 22              | 24,000*         |
|             | Wyatt Earpp Drive | 23              | <u>8,000</u>    |
|             | Total             |                 | \$ 215,500*     |
| 1989        | Park Avenue       | 20              | \$ 160,000      |
|             | Empire Avenue     | 24              | <u>179,000</u>  |
|             | Total             |                 | \$ 339,000      |

\*Plus right-of-way





CDR W.M. "Oak" O'Connell, USN (Ret)  
1307 Norfolk Ave  
Park City, Ut 84060

20 Feb 2023

Dear Jaron

We, the lower Norfolk Ave residents (1307/1315/1319) have communicated with Corey Legge our concerns with the road access to our houses on lower Norfolk Ave. in the past. I think Mark Brian (1319 Norfolk Ave) captures the limited road access / concerns perfect in his emails to Corey.

Lower Norfolk Ave is essentially a one-way street dynamic.

There can be challenges with getting in and out of my driveway on Lower Norfolk Ave especially during the winter season. This can be dependent on cars being parked next to the retaining wall on Lower Norfolk Ave., and the side of the road.

Note: Currently the Lower Norfolk Ave residents (1307/1315/1319) and the city pay for the commercial plow service for lower Norfolk Ave.

The solution is widening of the road to allow for snowplow and "safe" navigation to and from Lower Norfolk Ave, which would be a benefit to the Lower Norfolk Ave. residents and Park City. Respectfully request this is given top priority / consideration with Project PL-22-05357.

Very respectfully

Oak O'Connell  
26 yr. Veteran USMC / USN







CDR W.M. O'Connell, USN (Ret)  
1307 Norfolk Ave  
Park City, Ut 84060

10 May 2023

Dear Park City Planning

Provided for "On-record" review / standing. I am unable to attend meeting due to working the night shift. I along with the lower Norfolk Ave residents (1307/1315/1319) have communicated with Park City planning e.g., Corey Legge, our concerns with the road access to our houses on lower Norfolk Ave. in the past. I think Mark Brian (1319 Norfolk Ave) captures the limited road access / concerns perfect in his emails to Corey.

Lower Norfolk Ave is currently a one-way street.

This winter season we had many challenges with getting in and out of the driveways on Lower Norfolk Ave. Currently the Lower Norfolk Ave residents (1307/1315/1319), Gavin Steinburg and "Park City" pay for the commercial plow service for lower Norfolk Ave. Lower Norfolk Ave residents were overwhelmed this winter even with the commercial plow service. Respectfully request that Park City take over the snowplow service for Lower Norfolk Ave.

I view with genuine concern any solution for lower Norfolk Ave that would not make access to lower Norfolk Ave ... "Safe and reliable". Widening lower Norfolk Ave and a two-way access via Lower Norfolk Ave and lower Woodside Ave would be the simple, easy, and smart solution. This would allow Park City to snowplow lower Norfolk Ave and provide "safe" navigation for the residents. Request this is given top priority / consideration with Project PL-22-05357.

Very respectfully

W.M. O'Connell  
26 yr. Veteran USMC / USN



# Planning Commission Staff Report



**Subject:** 958 Woodside Avenue Plat Amendment  
**Application:** PL-23-05561  
**Author:** Spencer Cawley, Planner II  
**Date:** July 12, 2023  
**Type of Item:** Administrative – Plat Amendment

## Recommendation

(I) Review the 958 Woodside Avenue Plat Amendment, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for City Council's consideration on August 22, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance 2023-XX (Exhibit A).

## Description

**Applicant:** Richard and Joan Keiser  
Park City Surveying, Applicant Representative  
**Location:** 958 Woodside Avenue  
**Zoning District:** Historic Residential – 1 (HR-1)  
**Adjacent Land Uses:** Multi-Unit Dwellings and Single-Family Dwellings  
**Reason for Review:** Plat Amendments require Planning Commission recommendation and City Council action<sup>1</sup>

HDDR Historic District Design Review  
HPB Historic Preservation Board  
HR-1 Historic Residential – 1  
LMC Land Management Code  
SFD Single-Family Dwelling

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

## Summary

958 Woodside Avenue consists of Lot 19, Lot 20, and the north half of Lot 21, Block 3 of the Snyders Addition to Park City. The Applicant proposes to combine the Lots into two Lots. The Area of proposed Lot 1 will contain 1,875 square feet and the Area of proposed Lot 2 will contain 2,812.5 square feet. The property is in the Historic Residential – 1 (HR-1) Zoning District. Existing Lot lines run under a



*Figure 1: 958 Woodside Avenue Street View*

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<sup>1</sup> LMC [§ 15-7.1-2\(B\)](#)



non-historic Single-Family Dwelling (SFD) as shown in the survey below (Exhibit B):

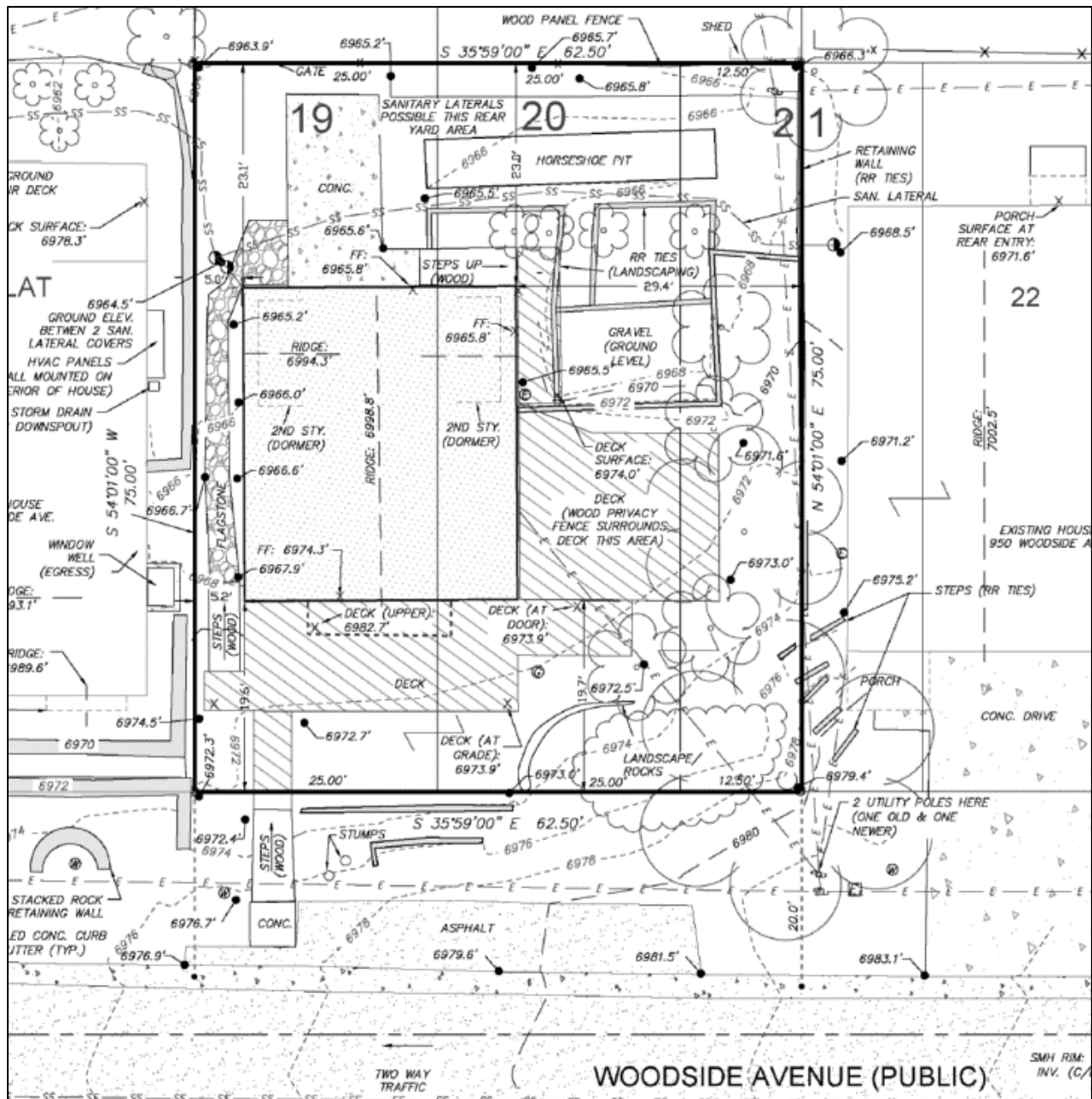


Figure 2: 958 Woodside Avenue Survey



Figure 3: Vicinity Map - 958 Woodside Highlighted in Red.

### **Background**

The SFD was built in 1972 over existing Lot lines. In 2000, the Site was issued two Building Permits, one for a Bathroom Addition and one for a Deck and Stair Remodel.

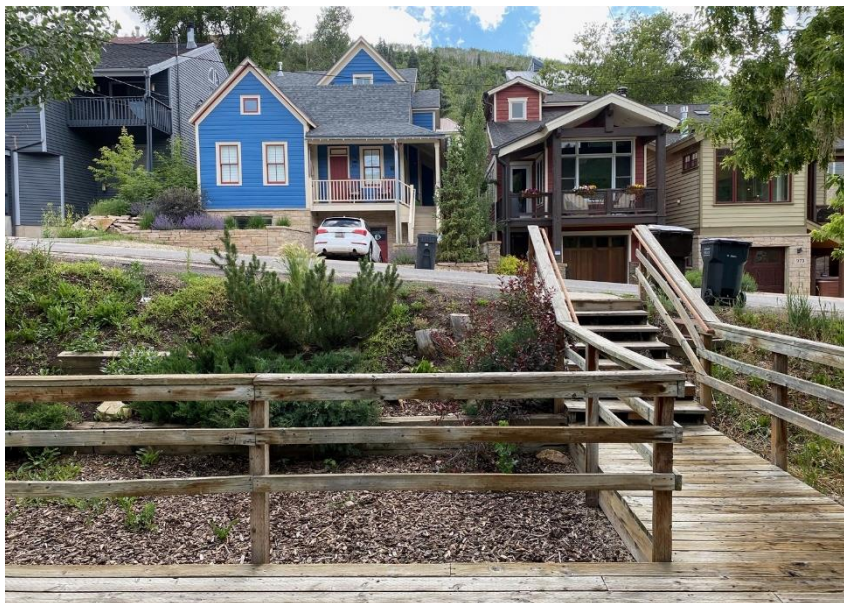


Figure 4: 958 Woodside Avenue View from Front Door

There is a 20% slope between the Right-of-Way (ROW) and property line at 958 Woodside Avenue and on the neighboring property, 968 Woodside Avenue.

The lot continues to slope downward towards the north (rear) of the property, though the steepest Slope at any point is roughly 16%. The image below, taken from the front of the SFD, shows the slope adjacent to the front of the property:



On April 26, 2023, the Planning Commission reviewed the Applicant's original proposal to create one Lot of record pursuant to Land Management Code (LMC) [§ 15-2.2-1\(D\)](#). However, some of the Commissioners felt the combination of two and one-half Lots does not conform with the intent of the Land Management Code and continued the discussion to a date uncertain ([Staff Report](#); [Meeting Minutes](#)). Since that time, the Applicant modified the original plat amendment to combine the three Lots into one 4,687.5square-foot-Lot and now proposes a plat amendment to create two Lots, each under 3,570 square feet in conformance with [the Pending Ordinance](#) on Lot Combinations issued on May 10, 2023. Lot 1 will remain known as 958 Woodside Avenue, and Lot 2 will be known as 954 Woodside Avenue.

## **Analysis**

### **(I) The proposal complies with LMC Chapter 15-2.2 Historic Residential -1 Zoning District Requirements.**

The purpose of the Historic Residential HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City;
- B. encourage the preservation of Historic Buildings and/or Structures;
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
- D. encourage single family Development on combinations of 25' x 75' Historic Lots;
- E. define Development parameters that are consistent with the General Plan policies for the Historic core; and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.<sup>2</sup>

Single-Family Dwellings are an Allowed Use in the HR-1 Zoning District.<sup>3</sup>

The table below outlines the HR-1 Zoning District Lot and Site Requirements established in LMC [§ 15-2.2-3](#):

| <b>Requirement</b>             | <b>Analysis of Updated Proposal</b>                                            |
|--------------------------------|--------------------------------------------------------------------------------|
| Lot Size:1,875 for square feet | <b>Complies.</b><br><br>Lot 1: 1,875 square feet<br>Lot 2: 2,812.5 square feet |
| Lot Width: 25 feet             | <b>Complies.</b>                                                               |

<sup>2</sup> LMC § [15-2.2-1](#)

<sup>3</sup> LMC § [15-2.2-2\(A\)\(1\)](#)

|                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                            | <p>Lot 1: 25 feet<br/>Lot 2: 37.5 feet</p>                                                                                                                                                                                                                                                                                                                                      |
| <p>Maximum Building Footprint<br/>= (Lot Area/2) x 0.9 <sup>Lot Area/1875</sup><br/>1,801 square feet</p>  | <p>The existing SFD has a Building Footprint of 913 square feet.</p> <p>Based on the proposed two Lot Plat Amendment, the Maximum Building Footprint is 843.75 square feet for Lot 1 and 1,200.67 square feet for Lot 2.</p> <p><b>Condition of Approval 5.</b> The plat shall note the Maximum Building Footprint for Lot 1 and Lot 2.</p>                                     |
| <p>Front and Rear Setbacks: 10 ft each, or 20 ft total</p>                                                 | <p><b>Complies.</b> The existing Structure complies with front and rear setbacks:<br/>Front setback: 19 ft<br/>Rear setback: 23 ft</p>                                                                                                                                                                                                                                          |
| <p>Side Setbacks: Three feet for Lot Width up to 25 feet and Three feet for Lot Width up to 37.5 feet.</p> | <p><b>Complies.</b> The existing Structure complies with side setbacks:<br/>West Side setback: 5 ft<br/>East Side setback: 29 ft</p>                                                                                                                                                                                                                                            |
| <p>Building Height: 27 feet</p>                                                                            | <p>The existing non-compliant Structure is 32 ft high.</p> <p><b>Condition of Approval 6.</b> The Structure cannot sit on the proposed Lot Line and shall be demolished prior to recordation of the Plat.</p> <p><b>Condition of Approval 7.</b> New construction on Lot 1 and Lot 2 shall be consistent with the LMC in effect at the time of Building Permit application.</p> |

### Site Compatibility with Surrounding Neighborhood and Nearby Lots

The proposed Plat Amendment of Lots 19, 20, and the North Half of 21 at 958 Woodside Avenue will create two Lots, smaller in scale. The original proposal combined these Lots into one Lot with an area of 4,687.5 square feet, which the Planning Commission deemed incompatible with the neighborhood. Nearby Lots that contain Single-Family Dwellings include 962 Woodside Avenue with 3,719.8 square feet, 946 Norfolk Avenue with 4,792 square feet, and 909 Woodside Avenue with 3,750 square feet. Also nearby are several Condominium Lots. The proposed Plat Amendment creates Lots more in scale with the street scape, the surrounding properties in Old Town, and the historic 25-foot by 75-foot Old Town Lots.



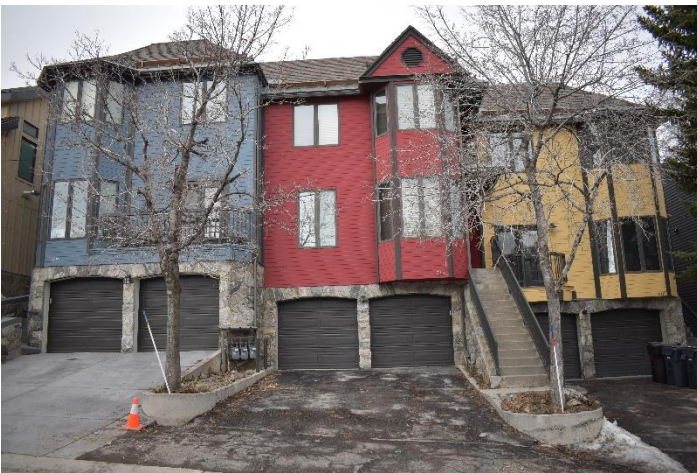
In the April 26 Planning Commission meeting, the Commissioners requested an updated Streetscape Exhibit to help better visualize the Structures in the vicinity (Exhibit C. Below are images of the streetscape labeled with addresses and a map submitted by the Applicant highlighting existing Lots (in red), previously approved Lot combinations (in blue), and surrounding sites where multiple adjacent lots are developed and under the same ownership (in green) (Exhibit D):



*950 Woodside Avenue (South Neighbor)*



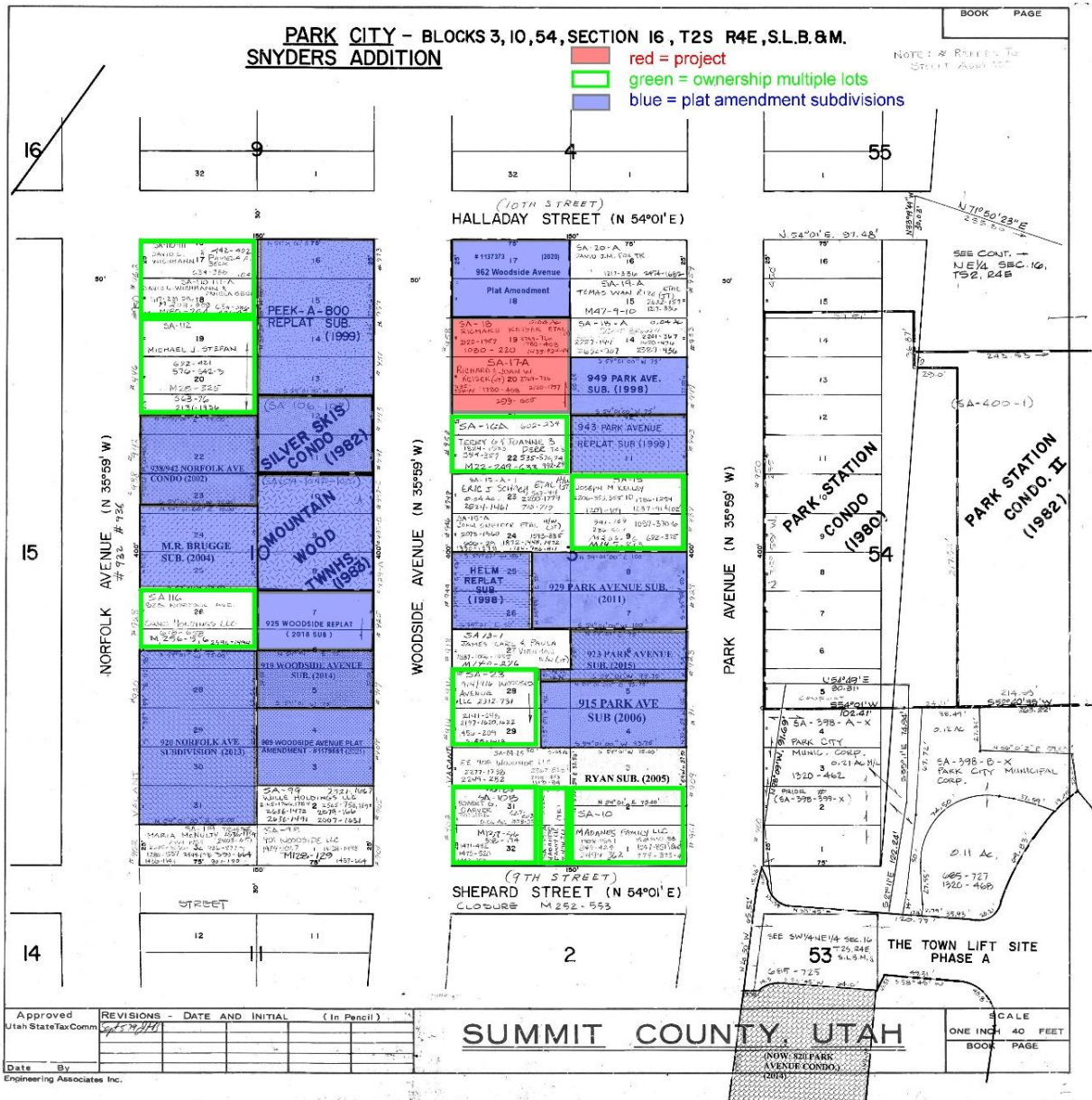
*950 Woodside Avenue (North Neighbor)*



*933 Woodside Avenue (Across the Street)*



*916 Woodside Avenue (Down the Street South)*



## Structure Requirements

In addition to the consistency with surrounding Lot sizes, subdividing the Lots at 958 Woodside Avenue will allow for Maximum Building Footprints more in-scale with the neighborhood, and requires two off-street Parking Spaces for each Lot. The Proposed Lots are allowed one Primary Dwelling with the potential to obtain an Accessory Apartment with the required Administrative Permit.<sup>4</sup>

The Building Footprint formula in LMC [§ 15-2.2-3](#) allows for a maximum Building Footprint of 843.75 for Lot 1 and 1,200.67 square feet for Lot 2 for a total of 2,044.42

<sup>4</sup> LMC [§ 15-2.2-2](#)



square feet. The previous proposal to combine into one Lot would have a Maximum Building Footprint of 1,801 square feet if the Lots are combined into one Lot of record.<sup>5</sup>

Currently, the site does not have access to Off-Street Parking Spaces. Since the site was developed in 1972, the owners and tenants of this property have utilized City ROW for parking. The site does not currently have designated parking. The Plat Amendment will increase the required Off-Street Parking Spaces and create appropriate Driveway Access. A Condition of Approval for this Plat Amendment is that any development of either Lot shall adhere to the LMC requirements, including the number of required Off-Street Parking Spaces. (See **Conditions of Approval 7 and 8**)

#### **Architectural Review LMC § 15-2.2-9**

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance. Any proposed Structure of future development on this site shall require the Applicant to submit a Historic District Design Review Application to the Planning Department for review and Compliance with LMC [§ 15-13-8](#) Design Guidelines For New Residential Infill Construction In Historic Districts. (See Condition of Approval 7).

#### **Significant Vegetation**

LMC Chapter [15-5 Architectural Review](#) requires new development to preserve Significant Vegetation. Though this would be revisited upon review of a Building Permit, this site has existing vegetation that appears to consist of invasive species and small plants. **Condition of Approval 9** states that prior to redevelopment, the Applicant must provide a survey of Significant Vegetation and submit a landscape plan that justifies replacement of the vegetation as outlined in LMC [§ 15-5-5\(N\)](#).

**(II) Staff finds Good Cause for the proposed Plat Amendment because (A) it resolves an existing non-conformity (B) present land Uses and the Character of the HR-1 Zoning District are retained, (C) no Public Street or Right-of-Way is vacated or amended, and (D) no easement is vacated or amended.**

Plat amendments are reviewed according to LMC [§ 15-7.1-3\(B\)](#), and approval requires a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

LMC [§ 15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

**A. This Plat Amendment resolves an existing non-conformity.**

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<sup>5</sup> LMC [§ 15-2.2-3\(E\)](#) Maximum Building Footprint = ([Lot Area]/2) x 0.9[Lot Area]/1875

The existing SFD was built in 1972 over the Lot Line platted between Lots 19 and 20 of Snyder's Addition with a deck that was constructed over the Lot Line platted between Lots 20 and 21 (Exhibit B). Approval of the Plat Amendment requires the non-historic Structure to be demolished prior to recordation of the Plat Amendment. All future development shall comply with the code in effect at the time of Building Permit Application (**Condition of Approval 6**).

**B. The Historic Residential – 1 Zoning District Character is retained.**

LMC § [15-2.2-1](#) states that the purposes of the HR – 1 Zoning District include encouraging single family Development on combinations of 25' x 75' Historic Lots.

New development on Lots 1 and 2 will be required to follow the Historic District Design Review Guidelines as outlined in LMC § [15-13-8](#). (**Condition of Approval 10.**)

As outlined in the Analysis Section of this Staff Report, the proposed Plat Amendment will decrease the overall maximum Building Footprint for each Lot as supported by the Planning Commission. Additionally, Development on these Lots will maintain the transition in use from the existing Condominiums to adjacent Historic Properties.

**C. No Public Street or Right-of-Way is vacated or amended.**

Access to the Lots is from Woodside Avenue. The Applicant's proposal does not vacate or amend any portion of the platted ROW.

**D. No easements are vacated or amended.**

**(III) The Development Review Committee<sup>6</sup> met on March 7, 2023, and requires Conditions of Approval**

The Development Review Committee noted that the existing private lateral wastewater line is shared with 950 Woodside Avenue and crosses 962 Woodside Avenue, out to 10th Avenue (Exhibit F). Any development on Lot 1 or Lot 2 will require wastewater service be routed to Woodside Avenue, which will include the installation of an injector waste pump (See **Condition of Approval 11**).

The private lateral easement for the benefit of 950 Woodside Avenue will expire once the building at 950 Woodside Avenue undergoes a major remodel or renovation. The proposed plat includes a private sewer lateral for the benefit of 950 Woodside Avenue and addressed in proposed plat note 3B. (See the image below.)

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<sup>6</sup> The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).



3B. THE PRIVATE LATERAL EASEMENT FOR THE BENEFIT OF 950 WOODSIDE AVENUE WILL EXPIRE ONCE THE BUILDING AT 950 WOODSIDE AVENUE UNDERGOES A MAJOR REMODEL OR RENOVATION WHEN WASTEWATER SERVICE WILL BE REQUIRED TO BE ROUTED TO WOODSIDE AVENUE.

### **Department Review**

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

### **Notice**

Staff published notice on the City's website and the Utah Public Notice website, mailed courtesy notice to property owners within 300 feet, and posted notice to the property on June 28, 2023. The *Park Record* published notice on June 28, 2023.<sup>7</sup>

### **Public Input**

Public input was received at the April 26, 2023, Planning Commission Meeting.<sup>8</sup>

### **Alternatives**

- The Planning Commission may forward a positive recommendation to the City Council for Ordinance No. 2023-XX, Approving the 958 Woodside Avenue Plat Amendment for consideration on August 22, 2023; or;
- The Planning Commission may forward a negative recommendation to the City Council for Ordinance No. 2023-XX, Denying the 958 Woodside Avenue Plat Amendment and direct Staff to make Findings for this decision; or
- The Planning Commission may request additional information and continue the discussion to a date Certain.

### **Exhibits**

Exhibit A: Draft Ordinance 2023-XX and Proposed Plat  
Exhibit B: 958 Woodside Avenue Survey  
Exhibit C: Woodside Avenue Streetscape Visual  
Exhibit D: Lot Ownership Map  
Exhibit E: Project Description  
Exhibit F: Letter from Snyderville Basin Water Reclamation District

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<sup>7</sup> LMC [§ 15-1-21](#).

<sup>8</sup> Planning Commission [Meeting Minutes](#), p. 7.

## Ordinance No. 2023-XX

### AN ORDINANCE APPROVING THE 958 WOODSIDE AVENUE PLAT AMENDMENT, LOCATED AT 958 WOODSIDE AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 958 Woodside Avenue petitioned the City Council for approval of the 958 Woodside Avenue Plat Amendment; and

WHEREAS, on April 11, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on April 11, 2023, courtesy notice was mailed to property owners within 300 feet of 958 Woodside Avenue; and

WHEREAS, on April 26, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on April 26, 2023, the Planning Commission continued the public hearing to a date uncertain;

WHEREAS, on June 28, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on June 28, 2023, courtesy notice was mailed to property owners within 300 feet of 958 Woodside Avenue; and

WHEREAS, on July 12, 2023, the Planning Commission forwarded a **positive/negative** recommendation for City Council's consideration on August 22, 2023; and

WHEREAS, on August 22, 2023, 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 § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

**SECTION 1. APPROVAL.** The 958 Woodside Avenue Plat Amendment, located at 958 Woodside Avenue, as shown in Attachment 1, is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

#### **Findings of Fact**

1. The property is located at 958 Woodside Avenue.
2. The property is listed with Summit County as parcel numbers SA-17-A and SA-18 and consists of Lots 19, 20, and the North half of Lot 21 in the Snyder's Addition.
3. The property is in the Historic Residential-1 (HR-1) Zoning District.



4. The Applicant seeks to create two Lots of record.
5. Lot 1 will remain 958 Woodside Avenue, and Lot 2 will be 954 Woodside Avenue.
6. The site contains an existing Non-Historic Structure built in 1972.
7. The current minimum Lot Size in the HR-1 Zoning District is 1,875 square feet. The Proposed Lot 1 is 1,875 square feet and Lot 2 is 2,182.5 square feet.
8. The current minimum Lot Width in the HR-1 Zoning District is 25 feet. The Proposed Lot 1 25 feet wide and Lot 2 is 32.5 feet wide.
9. No remnant Parcels are created with this Plat Amendment.
10. The Proposed Lot Sizes are consistent with adjacent Lots.
11. The Building Footprint of the existing Structure is 913 square feet.
12. Proposed Lot 1 will have a Maximum Building Footprint of 843.75 square feet and proposed Lot 2 will have a Maximum Building Footprint of 1,200.67 square feet.
13. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District.
14. The Front and Rear Setback is ten feet each. The existing Structure is set back 19 feet from the Front Property line and 23 feet from the Rear Property line.
15. The Side Setback is three feet each side. The existing Structure is set back five feet from the west Property line and 29 feet from the east Property line.
16. The HR-1 Zone height is 27 feet from existing grade. The existing Structure is legal non-complying and has a height of 37 feet.
17. Maximum Building Footprints for each Lot are more in-scale with the neighborhood.
18. Each Lot requires two off-street Parking Spaces.
19. There is Good Cause for this Plat Amendment because it resolves an existing non-conformity, present Land Uses and the Character of the HR – 1 Zoning District are retained, no public street or Right-of-Way is vacated or amended, and no easement is vacated or amended.
20. Snyderville Basin Water Reclamation District notes that the existing private lateral wastewater line is shared with 950 Woodside Avenue and crosses 962 Woodside Avenue, out to 10th Avenue.
21. Notice was published on the City's website, the Utah Public Notice website, mailed courtesy notices to property owner within 300 feet, and posted notice to the property on June 28, 2023.
22. The *Park Record* published notice on June 28, 2023.

### **Conclusions of Law**

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.2, *Historic Residential (HR-1) Zoning District*, and LMC § 15-7.1-6, *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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 Planning Department, 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 (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Plat shall note that fire sprinklers are required for all new construction.
4. A non-exclusive ten foot (10') public snow storage easement on Woodside Avenue shall be dedicated on the Plat.
5. The plat shall note the Maximum Building Footprint for Lot 1 is 843.75 square feet and Lot 2 is 1,200.67 square feet.
6. The non-historic Structure shall be demolished prior to recordation of the Plat.
7. New construction on Lot 1 and Lot 2 shall be comply with the LMC in effect at the time of Building Permit application.
8. Each Lot shall have a minimum of two Off-Street Parking spaces.
9. Prior to redevelopment, the applicant must provide a survey of significant vegetation and submit a landscape plan that justifies replacement of the vegetation as outlined in LMC 15-5-5(N).
10. Any development on Lots 1 and 2 must undergo the Historic District Design Review Process for Compliance with LMC § 15-13-8 *Design Guidelines for Historic Districts and Historic Sites*.
11. Any development on Lot 1 or Lot 2 shall require wastewater service be routed to Woodside Avenue, which shall include the installation of an injector waste pump.
12. The Plat shall note that this Lot is subject to Ordinance 2023-XX.
13. The Engineering Department shall review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.

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

PASSED AND ADOPTED this 22<sup>nd</sup> day of August, 2023.

PARK CITY MUNICIPAL CORPORATION

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Nann Worel, MAYOR

ATTEST:

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City Recorder



APPROVED AS TO FORM:

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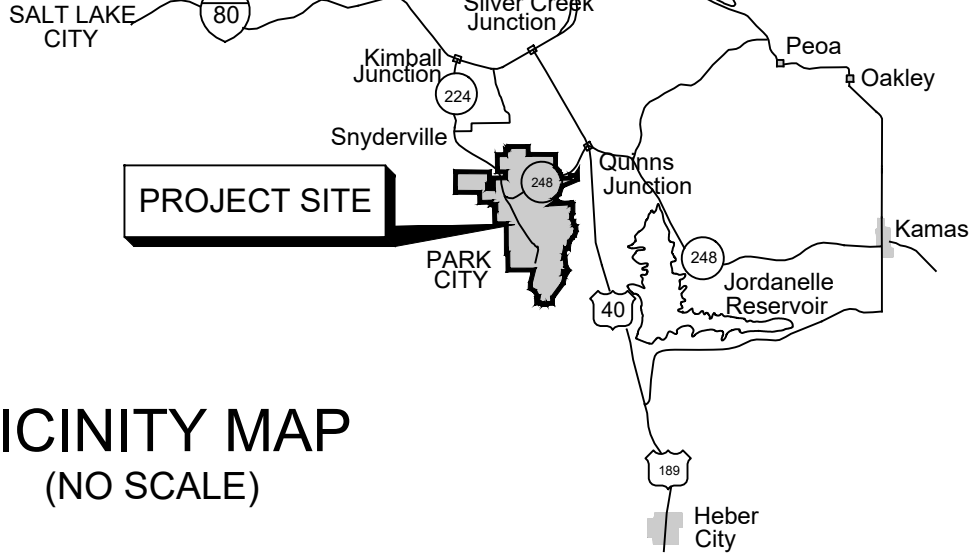
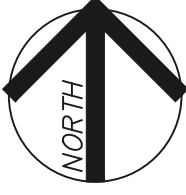
City Attorney's Office

**Attachment 1** – Proposed Plat

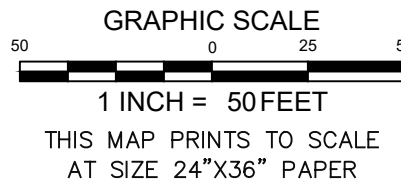
DRAFT

# 958 WOODSIDE AVENUE SUBDIVISION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 IN BLOCK 3 OF  
SNYDERS ADDITION TO THE PARK CITY SURVEY  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH



VICINITY MAP  
(NO SCALE)



## LEGEND



FOUND STREET  
MONUMENT

FOR SUBMISSION TO PARK CITY PLANNING  
06-21-2023  
MINOR EDITS 07/03/2023  
SEWER EDITS 07/05/2023

### PLAT NOTES

1. SEE RECORD OF SURVEY S-11162, RECORDED 02/14/2023 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.
2. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2023-\_\_\_\_\_.
- 3A. 950 WOODSIDE AVENUE AND 958 WOODSIDE AVENUE ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE THAT CROSSES 962 WOODSIDE AVENUE. WHEN A MAJOR REMODEL OR RENOVATION OCCURS ON LOTS 1 OR 2, WASTEWATER SERVICE WILL BE REQUIRED TO BE ROUTED TO WOODSIDE AVENUE. EJECTOR PUMPING OF THE LOWER LEVELS MAY BE REQUIRED.
- 3B. THE PRIVATE LATERAL EASEMENT FOR THE BENEFIT OF 950 WOODSIDE AVENUE WILL EXPIRE ONCE THE BUILDING AT 950 WOODSIDE AVENUE UNDERGOES A MAJOR REMODEL OR RENOVATION WHEN WASTEWATER SERVICE WILL BE REQUIRED TO BE ROUTED TO WOODSIDE AVENUE.

### LEGAL DESCRIPTION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 IN BLOCK 3 OF SNYDERS ADDITION TO THE PARK CITY SURVEY, ON FILE AND OF RECORD AT THE SUMMIT COUNTY, UTAH RECORDER'S OFFICE.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH.

BEGINNING AT A FOUND & ACCEPTED STREET CENTERLINE MONUMENT AT THE INTERSECTION OF PARK AVENUE WITH ELEVENTH STREET, BASIS OF BEARINGS BEING SOUTH 54°01'00" EAST 860.00' FEET BETWEEN FOUND STREET MONUMENTS AT THE INTERSECTION OF PARK AVENUE WITH ELEVENTH STREET AND PARK AVENUE WITH NINTH STREET;

THENCE SOUTH 54°01'00" WEST A DISTANCE OF 200.00 FEET;

THENCE SOUTH 35°59'00" EAST A DISTANCE OF 430.00 FEET;

THENCE SOUTH 35°59'00" EAST A DISTANCE OF 65.00 FEET;

THENCE NORTH 54°01'00" EAST A DISTANCE OF 25.00' TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 54°01'00" EAST A DISTANCE OF 75.00 FEET;

THENCE SOUTH 35°59'00" EAST A DISTANCE OF 62.50 FEET;

THENCE SOUTH 54°01'00" WEST A DISTANCE OF 75.00 FEET;

THENCE NORTH 35°59'00" WEST A DISTANCE OF 62.50 FEET TO THE TRUE THE POINT OF BEGINNING.

CONTAINS 4687.5 SQUARE FEET OR 0.108 ACRES.

CONTAINS 2 LOTS.

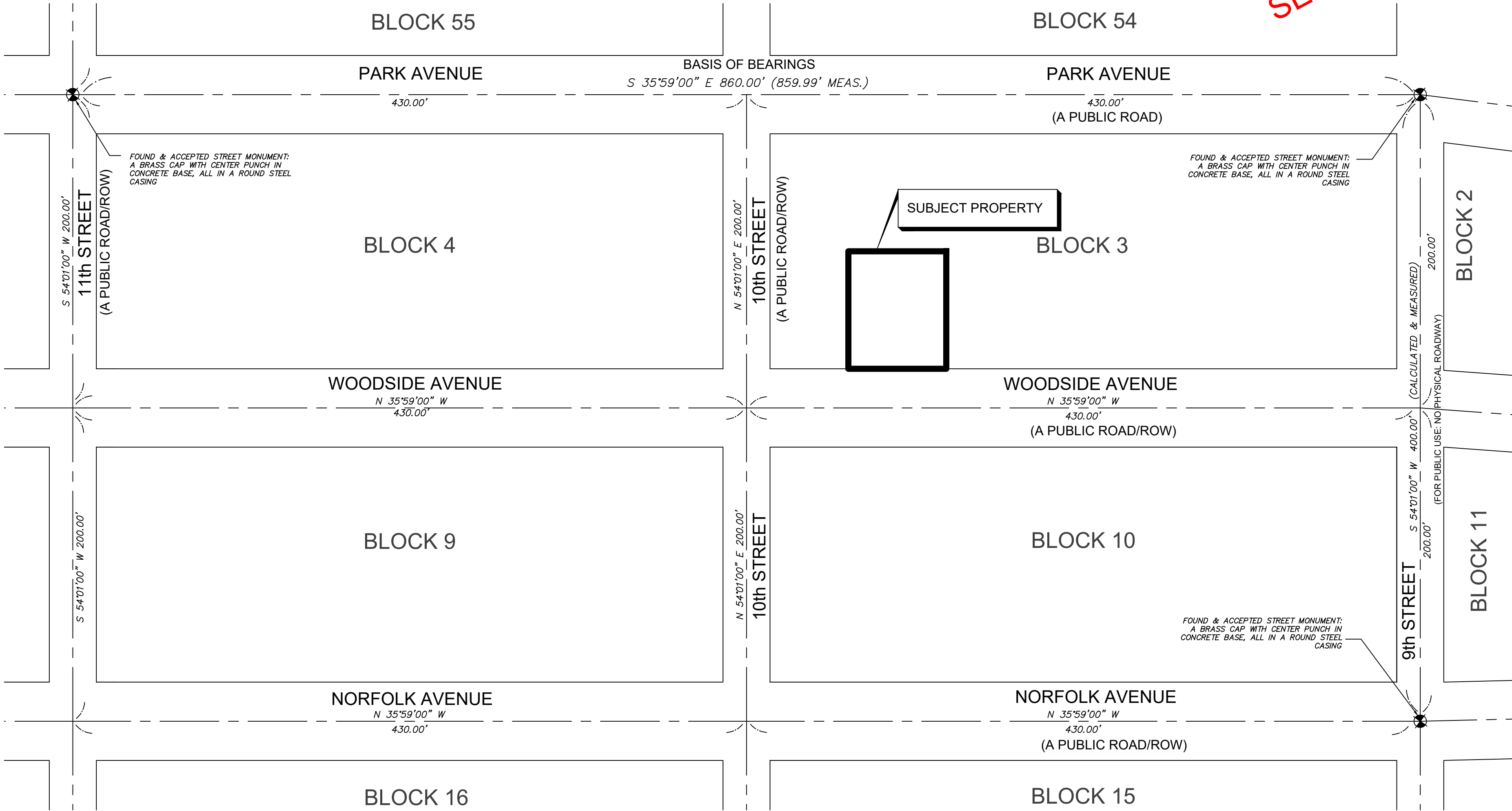
### SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 8910903 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, AND OFFER TO BE KNOWN AS "958 WOODSIDE AVENUE SUBDIVISION".

MARTINA NELSON  
UTAH P.L.S. 8910903

FOR SUBMISSION TO PARK CITY PLANNING  
06-21-2023  
MINOR EDITS 07/03/2023  
SEWER EDITS 07/05/2023



### OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, RICHARD KEISER AND JOAN W. KEISER, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND KNOWN AS THE 958 WOODSIDE AVENUE SUBDIVISION, DO HEREBY CERTIFY THAT I HAVE 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 SHOWN ON THIS PLAT AMENDMENT IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

RICHARD KEISER

JOAN W. KEISER

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, RICHARD KEISER & JOAN W. KEISER, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT THEY ARE THE LANDOWNERS, AND THAT SAID DOCUMENT WAS SIGNED BY THEM, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THIS "958 WOODSIDE AVENUE SUBDIVISION" PLAT AMENDMENT.

SIGNATURE \_\_\_\_\_  
A NOTARY PUBLIC COMMISSIONED IN \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
RESIDING IN \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

SHEET 1 OF 2  
07/05/2023

**Park City  
Surveying**  
PO Box 682993  
Park City, UT 84068  
435-649-2918  
[WWW.PARKCITYSURVEY.COM](http://WWW.PARKCITYSURVEY.COM)

|                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|
| SNYDERVILLE BASIN WATER RECLAMATION DISTRICT                                                                         |
| REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2023. |
| _____<br>S.B.W.R.D.                                                                                                  |

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| PARK CITY PLANNING COMMISSION                                                                |
| APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 2023. |
| _____<br>CHAIRPERSON                                                                         |

|                                                                                |
|--------------------------------------------------------------------------------|
| COUNCIL APPROVAL & ACCEPTANCE                                                  |
| APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2023. |
| _____<br>MAYOR                                                                 |

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
| ENGINEER'S CERTIFICATE                                                                                   |
| I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2023. |
| _____<br>PARK CITY ENGINEER                                                                              |

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| CERTIFICATE OF ATTEST                                                                               |
| I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2023. |
| _____<br>PARK CITY RECORDER                                                                         |

|                                                   |
|---------------------------------------------------|
| APPROVAL AS TO FORM                               |
| APPROVED AS TO FORM THIS ____ DAY OF _____, 2023. |
| _____<br>PARK CITY ATTORNEY                       |

|                                                              |
|--------------------------------------------------------------|
| PUBLIC SAFETY ANSWERING POINT APPROVAL                       |
| APPROVED THIS _____ DAY OF _____, 2023.                      |
| BY: JEFF WARD, GIS DIRECTOR<br>SUMMIT COUNTY GIS COORDINATOR |

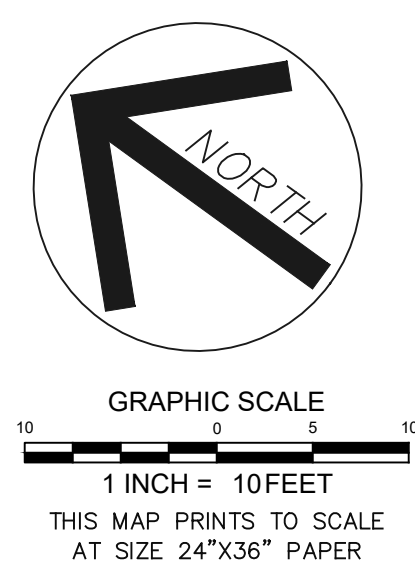
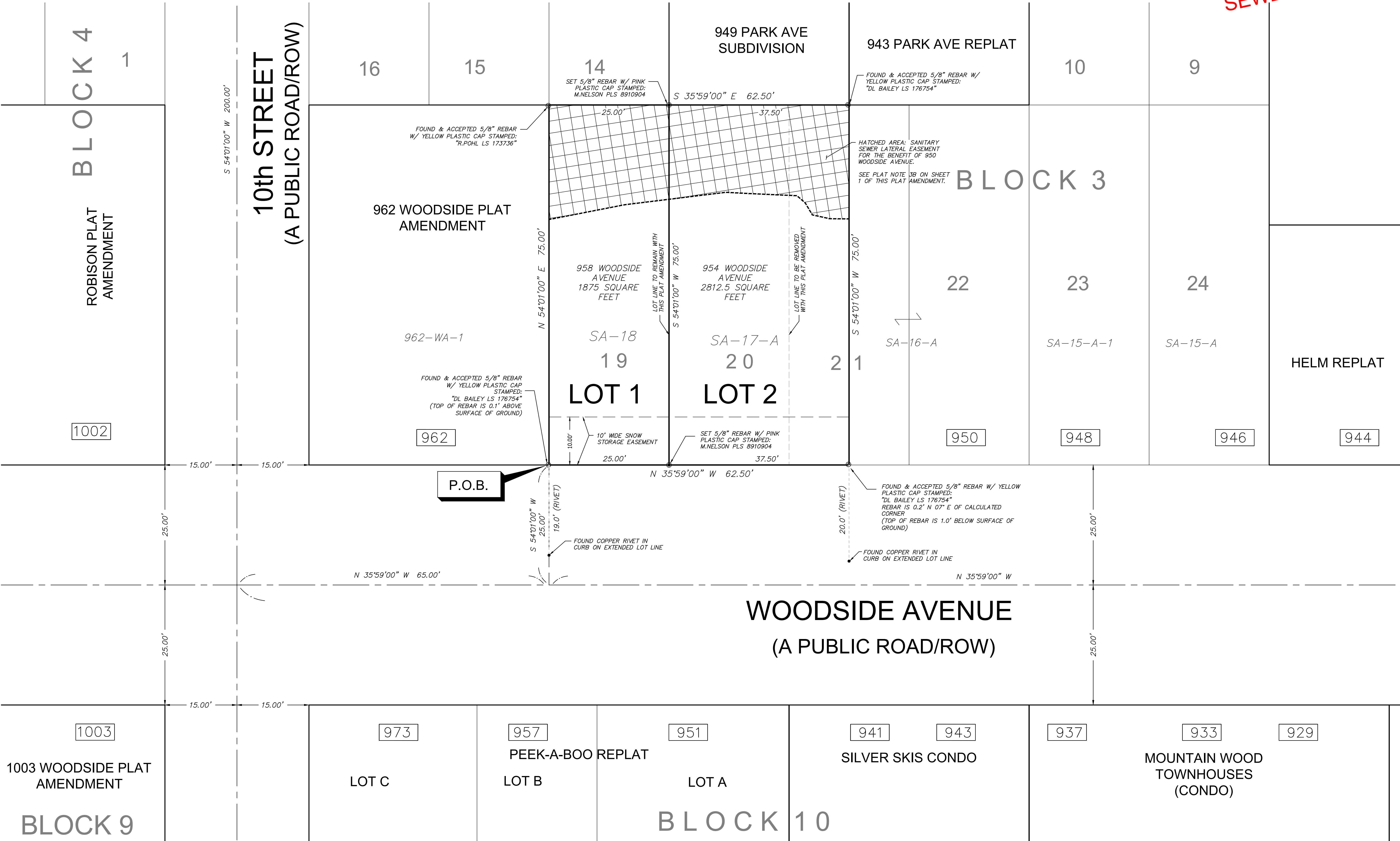
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECORDED                                                                                                                                                                                                  |
| ENTRY NUMBER: _____<br>BOOK _____ PAGE: _____<br>STATE OF UTAH, COUNTY OF _____<br>DATE: _____ TIME: _____<br>FEE PAID: _____<br>RECORDED AND FILED AT THE REQUEST OF: _____<br>_____<br>COUNTY RECORDER: |



958 WOODSIDE AVENUE SUBDIVISION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF BLOCK 3 OF  
SNYDERS ADDITION TO THE PARK CITY SURVEY  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

FOR SUBMISSION TO PARK CITY PLANNING  
06-21-2023  
MINOR EDITS 07/03/2023  
SEWER EDITS 07/05/2023



| LEGEND |                                                                    |
|--------|--------------------------------------------------------------------|
| ⊙      | FOUND REBAR W/ CAP (AS DESCRIBED)                                  |
| ●      | SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903" |
| 123    | ADDRESS                                                            |
| SA-18  | SUMMIT COUNTY PARCEL IDENTIFICATION                                |
| 32     | SNYDERS ADDITION ORIGINAL LOT NUMBER                               |

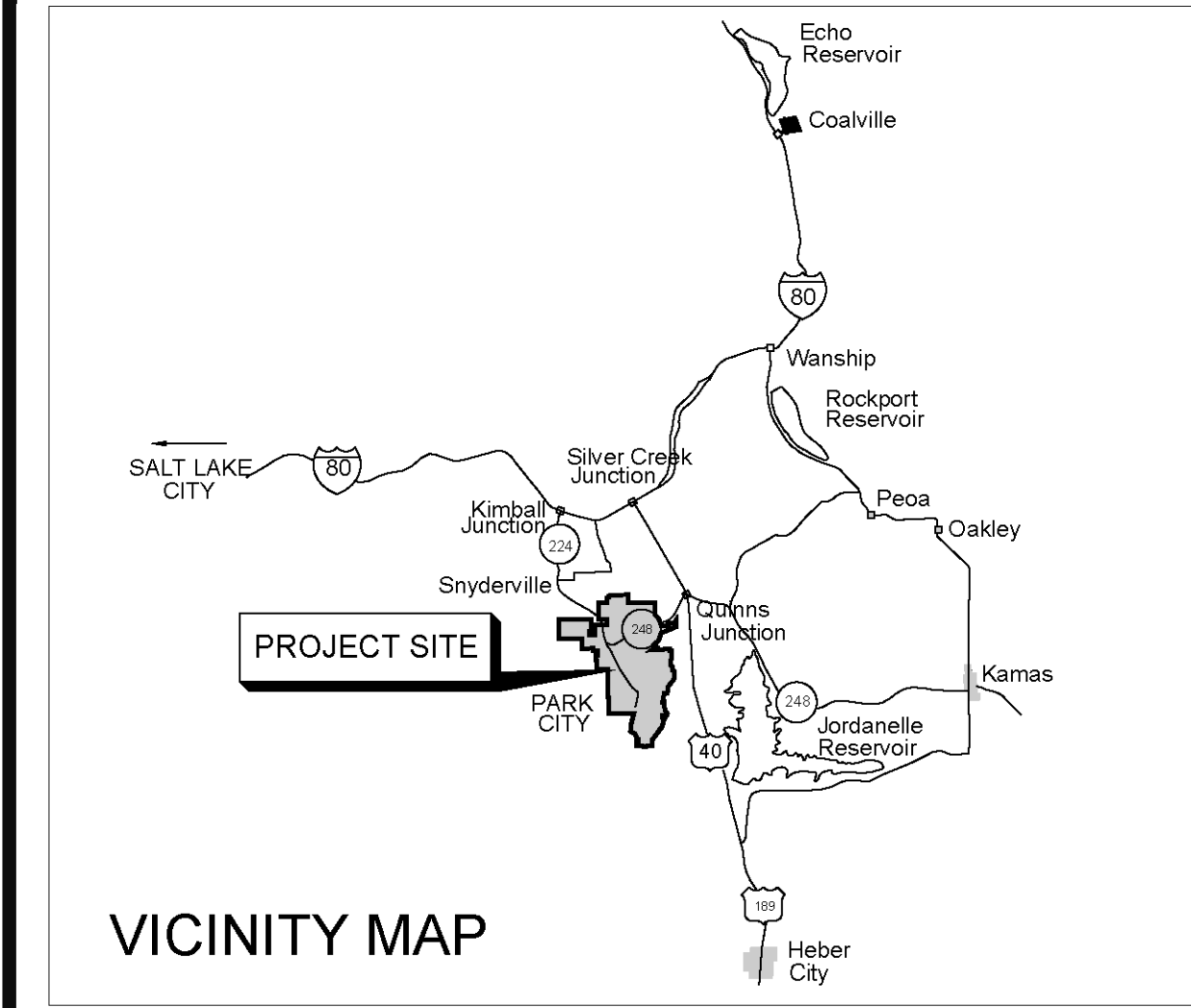
FOR SUBMISSION TO PARK CITY  
PLANNING  
06-21-2023  
MINOR EDITS 07/03/2023  
SEWER EDITS 07/05/2023

PO Box 682993  
Park City, UT 84068  
435-649-2918  
[WWW.PARKCITYSURVEY.COM](http://WWW.PARKCITYSURVEY.COM)

| RECORDED         |                                       |
|------------------|---------------------------------------|
| ENTRY NUMBER:    | PAGE:                                 |
| BOOK:            | STATE OF UTAH, COUNTY OF:             |
| DATE:            | TIME:                                 |
| FEE PAID:        | RECORDED AND FILED AT THE REQUEST OF: |
| COUNTY RECORDER: |                                       |

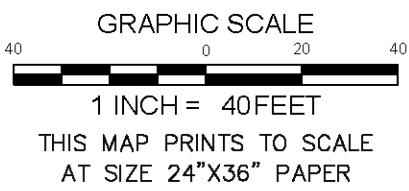
E:\Park City Surveying\Drawings\Park City Surveying\Town Editor\22new\05\04\DOWN\Snymers Addition\958 WOODSIDE PLAT AMENDMENT 07-05-2023.dwg, 2





# RECORD OF SURVEY & EXISTING CONDITIONS MAP

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF THE  
SNYDERS ADDITION TO PARK CITY SUBDIVISION  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH



| LEGEND |                       |
|--------|-----------------------|
|        | FOUND STREET MONUMENT |

**NARRATIVE:**

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO OBTAIN GROUND ELEVATIONS AND EXISTING CONDITIONS OF THE PROPERTY. THIS SURVEY WAS REQUESTED BY THE LANDOWNERS.

THE CURRENT LANDOWNERS ARE RICHARD KEISER AND JOAN W. KEISER. SEE DEED ENTRY 1199759, BOOK 2769 PAGE 0726.

THIS SURVEY MAP WAS GENERATED USING 2 (TWO) FOOT CONTOURS.

VERTICAL DATUM:  
NAVD 88 (NORTH AMERICAN VERTICAL DATUM)  
VERTICAL N.G.S. BENCHMARK MONUMENT USED: CHISELED SQUARE 3.  
PID L00236  
SUMMIT COUNTY, UTAH  
USGS QUAD "PARK CITY EAST" (1955)  
NAVD 88 ELEVATION (ORTHO): 6563.44'  
THIS BENCHMARK IS ALONG THE RAIL TRAIL AND LIES WITHIN SUMMIT COUNTY PARCEL ID SS-64-A.

EXISTING SURVEY MONUMENTS IN ADJACENT ROADWAYS WERE USED TO REESTABLISH THE PROPERTY CORNERS.

THE BASIS OF BEARINGS IS SHOWN HEREON. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE THE EQUIVALENT OF RECORD, UNLESS NOTED.

EXISTING BUILDING LOCATION IS TO AS-BUILT LOCATION OF BUILDING WALL CORNERS. ACTUAL FOUNDATION LOCATION MAY DIFFER.

RTK GPS AND ROBOTIC TOTAL STATION INSTRUMENTS WERE USED ON THIS SURVEY.

SURVEY COMPLETED: 11/15/2022

SEE SAID OFFICIAL SNYDERS ADDITION TO PARK CITY SUBDIVISION PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS.  
NOTE: OTHERS MAY APPLY.

SEE "PARK CITY, UTAH MONUMENT CONTROL MAP", PREPARED BY BUSH & GUDGELL. BE AWARE THAT THERE ARE TWO SEPARATE BUSH & GUDGELL MONUMENT CONTROL MAPS.  
ENTRY 197765, RECORDED 11/02/1982 (A 3 SHEET SURVEY)  
AND  
ENTRY 199887, RECORDED 12/30/1982 (AMENDMENT OF SHEET 3 OF 3 OF ENTRY 197765)

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

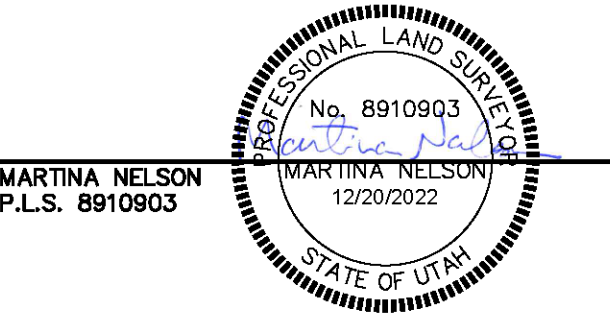
EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

THIS SURVEY IS IN COMPLIANCE WITH THE GENERALLY ACCEPTED STANDARDS OF CARE AND STANDARDS OF ACCURACY FOR THIS TYPE OF SURVEY IN THIS LOCALE.

LEGAL DESCRIPTION  
LOT 19, 20 & THE NORTH HALF OF LOT 21 IN BLOCK 3 OF THE SNYDERS ADDITION TO PARK CITY SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

**SURVEYOR'S CERTIFICATE**

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



S0011162 B: 0003 P: 0625  
Page 1 of 3  
Rhonda Francis, Summit County Utah Recorder  
02/14/2023 09:05:46 AM Fee \$120.00  
By PARK CITY SURVEYING  
Electronically Recorded by Simplifile

RECORD OF SURVEY & EXISTING CONDITIONS MAP  
LOT 19, 20 & NORTH HALF OF 21  
SNYDERS ADDITION TO PARK CITY SUBDIVISION

FOR: RICHARD & JOAN KEISER

DWG: 958 WOODSIDE ROS-ASB.dwg

SHEET 1 OF 3

SURVEYED BY:  
MN  
DRAFTED BY:  
MN  
CHECKED BY:  
KR

DATE:  
DECEMBER 20, 2022

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Park City  
Surveying  
PO Box 682983  
Park City, UT 84088  
435-649-2918  
WWW.PARKCITYSURVEY.COM



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# RECORD OF SURVEY & EXISTING CONDITIONS MAP

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF THE  
SNYDERS ADDITION TO PARK CITY SUBDIVISION  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE BOUNDARY INFORMATION.

ANY FOUND LOT CORNER EVIDENCE MORE THAN 0.10 FROM THE CALCULATED CORNER POSITIONS ARE NOTED AS OUT OF POSITION USING A BEARING & DISTANCE NOTE.

SANITARY SEWER EASEMENTS SHOWN HEREON ARE PER TITLE REPORT 29975, EFFECTIVE DATE APRIL 14, 2022 AT 8:00 AM. ISSUED BY COALITION TILE, PARK CITY, UTAH.

ENTRY 353694, BOOK 644 PAGE 645, RECORDED FEBRUARY 05, 1992.  
BENEFITS 958 WOODSIDE AVENUE BUT NO PARTS OF THIS RECORDED EASEMENT ARE CURRENTLY IN USE. THIS SANITARY SEWER EASEMENT IS DESCRIBED SO VAGUELY, IT'S DIFFICULT TO TELL THE INTENTION. PARK CITY SURVEYING COMMUNICATED WITH THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT AND ALLIANCE ENGINEERING (ALLIANCE ENGINEERING BEING A LONG-STANDING EXPERT ON OLD TOWN PROPERTY ISSUES) ON THE POSSIBLE LOCATIONS AND CONFIGURATION OF THE 4 SEPARATE EASEMENTS CONTAINED WITHIN ENTRY 353694.

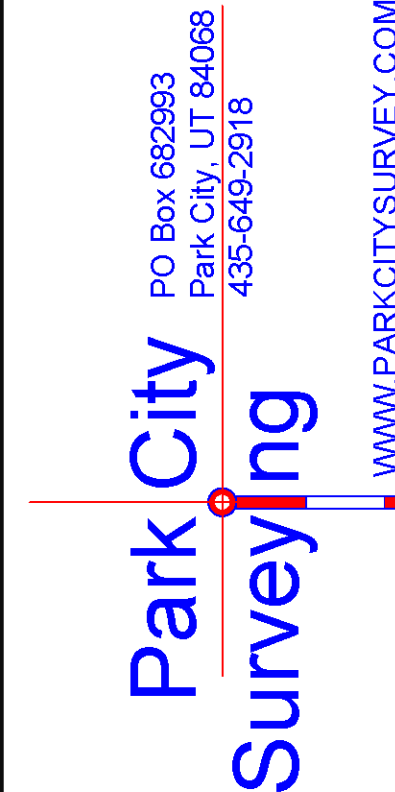
THIS EASEMENT ENTRY 353694 WAS ABANDONED USING ENTRY 1199856, BOOK 2769 PAGE 1167, RECORDED 01/19/2023 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SEE ALSO AFFIDAVIT CORRECTION, ENTRY 1200533, BOOK 2771 PAGE 0476, RECORDED 02/07/2023.

ENTRY 1172940, BOOK 2891 PAGE 1767, RECORDED 09/13/2021.

BENEFITS 958 WOODSIDE AVENUE.  
THIS EASEMENT IS DESCRIBED USING ONLY A HAND-DRAWN SKETCH. THERE IS NOT ENOUGH INFORMATION TO PLOT THIS EASEMENT. REFER TO THE SKETCH IN THE RECORDED EASEMENT.

ENTRY 1172941, BOOK 2891 PAGE 1770, RECORDED 09/13/2021.

BENEFITS 950 WOODSIDE AVENUE.  
THIS EASEMENT IS DESCRIBED USING ONLY A HAND-DRAWN SKETCH. THERE IS NOT ENOUGH INFORMATION TO PLOT THIS EASEMENT. REFER TO THE SKETCH IN THE RECORDED EASEMENT.



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SURVEYED BY:  
MN  
DRAFTED BY:  
MN  
CHECKED BY:  
KR  
DATE:  
DECEMBER 20, 2022

RECORD OF SURVEY & EXISTING CONDITIONS MAP  
LOT 19, 20 & NORTH HALF OF 21  
SNYDERS ADDITION TO PARK CITY SUBDIVISION

DWG: 958 WOODSIDE ROS-ASB.dwg

FOR: RICHARD & JOAN KEISER

SHEET 2 OF 3

BLOCK 55

TOWN POINTE  
CONDOS

BLOCK 54  
PARK STATION CONDOS

PARK AVENUE  
(A PUBLIC ROAD)

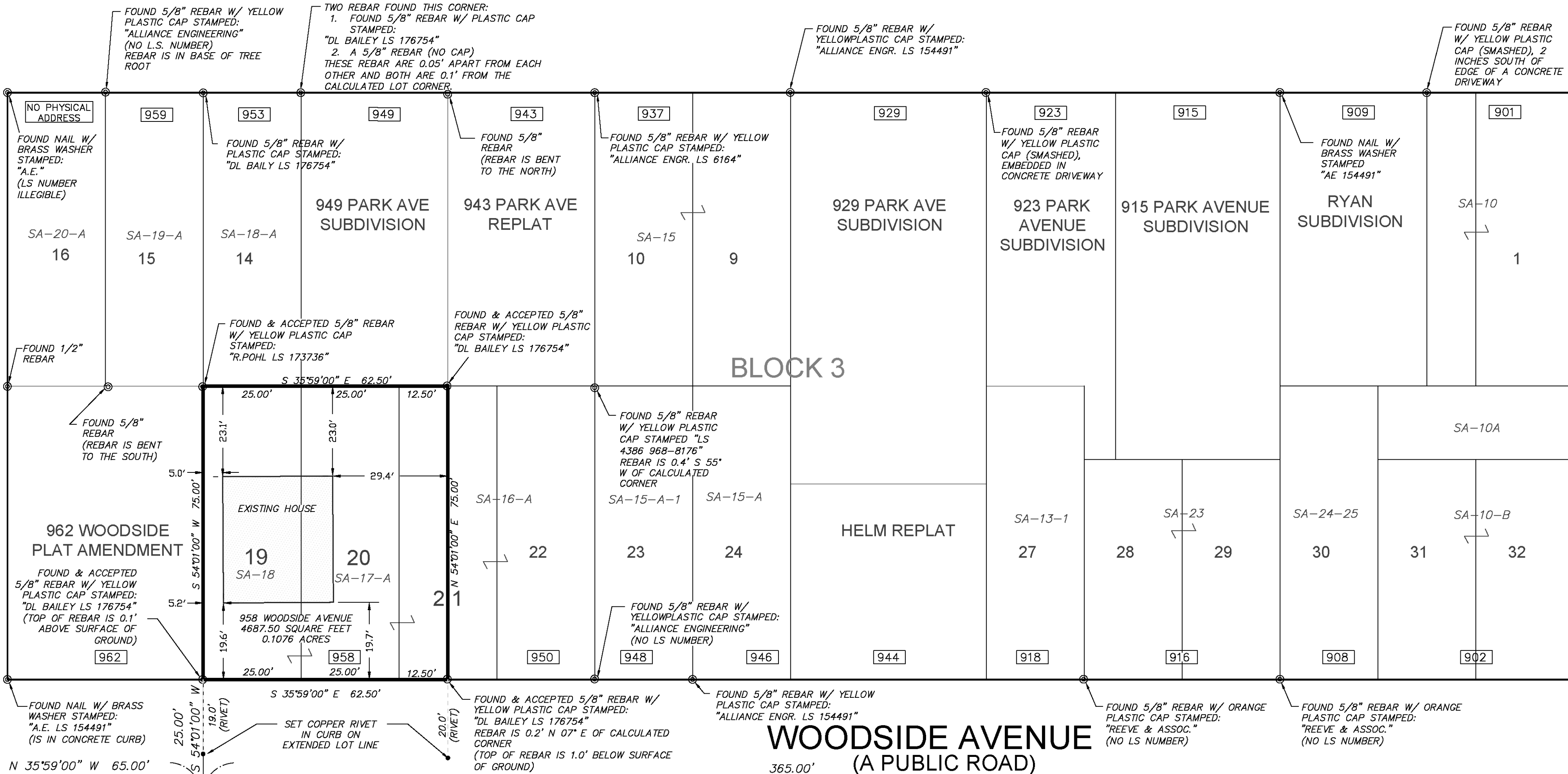
S 35°59'00" E 430.00'

FOUND & ACCEPTED STREET  
MONUMENT:  
A BRASS CAP IN CONCRETE BASE, ALL  
IN A ROUND STEEL CASING

BLOCK 4

10th STREET  
S 54°01'00" W 200.00'

(A PUBLIC ROAD)



PARKWOOD CONDO  
(PARK PHASE)

BLOCK 2

PARKWOOD CONDO  
(WOODWARD PHASE)



GRAPHIC SCALE  
1 INCH = 20 FEET  
THIS MAP PRINTS TO SCALE  
AT SIZE 24"x36" PAPER

## LEGEND

- FOUND STREET MONUMENT
- FOUND REBAR W/ CAP (AS DESCRIBED)
- ADDRESS
- SA-18 SUMMIT COUNTY PARCEL IDENTIFICATION
- 32 SNYDERS ADDITION ORIGINAL LOT NUMBER

BLOCK 9

1003 WOODSIDE PLAT  
AMENDMENT

PEEK-A-BOO REPLAT

SILVER SKIS  
CONDO

MOUNTAIN WOOD  
TOWNHOUSES (CONDO)

925 WOODSIDE  
REPLAT

919 WOODSIDE  
AVENUE  
SUBDIVISION

839 WOODSIDE  
PLAT AMENDMENT

BLOCK 11

BLOCK 10

S0011162 B: 0003 P: 0625  
Page 2 of 3  
Rhonda Francis, Summit County Utah Recorder  
02/14/2023 09:05:46 AM Fee \$120.00  
By PARK CITY SURVEYING  
Electronically Recorded by Simplifile



# RECORD OF SURVEY & EXISTING CONDITIONS MAP

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF THE  
SNYDERS ADDITION TO PARK CITY SUBDIVISION  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

## NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE TOPOGRAPHIC DETAILS.

CONTOURS SHOWN ARE AT 2' (TWO) INTERVALS.

SEE SHEET 2 FOR BOUNDARY RELATED DETAILS (FOUND LOT CORNER INFORMATION).

THE SANITARY SEWER LATERALS SHOWN IN THE REAR (NORTH PORTION) OF THE PROJECT WERE FIELD LOCATED USING SONDE TECHNOLOGY. PARK CITY SURVEYING CONTRACTED WITH ROTO-ROOTER OF SALT LAKE CITY FOR THIS PLUMBING FIELD WORK. THE GROUND SURFACE MARKINGS BY ROTO-ROOTER WERE THEN IMMEDIATELY FIELD LOCATED BY PARK CITY SURVEYING.



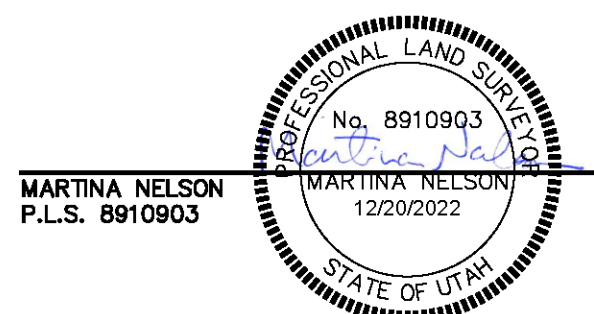
GRAPHIC SCALE  
1 INCH = 10 FEET  
THIS MAP PRINTS TO SCALE  
AT SIZE 24"X36" PAPER

## LEGEND

- FOUND REBAR W/ CAP  
(SEE SHEET 2 FOR DETAILS)
- 19 ORIGINAL SNYDERS ADDITION LOT NUMBER
- EXISTING GROUND ELEVATION
- ROOF PEAK OR RIDGE ELEVATION
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- UTILITY LATERAL
- CATCH BASIN
- WATER METER
- ELECTRIC METER
- GAS METER
- ELECTRIC BOX/TRANSFORMER
- SEWER CLEAN OUT
- UTILITY POLE
- SIGN
- LANDSCAPING
- FENCE
- RETAINING WALL (RAILROAD TIES  
UNLESS OTHERWISE DESCRIBED)
- OVERHEAD ELECTRIC  
(& OTHER OVERHEAD UTILITIES)
- SANITARY SEWER LINE
- TREE DIAMETER SHOWN TO EDGE OF DRIPLINE
- DECIDUOUS TREE

## SURVEYOR'S CERTIFICATE

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Page 3 of 3  
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RECORD OF SURVEY & EXISTING CONDITIONS MAP  
LOT 19, 20 & NORTH HALF OF 21  
SNYDERS ADDITION TO PARK CITY SUBDIVISION

FOR: RICHARD & JOAN KEISER

DWG: 958 WOODSIDE ROS-ASB.dwg

SHEET 3 OF 3

SURVEYED BY:  
MN  
DRAFTED BY:  
MN  
CHECKED BY:  
KR  
DATE:  
DECEMBER 20, 2022

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Park City  
Surveying  
PO Box 682993  
Park City, UT 84088  
435-649-2918  
WWW.PARKCITYSURVEY.COM



[illegible]

**DRAWN BY:**  
MN  
**CHECKED BY:**  
MN  
**DATE:**  
JULY 06, 2023

WEST SIDE OF WOODSIDE AVENUE  
(ODD NUMBERED ADDRESSES)

925 929 933 937 941 943 951 957 973

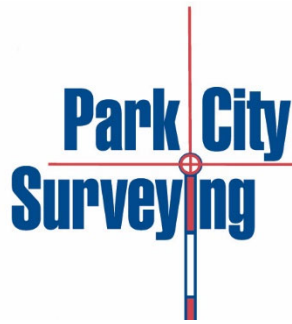
958 WOODSIDE AVENUE PLAT  
AMENDMENT PROJECT  
STREETSCAPE PERSPECTIVES

SHEET 1 OF 1









P.O. Box 682993  
Park City, UT 84068  
(435)649-2918  
(435)649-4637 fax

**PLAT AMENDMENT**  
**958 Woodside Avenue**  
**Park City, UT 84060**

**Lot 19, Lot 20 & the North half of Lot 21, all in Block 3 of the Snyders Addition to Park City**

**06/23/2023**

### **Project Description**

The landowners of 958 Woodside Avenue in Old Town (Park City) wish to combine the parcels they own into two new lots of record.

- The current landowners are Richard & Joan Keiser.
- There is an existing non-historic home on the property (Built in 1972)

### **Good Cause**

- As is typical in Old Town, when property improvements are anticipated, Park City Land Management Code requires that single lots be combined into one or more new lots of record via a Plat Amendment, as in this instance.
- No boundaries along the side or rear lot lines, or road frontages are changing.
- No physical or platted roadways or easements will be affected.

Respectfully,

Martina Nelson, P.L.S., Owner  
Park City Surveying  
Email: [martina@pcsurveying.com](mailto:martina@pcsurveying.com)  
Office 435-649-2918



SNYDERVILLE BASIN

**WATER RECLAMATION DISTRICT**

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

July 5, 2023

Martina Nelson  
P.O. Box 682993  
Park City, UT 84068

Subject: 958 Woodside Avenue Subdivision  
Plat Review

Dear Ms. Nelson,

The Snyderville Basin Water Reclamation District (SBWRD) has reviewed the referenced plat and has the following comments:

1. As shown on the Record of Survey & Existing Conditions Map, the sewer lateral for the existing house at 950 Woodside Avenue crosses Lots 1 & 2 of the proposed plat. This lateral also combines with the lateral serving 958 Woodside and then crosses 962 Woodside to connect to the sewer main line in 10<sup>th</sup> Street. SBWRD policy is directed at accommodating cross-lot lateral lines in Old Town until homes undergo major remodels or renovations, at which time the laterals will be required to be relocated. To address these issues, add the following notes to the plat:
  - a. 950 Woodside Avenue and 958 Woodside Avenue are served by a common private lateral wastewater line that crosses 962 Woodside Avenue. When a major remodel or renovation occurs on Lots 1 or 2, wastewater service will be required to be routed to Woodside Avenue. Ejector pumping of the lower levels may be required.
  - b. The private lateral easement for the benefit of 950 Woodside Avenue will expire once the building at 950 Woodside Avenue undergoes a major remodel or renovation when wastewater service will be required to be routed to Woodside Avenue.
2. Show and label a private sewer lateral easement for the benefit of 950 Woodside Avenue on the plat. This easement should extend 5' beyond the location of the sewer lateral, as shown on the Record of Survey (excepting any areas that are within the existing building (see attached)). Reference the plat note above (Item 1b) on the easement.

Following the completion of the above item and the signature of the Owner's Dedication, we will be able to sign the plat.

Sincerely,

Kevin Berkley, P.E.  
District Engineer

cc: Spencer Cawley, Park City Planning Department  
Plat Review File



10th STREET

16

15

14

*Private Sewer Lateral  
to the benefit  
of 958 Woodside  
Ave. see note #14*

949 PARK AVE  
SUBDIVISION

943 PARK AVE REPLAT

FOUND & ACCEPTED 5/8" REBAR  
W/ YELLOW PLASTIC CAP STAMPED:  
"R. POHL LS 173736"

LOT 1

LOT 2

962 WOODSIDE PLAT  
AMENDMENT

958 WOODSIDE  
AVENUE  
1875 SQUARE  
FEET

WOODSIDE  
AVENUE  
2812.5 SQUARE  
FEET

962-WA-1

SA-18

SA-17-A

SA-16-A

SA-

19

20

21

22

BLOCK

962

FOUND & ACCEPTED 5/8" REBAR  
W/ YELLOW PLASTIC CAP  
STAMPED:  
"DL BAILEY LS 176754"  
(TOP OF REBAR IS 0.1' ABOVE  
SURFACE OF GROUND)

P.O.B.

*Add Plot  
notes- see  
review letter*

S 54°01'00" W 25.00'

N 35°59'00" W 62.50'

37.50'

20.0' (RIVET)

FOUND & ACCEPTED 5/8" REBAR W/ YELLOW  
PLASTIC CAP STAMPED:  
"DL BAILEY LS 176754"  
REBAR IS 0.2' N 07° E OF CALCULATED  
CORNER (TOP OF REBAR IS 1.0' BELOW SURFACE OF  
GROUND)

FOUND COPPER RIVET IN  
CURB ON EXTENDED LOT LINE

FOUND COPPER RIVET IN  
CURB ON EXTENDED LOT LINE

N 35°59'00" W 65.00'

N 35°59'00" W

343 PARK AVE REPLAI

EXISTING HOUSE  
949 PARK AVE.

RIDGE: 6985.4'  
RIDGE: 6988.5'  
DECK SURFACE: 6975.1'

UTIL. POLE  
W/ DROP  
SAN. LATERAL

BUILDING AT GROUND  
LEVEL/OPEN AIR DECK  
ABOVE

CONC. DRIVE  
ROLLED CONC. CURB  
& GUTTER (TYP.)

*False front to  
area shown plan  
of existing house  
843 PARK AVE.*

WOOD PANEL FENCE  
SHED  
SANITARY LATERALS  
POSSIBLE THIS REAR  
YARD AREA

RETAINING WALL  
(RR TIES)  
SAN. LATERAL

PORCH  
SURFACE AT  
REAR ENTRY:  
6971.6'

RR TIES  
(LANDSCAPING)  
29.4'

GRAVEL  
(GROUND  
LEVEL)  
6965.5'

DECK  
SURFACE:  
6974.0'

DECK  
(WOOD PRIVACY  
FENCE SURROUNDS  
DECK THIS AREA)

DECK (AT  
DOOR):  
6973.9'

DECK (AT  
GRADE):  
6973.9'

STUMPS  
(WOOD)

CONC.

STEPS  
(WOOD)

LANDSCAPE/  
ROCKS

2 UTILITY POLES HERE  
(ONE OLD & ONE  
NEWER)

ASPHALT

STOP  
SIGN

STACKED ROCK  
RETAINING WALL

ROLLED CONC. CURB  
& GUTTER (TYP.)

EXISTING HOUSE  
950 WOODSIDE AVE.

CONC. DRIVE

CONC. I

# 962 WOODSIDE PLAT AMENDMENT

GROUND ELEV.  
BETWEEN 2 SAN.  
LATERAL COVERS

HVAC PANELS  
(WALL MOUNTED ON  
EXTERIOR OF HOUSE)

STORM DRAIN  
(FOR DOWNSPOUT)

WINDOW  
WELL  
(EGRESS)

EXISTING HOUSE  
962 WOODSIDE AVE.

CANTILEVERED  
WALL

STACKED ROCK  
RETAINING WALLS

RIDGE: 6989.6'

RIDGE: 6991.0'

RIDGE: 6993.1'

RIDGE: 6994.3'

RIDGE: 6995.2'

RIDGE: 6996.0'

RIDGE: 6996.8'

RIDGE: 6997.2'

RIDGE: 6997.8'

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RIDGE: 7114.2'

RIDGE: 7114.8'



# Planning Commission Staff Report



**Subject:** 729 Rossie Hill Drive  
**Application:** PL-23-05604  
**Authors:** Rebecca Ward, Assistant Planning Director  
Jack Niedermeyer, Planner I  
**Date:** July 12, 2023  
**Type of Item:** Nightly Rental Conditional Use Permit

## Recommendation

(I) Review the nightly rental Conditional Use Permit for 729 Rossie Hill Drive, (II) hold a public hearing, and (III) consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

## Description

**Applicant:** Lilac Hill East Development, Inc.  
Represented by Justin Keys

**Location:** 729 Rossie Hill Drive

**Zoning District:** Historic Residential Low - Density  
Lower Rossie Hill Subzone

**Adjacent Land Uses:** Multi-Unit Dwellings, Recreation and Open Space

**Reason for Review:** The Planning Commission Reviews and takes Final Action on Conditional Use Permits (LMC [§ 15-1-8\(G\)](#))

CUP Conditional Use Permit  
HRL Historic Residential Low - Density  
LMC Land Management Code

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

## Summary

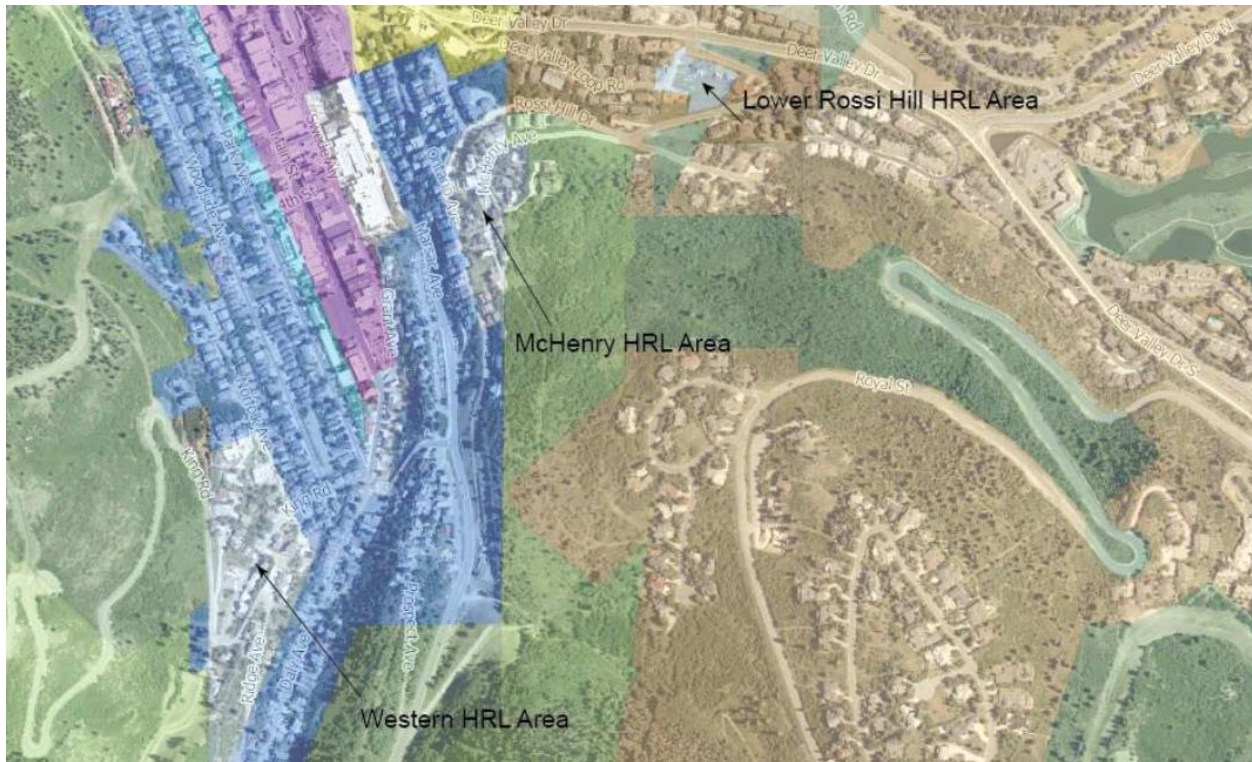
Nightly rentals in the Lower Rossie Hill subzone of the Historic Residential Low – Density (HRL) Zoning District require a Conditional Use Permit (CUP). The Applicant requests a nightly rental CUP for 729 Rossie Hill Drive, a Single-Family Dwelling within the Lower Rossie Hill subzone of the HRL Zoning District (Exhibit B: Applicant's Statement<sup>1</sup>).

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<sup>1</sup> Note the Applicant originally applied for a nightly rental CUP for 729, 741, and 755 Rossie Hill. 741 Rossie Hill is still under construction and the Applicant withdrew that application.

## **Background**

The HRL Zoning District has three subzones: the Western, the McHenry, and the Lower Rossie Hill:



The Lower Rossie Hill subzone includes five Single-Family Dwellings within the Lilac Hill East Subdivision (Exhibit C). 729 Rossie Hill Drive is Lot 2 of the Lilac Hill East Subdivision. The Applicant submitted a nightly rental CUP application for two of the five properties – 729 and 755 Rossie Hill Drive.

## **Analysis**

**(I) The proposal for a nightly rental Conditional Use Permit complies with LMC Chapter 15-2.1 *Historic Residential Low – Density Zoning District*.**

LMC [§ 15-2.1-2\(B\)\(1\)](#) states nightly rentals in the HRL Zoning District in the Lower Rossie Hill subzone require a CUP. LMC [§ 15-2.1-2\(B\)\(1\) footnote 2](#) establishes additional requirements for nightly rentals in the Lower Rossie Hill subzone:

- Nightly rental agreements shall include language that limits the vehicles allowed to the number of on-site parking spaces
- Property management contact information shall be displayed in a prominent location inside the nightly rental



Staff recommends Conditions of Approval to ensure these requirements are met, outlined in detail below.

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

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards (LMC [§ 15-1-10](#)).

**1. Size and location of the site.**

***No unmitigated impacts***

729 Rossie Hill Drive is a Single-Family Dwelling located on a 0.15-acre lot. The Single-Family Dwelling complies with HRL Zoning District Lot and Site Requirements outlined in LMC [§ 15-2.1-3](#).

Nightly rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code. To complete the nightly rental business license application process, the Building Department must complete an inspection. As part of the inspection, the Building Department determines the maximum occupancy to ensure that the appropriate emergency escape and rescue openings are provided.

**2. Traffic considerations including capacity of the existing Streets in the Area.**

***Condition of Approval Recommended***

729 Rossie Hill Drive is accessed by a private drive from Rossie Hill Drive. See (I)(5) below for the number of vehicles allowed for the nightly rental.

**3. Utility capacity, including Storm Water run-off.**

***No unmitigated impacts***

Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.

**4. Emergency vehicle Access.**

***Condition of Approval Recommended***

The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: “[d]rives... shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty-foot (20’) wide clear space, it will not be allowed and shall be signed ‘No Parking.’”

On May 2, 2023, the Engineering Department and Park City Fire District reviewed the proposed nightly rental Conditional Use Permit and recommend the following:

**Condition of Approval 2** – The Applicant shall install “No Parking” signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to submitting a nightly rental business license application.

**5. Location and amount of off-Street parking.**  
***Conditions of Approval Recommended***

LMC [§ 15-3-6\(A\)](#) requires two parking spaces for Single-Family Dwellings. 729 Rossie Hill Drive is a Landmark Historic Site on the Park City Historic Sites Inventory (LMC [§ 15-11-10\(D\)\(1\)\(fd\)](#)). LMC [§ 15-2.1-4](#) states Historic Structures are exempt from parking requirements. However, for Conditional Use Permit approval, LMC [§ 15-2.1-4](#) states “[a]ll Conditional Uses proposed on the site . . . shall comply with parking requirements of Chapter 15-3.”

729 Rossie Hill Drive has one on-site parking space within the parking garage. The Applicant initially proposed a parking pad to accommodate a second parking space in the front yard. However, LMC [§ 15-13-2\(B\)\(1\)\(g\)\(4\)](#) recommends parking areas in the rear yard beyond the rear wall plane of Landmark Historic Sites and buffering the parking area from adjacent properties and the primary right-of-way. LMC [§ 15-3-3\(F\)](#) also requires parking spaces to be nine feet wide and 18 feet long, and these dimensions are difficult to locate on site without locating the parking pad in front of the Historic Structure.

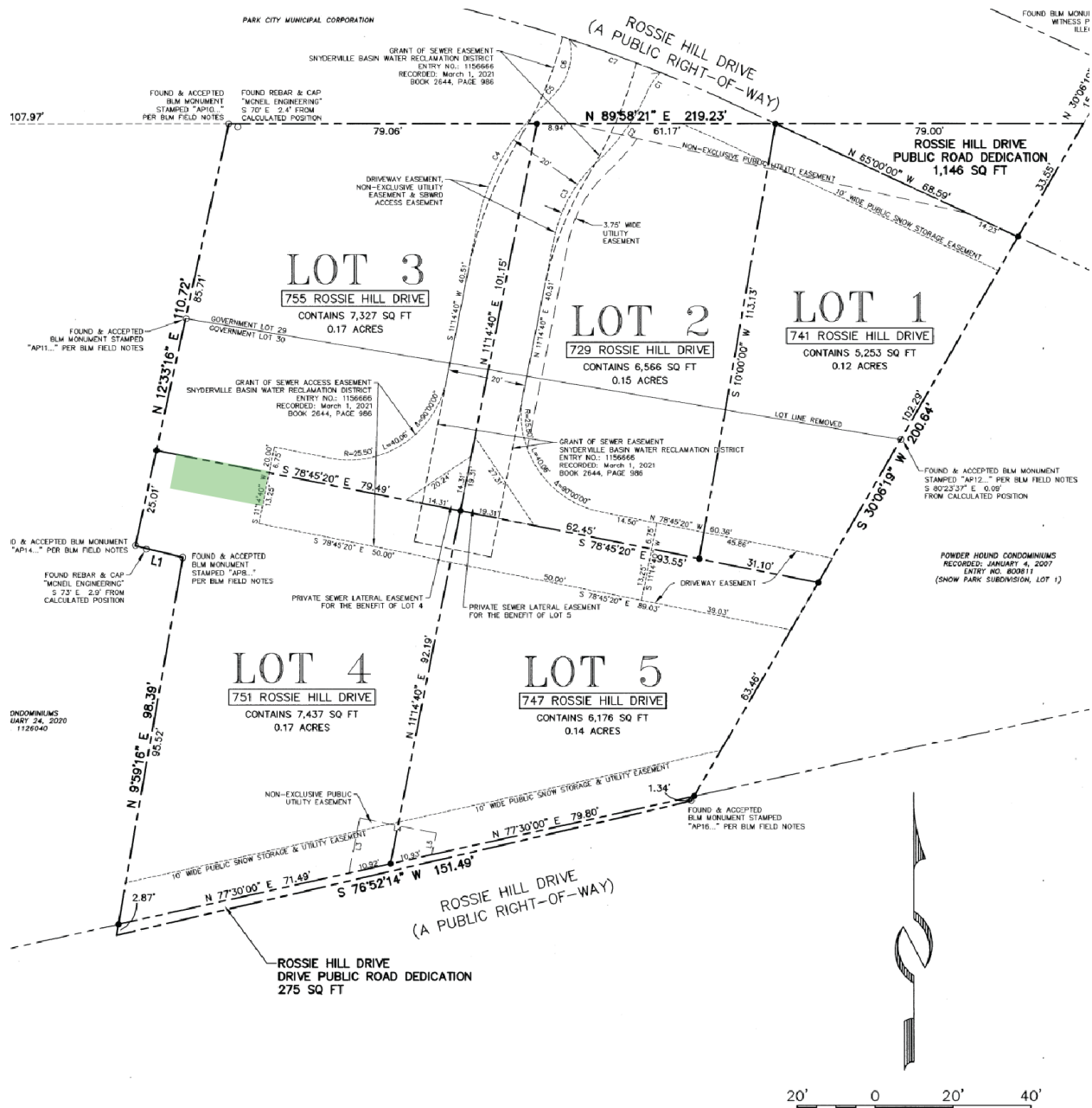
As noted above, nightly rental agreements for properties within the Lower Rossie Hill subzone must limit the number vehicles for the nightly rental to the number of on-site parking spaces. The Applicant’s draft nightly rental agreement proposes two parking spaces. If the Planning Commission limits parking for the 729 Rossie Hill Drive nightly rental to one vehicle, staff recommends:

**Condition of Approval 1** – Prior to submitting a nightly rental business license application, the Applicant shall amend the nightly rental agreement for 729 Rossie Hill Drive to limit guests to one vehicle, which must be parked within the one-car garage on the property. Parking on the private driveway accessing 729 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall



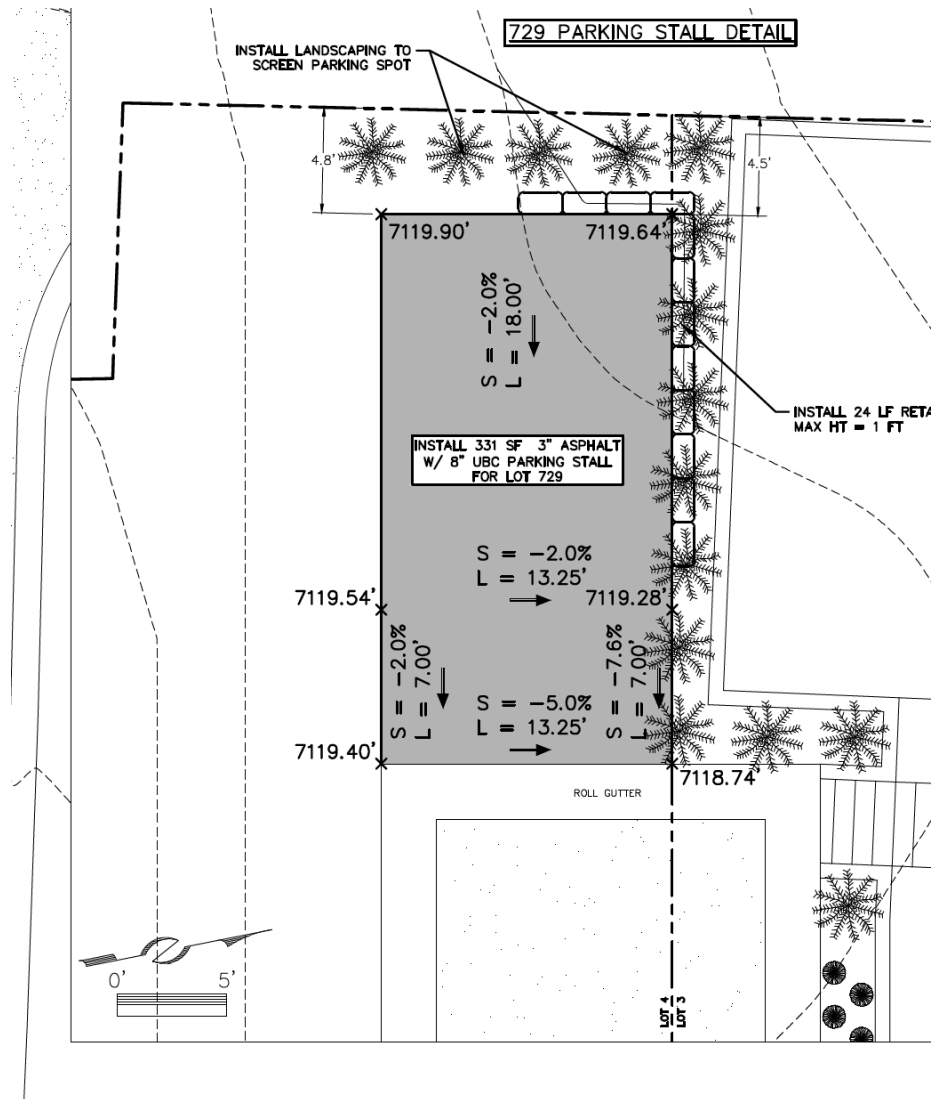
submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.

If the Planning Commission finds two parking spaces are required pursuant to LMC [§ 15-2.1-4](#), which exempts Historic Sites from parking requirements unless a Conditional Use Permit is sought, the Applicant proposes recording a Declaration of Parking Easement against Lot 4 to satisfy a second parking space (Exhibit G). Required parking must be satisfied on site, unless the Planning Commission allows such parking on adjacent or nearby deed restricted lots (LMC [§ 15-3-2\(C\)](#)). Lot 4 is not a Historic Site and has an unusual configuration that will place the parking pad behind the Historic Structure at 755 Rossie Hill Drive and to the side of the proposed new Single-Family Dwelling for Lot 4. The estimated location of the proposed parking space on Lot 4 is highlighted in green on the Lilac Hill East Subdivision excerpt below:



The Applicant proposes screening the parking pad with vegetation:





If the Planning Commission finds two parking spaces are required pursuant to LMC [§ 15-2.1-4](#), staff recommends the following:

**Condition of Approval 1** – Prior to submitting a nightly rental business license application, the Applicant shall amend the nightly rental agreement for 729 Rossie Hill Drive to limit guests to two vehicles, one which must be parked within the one-car garage on the property, and the second which must be parked on the parking pad on Lot 4. The nightly rental agreement shall provide a site map outlining the two parking space limitations for 729 Rossie Hill Drive. The Applicant shall install a sign for the second parking space for 729 Rossie Hill Drive on Lot 4 in a form and location approved by the Planning Department limiting parking to 729 Rossie Hill Drive. Parking on the private driveway accessing 729 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited.

The Applicant shall submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.

**6. Internal vehicular and pedestrian circulation system.**

***No unmitigated impacts***

No changes to internal vehicular or pedestrian circulation are proposed.

**7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.**

***No unmitigated impacts***

No changes to fencing, screening, or landscaping are proposed as part of this CUP.

The five Single-Family Dwellings in the Lower Rossie Hill subzone within the HRL Zoning District are surrounded by residential properties within the Residential Medium Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District (LMC [§ 15-2.15-2\(A\)\(7\)](#)). The Lower Rossie Hill subzone includes Recreation Open Space buffers from adjacent uses to the west, north, and south:



**8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.**

***No unmitigated impacts***

No change is proposed.



**9. Usable Open Space.**  
***No unmitigated impacts***

No change is proposed.

**10. Signs and lighting.**  
***Conditions of Approval Recommended***

No signs are proposed. The outdoor lighting must conform to the Dark Sky Code outlined in LMC [Section 15-5-5\(J\)](#).

**Condition of Approval 3** – Outdoor sign installations advertising the nightly rental are prohibited.

**Condition of Approval 4** – Outdoor lighting shall be fully shielded and down directed with bulbs 3,000 degrees Kelvin or less prior to applying for a nightly rental business license.

**11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.**  
***No unmitigated impacts***

No changes are proposed.

**12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site.**  
***Condition of Approval Recommended***

**Condition of Approval 5** – The property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental. Violation of Municipal Code of Park City [Chapter 6-3 Noise](#), illegal conduct, or any other abuse which violates nightly rental regulations or these Conditions of Approval is grounds for business license revocation.

**13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas.**  
***Condition of Approval Recommended***

**Condition of Approval 6** – Trash receptacles shall be stored on site and screened, and placed for trash pickup according to the Municipal Code of Park City [§ 6-1-11](#), which prohibits trash receptacles from being set out for collection prior to 6:00 PM of the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.

**Condition of Approval 7** – Trash cans shall not be left at the curb for any period in excess of 24 hours and the property must be kept free from accumulated garbage and refuse.

**14. Expected ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities.**

***Condition of Approval Recommended***

729 Rossie Hill Drive is privately owned. The property will be part of the Lilac Hill East Homeowner Association (Exhibit E, Draft Covenants, Conditions and Restrictions). The driveway to 729 Rossie Hill Drive is heated. Maintenance of the private driveway that accesses the five Lilac Hill East Single-Family Dwellings will be plowed and maintained by the Homeowner Association.

**Condition of Approval 8** – The Lilac Hill East Homeowner Association Covenants, Conditions and Restrictions shall be recorded prior to applying for a nightly rental business license and shall include required snow removal and maintenance of the private drive from Rossie Hill Drive leading to the five Single-Family Dwellings.

Municipal Code of Park City [§ 4-5-3](#) requires the following for nightly rental management, included as Conditions of Approval:

**Condition of Approval 9** – The licensee for nightly rentals shall be the property owner. The local representative shall be deemed the responsible party.

**Condition of Approval 10** – Updated property management contact information shall be displayed in a prominent location inside the nightly rental.

**Condition of Approval 11** – The nightly rental shall be property managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services to the two on-site parking spaces within the two-car garage; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.

**Condition of Approval 12** – The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the nightly rental. The responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all



official communications from the City.

**Condition of Approval 13** – The nightly rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.

**15. Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.**  
***No unmitigated impacts***

No exterior changes are proposed. The property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.

**16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.**  
***No unmitigated impacts***

Objective 7C of the General Plan is to focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley.

729 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and ticket office at Deer Valley, shown in the image below taken from Google Earth:



#### **(IV) The Development Review Committee reviewed the Application on May 2, 2023.<sup>2</sup>**

The Engineering Department and Park City Fire District recommend Conditions of Approval, outlined in the analysis above.

#### **Department Review**

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

#### **Notice**

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on May 30, 2023. Staff mailed courtesy notice to property owners within 300 feet on May 30, 2023. The *Park Record* published notice on May 31, 2023.<sup>3</sup> On June 13, 2023, the Planning Commission opened a public hearing and continued the item to June 28, 2023, to allow the Applicant additional time to finalize the submittal. On June 28, 2023, the Planning Commission opened a public hearing and continued the item to July 12, 2023.

#### **Public Input**

Please see Exhibit F.

#### **Alternatives**

- The Planning Commission may approve the Conditional Use Permit;
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date uncertain.

#### **Exhibits**

Exhibit A: Draft Final Action Letter

Exhibit B: Applicant's Statement

Exhibit C: Lilac Hills East Subdivision Plat

Exhibit D: Draft Nightly Rental Agreement

Exhibit E: Draft Covenants, Conditions and Restrictions

Exhibit F: Public Input

Exhibit G: Draft Parking Easement

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<sup>2</sup> The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

<sup>3</sup> LMC [§ 15-1-21](#)





## Planning Department

July 12, 2023

Lilac Hill East Development, Inc.  
729 Rossie Hill Drive  
Park City, Utah 84060  
CC: Justin Keys, Hoggan Lee Hutchinson

### NOTICE OF PLANNING COMMISSION ACTION

#### Description

Address: 729 Rossie Hill Drive

Zoning District: Historic Residential Low Density (HRL)  
Lower Rossie Hill Subzone

Application: Conditional Use Permit

Project Number: PL-23-05605

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 12, 2023

Project Summary: The applicant requests nightly rental Conditional Use Permit.

#### Action Taken

On July 12, 2023, the Planning Commission conducted a public hearing and approved the nightly rental Conditional Use Permit for 729 Rossie Hill Drive according to the following findings of fact, conclusions of law, and conditions of approval:

#### Findings of Fact

1. 729 Rossie Hill Drive is in the Lower Rossie Hill subzone of the Historic Residential-Low Density (HRL) Zoning District.
2. The Lower Rossie Hill subzone of the HRL Zoning District includes five Single-Family Dwellings that are part of the Lilac Hills East Subdivision.
3. 729 Rossie Hill Drive is Lot 2 of the Lilac Hills East Subdivision.
4. 729 Rossie Hill Drive is located on a 0.15-acre parcel.
5. 729 Rossie Hill Drive is accessed by a twenty-foot-wide shared private drive from Rossie Hill Drive. The private drive accesses all five Single-Family Dwellings



## Planning Department

within the Lilac Hills East Subdivision.

6. **Size and location of the site** – The Single-Family Dwelling complies with HRL Zoning District Lot and Site Requirements outlined in LMC § 15-2.1-3.
7. **Traffic** – 729 Rossie Hill Drive is accessed by a private drive from Rossie Hill Drive. There will not be a significant change in traffic generated for the property as a nightly rental compared to a Single-Family Dwelling.
8. **Utility Capacity** – Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.
9. **Emergency access** – The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: “[d]rives... shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty-foot (20’) wide clear space, it will not be allowed and shall be signed ‘No Parking.’” The Conditional Use Permit is conditioned on no parking along the private driveway.
10. **Off-Street Parking** – The Land Management Code (LMC) requires two parking spaces for a Single-Family Dwelling. The existing Single-Family Dwelling includes a one-car garage. 729 Rossie Hill Drive is a Landmark Historic Site on the Park City Historic Sites Inventory (LMC § 15-11-10(D)(1)(fd)). LMC § 15-2.1-4 states Historic Structures are exempt from parking requirements. However, for Conditional Use Permit approval, LMC § 15-2.1-4 states “[a]ll Conditional Uses proposed on the site . . . shall comply with parking requirements of Chapter 15-3.” The Applicant initially proposed a parking pad in the front yard to accommodate a second vehicle. However, LMC § 15-13-2(B)(1)(g)(4) recommends parking areas in the rear yard beyond the rear wall plane of Landmark Historic Sites and buffering the parking area from adjacent properties and the primary right-of-way. LMC § 15-3-3(F) also requires parking spaces to be nine feet wide and 18 feet long, and these dimensions are difficult to locate on site. Nightly rental agreements for properties within the Lower Rossie Hill subzone must limit the number vehicles for the nightly rental to the number of on-site parking spaces. The nightly rental Conditional Use Permit for 729 Rossie Hill Drive is restricted to one vehicle.
11. **Internal vehicular and pedestrian circulation system** – no changes are proposed.
12. **Fencing, Screening, and Landscaping** – no changes are proposed. The Lower Rossie Hill HRL subzone is surrounded by properties within the Residential Medium Zoning District, where nightly rentals are allowed. Recreation Open Space buffers the Lower Rossie Hill HRL subzone to the west, north, and south.
13. **Building mass, bulk, and orientation** – no changes are proposed.
14. **Usable Open Space** – no changes are proposed.
15. **Signs and lighting** – sign installations are prohibited, and outdoor lighting must comply with the Dark Sky Code.





## Planning Department

16. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing** – no changes are proposed.
17. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site** – the property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental.
18. **Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas** – trash receptacles shall be stored on site and screened.
19. **Expected ownership and management of the nightly rental** – the property will be part of the Lilac Hill East Homeowner Association.
20. **Environmentally sensitive lands** – the property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.
21. **Consistent with the General Plan** – Objective 7C of the General Plan is to focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley.
22. 729 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and ticket office at Deer Valley.
23. The Development Review Committee discussed the proposed nightly rental on May 2, 2023.
24. On May 30, 2023, staff published notice on the City and Utah Public Notice websites and posted notice to the property and mailed courtesy notice to property owners within 300 feet. The *Park Record* published notice on May 31, 2023.
25. On June 14, 2023, the Planning Commission opened a public hearing and continued the item to June 28, 2023, to allow the Applicant additional time to finalize the submittal. On June 28, 2023, the Planning Commission opened a public hearing and continued the item to July 12, 2023.

### **Conditions of Law**

1. The proposed application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Nightly Rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed nightly rental use is consistent with the Park City General Plan.
4. The effects of the difference in use or scale of the Nightly Rental have been mitigated through careful planning and Conditions of Approval.

### **Conditions of Approval**

1. Prior to submitting a nightly rental business license application, the Applicant shall amend the nightly rental agreement for 729 Rossie Hill



## Planning Department

Drive to limit guests to a maximum of one vehicle, which must be parked within the one-car garage on the property. Parking on the private driveway accessing 729 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.

2. The Applicant install "No Parking" signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to submitting a nightly rental business license application.
3. Outdoor sign installations advertising the nightly rental are prohibited.
4. Outdoor lighting shall be fully shielded and down directed with bulbs 3,000 degrees Kelvin or less prior to applying for a nightly rental business license.
5. The property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental. Violation of Municipal Code of Park City Chapter 6-3 *Noise*, illegal conduct, or any other abuse which violates nightly rental regulations, or these Conditions of Approval is grounds for business license revocation.
6. Trash receptacles shall be stored on site and screened and placed for trash pickup according to the Municipal Code of Park City § 6-1-11, which prohibits trash receptacles from being set out for collection prior to 6:00 PM of the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.
7. Trash cans shall not be left at the curb for any period in excess of 24 hours and the property must be kept free from accumulated garbage and refuse.
8. The Lilac Hill East Homeowner Association Covenants, Conditions and Restrictions shall be recorded prior to applying for a nightly rental business license and shall include required snow removal and maintenance of the private drive from Rossie Hill Drive leading to the five Single-Family Dwellings.
9. The licensee for nightly rentals shall be the property owner. The local representative shall be deemed the responsible party.
10. Updated property management contact information shall be displayed in a prominent location inside the nightly rental.





## Planning Department

11. The nightly rental shall be property managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services to the two on-site parking spaces within the two-car garage; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.
12. The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the nightly rental. The responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.
13. The nightly rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.
14. The property owner shall obtain and renew a valid nightly rental business license for this Conditional Use Permit to be valid.

If you have questions or concerns regarding this Final Action Letter, please contact [planning@parkcity.org](mailto:planning@parkcity.org).

Sincerely,

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Laura Suesser, Planning Commission Chair

CC: Jack Niedermeyer



Justin Keys  
Justin@hlhparkcity.com

Direct: 435.731.9195

March 31, 2023

**VIA EMAIL**

Park City Municipal Corporation  
Park City Planning Department  
PO Box 1480  
Park City, Utah 84060

*Re: HRL Zone- Nightly Rental Conditional Use Application*

Dear Park City Planning Commission and Staff,

This firm represents Lilac Hill East Development, Inc., the owner and developer of that certain real property located on Deer Valley drive commonly known as 741, 729, and 755 Rossie Hill Drive, Parcel Nos. LHES-1, LHES-2, LHES-3 (the “Lilac Hill Properties”). Please accept this cover letter with the enclosed application for a Conditional Use Permit to operate nightly rentals on the Lilac Hill Properties.

Under Park City Land Management Code Section 15-2.1-2(B)(1), nightly rentals are listed as one of the permissible uses for properties located in the Historic Residential-Low Density Zone (the “HR-L Zone”). Nightly rentals are listed as potential conditional uses, subject to the following footnote:

For Nightly Rentals in the Lower Rossi Hill sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site parking spaces; and (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.

The conditional review process generally is set out in Park City Land Management Code Section 15-1-10. Subsection E of that provision is entitled “Review” and instructs the Planning Commission to “review each of the following items”:



1. *Size and location of the Site.*

Submitted as an enclosure with this application are several site plans that show the specific lots that are subject to this application along with the general area and surrounding uses.

2. *Traffic considerations including capacity of the existing Streets in the Area.*

The Lilac Hill Properties are serviced by a private drive with ample access and egress for the properties at issue. Because the drive is private, it will not impose any additional strain on the public streets. The private drive accesses lower Rossie Hill Drive, which quickly merges with Deer Valley Loop and Deer Valley Drive—a major arterial access road.

3. *Utility capacity, including Storm Water run-off.*

The proposed use is still residential in nature and will not have any additional impact on the utility capacity of the area, including storm water run-off.

4. *Emergency vehicle access.*

The private access drive is designed with a hammer-head configuration allowing for easy access and egress for emergency vehicles for all of the Lilac Hill Properties. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall.

5. *Location and amount of off-Street parking.*

The Lilac Hill Properties are more than adequately parked. Each of the individual lots has a private garage. Additionally, there is parking available in the entry driveways and along the private access drive. In short, there will be more than adequate parking for the individual Lilac Hill Properties without relying on any publicly available street parking.

6. *Internal vehicular and pedestrian circulation system.*

As discussed previously, the Lilac Hill Properties are serviced by a private drive with a hammerhead design. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall. The private drive is also lined by a sidewalk that accesses Rossie Hill Drive and, from there, Deer Valley Drive.

7. *Fencing, Screening, and landscaping to separate the Use from adjoining Uses.*

In this instance, the contemplated conditional use is similar or the same as adjoining uses. Thus, there is no need to screen this use from any others. The topography of the lot also provides

natural separation and privacy in addition to the abundant landscaping contemplated by the Applicant for the site.

8. *Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.*

The building massing, bulk, and orientation are such to minimize conflicts. As can be seen in the site plan exhibit provided, the surrounding uses are dense condominiums. The contemplated single-family homes are less dense and well space within the property. The contemplated development will have minimal impact on surrounding properties.

9. *Usable Open Space.*

The Lilac Hill Properties provide more than the code-based required open space. That open space consists primarily of landscaped area providing a buffer between the buildings internally and externally.

10. *Signs and lighting.*

All signage and lighting will be code compliant. There is no additional external signage or lighting required for nightly rental use than that required for typical residential use.

11. *Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing.*

The physical design of the Lilac Hill Properties is consistent with the high-end residential design found in the Rossi Hill area generally. The properties are compatible with surrounding structures.

12. *Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site.*

The nightly rental of the Lilac Hill Properties will not cause any additional noise, vibration, odors, steam, or other mechanical factors beyond that of a typical residential use. Given the design of the development, any such nuisances will be mitigated by the private drive and landscaping.

13. *Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas.*

The internal design of the community with the incorporation of the private drive and turn-around ensure that delivery and service vehicles will not impact public streets. There is more than ample room for such vehicles to park, load, and unload. This is a residential use and all trash and recycling will be small-scale residential in nature.

14. *Expected Ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities.*

It is anticipated that the Lilac Hill Properties will be privately owned as primary or secondary residences. The owners would like the option to nightly rental the properties consistent with the conditional use allowed in the zone.

15. *Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.*

There are no environmentally sensitive lands within or adjoining the site. Nor are there any physical mine hazards, mine waste, steep slopes or other topographical issues preventing nightly rentals in this location.

16. *Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding.*

The contemplated nightly rental is consistent with the goals and objectives of the Park City General Plan as it relates to this zoning district. The use is consistent with the code.

In addition to the foregoing factors, the Applicant is willing to accept as a condition of approval of its nightly rental condition use permit that “(a) all rental agreements for Nightly Rental . . . include language that limits the vehicles allowed to the number of on-site parking spaces; and [that] (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.”

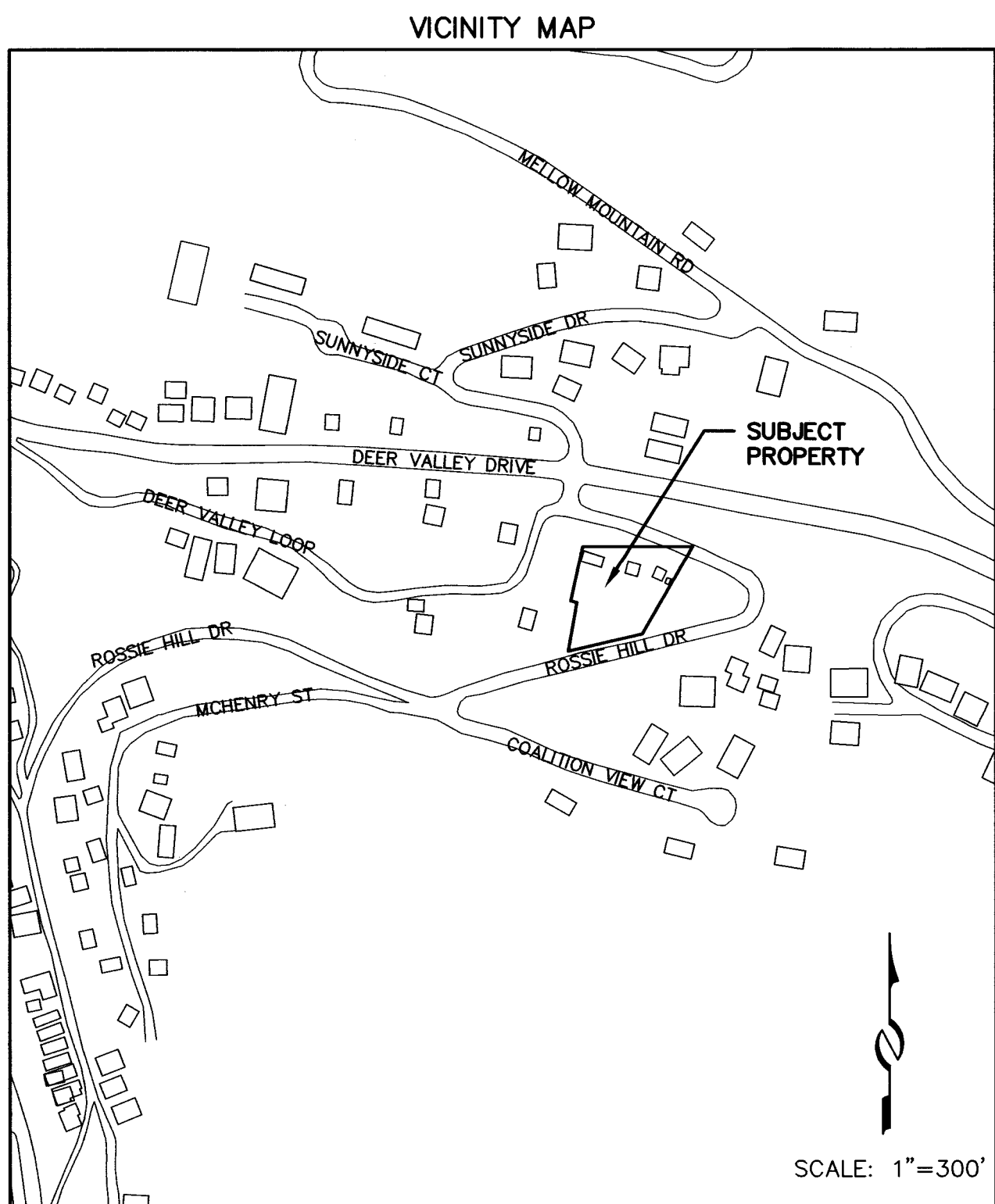
We appreciate your review of our application of a nightly-rental conditional use permit and look forward to the opportunity to present to the Park City Planning Commission. Please let me know if there is any additional information required to process our application.

Very Truly Yours,  
HOGGAN LEE HUTCHINSON



Justin J. Keys





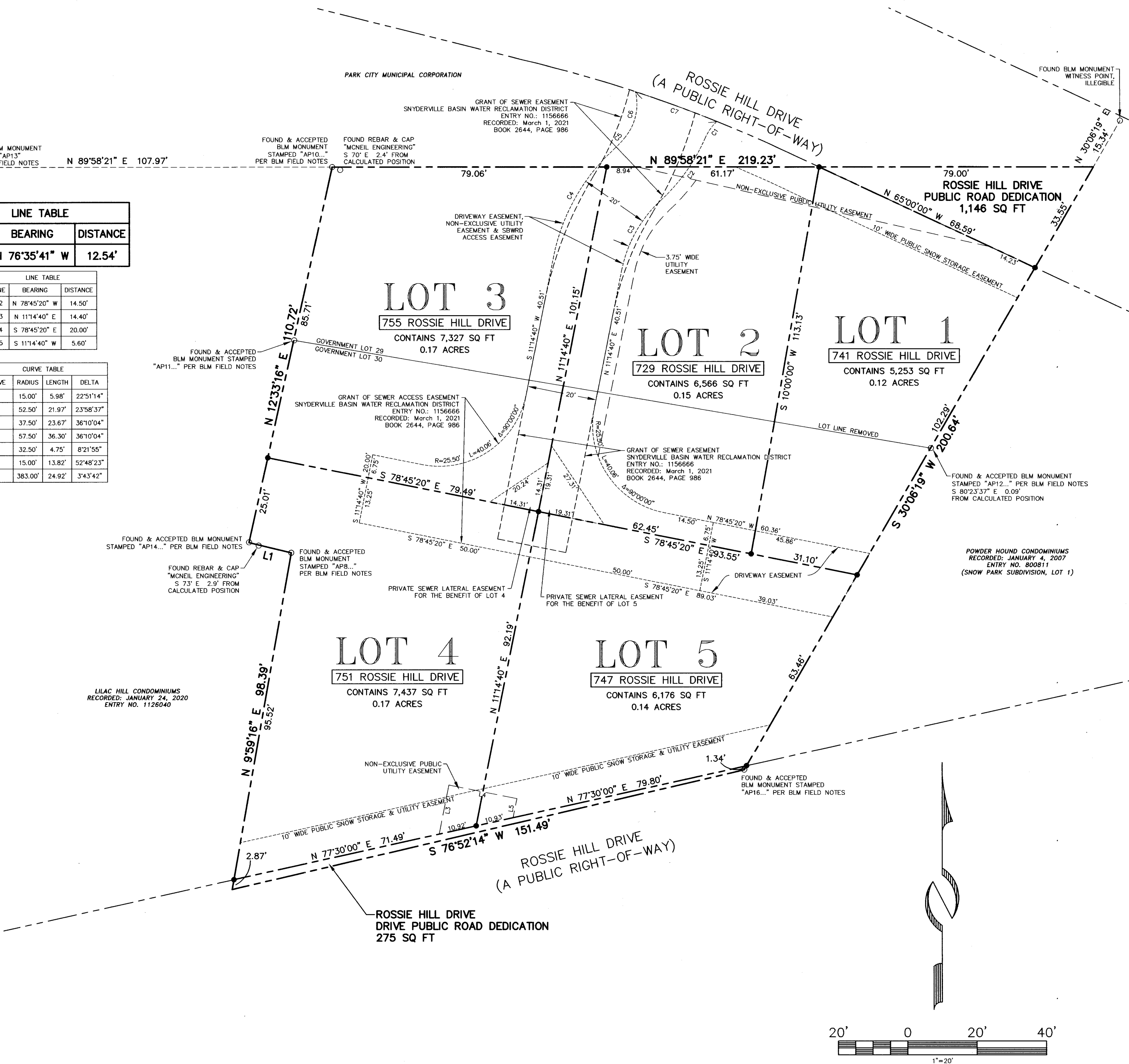
EAST 1/4 CORNER  
SECTION 16, T2S, R4E, S18&M  
3 1/2" BRASS CAP  
ON 2 1/4" IRON PIPE

659.88'  
N 89°58'21" E 732.76' FOUND BLM MONUMENT STAMPED "AP13" PER BLM FIELD NOTES  
N 89°58'21" E 107.97'  
BASIS OF BEARING - SECTION LINE - S 00°30'11" W 2630.05' (2629.80' MEAS.)  
1970.17'

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 76°35'41" W | 12.54'   |

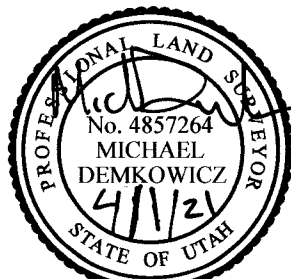
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L2         | N 78°45'20" W | 14.50'   |
| L3         | N 11°44'40" E | 14.40'   |
| L4         | S 78°45'20" E | 20.00'   |
| L5         | S 11°44'40" W | 5.60'    |

| CURVE TABLE |         |        |           |
|-------------|---------|--------|-----------|
| CURVE       | RADIUS  | LENGTH | DELTA     |
| C1          | 15.00'  | 5.98'  | 22°31'14" |
| C2          | 52.50'  | 21.97' | 23°58'37" |
| C3          | 37.50'  | 23.67' | 36°10'04" |
| C4          | 57.50'  | 36.30' | 36°10'04" |
| C5          | 32.50'  | 4.75'  | 8°21'55"  |
| C6          | 15.00'  | 13.82' | 52°48'23" |
| C7          | 383.00' | 24.92' | 3°43'42"  |



# LILAC HILL EAST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



## SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LILAC HILL EAST SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

## LEGAL DESCRIPTION

All of Government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Also sometimes known and described as follows:

13th and 14th houses south side in Deer Valley, Park City;

15th house rear south side in Deer Valley, Park City.

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots and streets, together with easements as set forth to be hereafter known as LILAC HILL EAST SUBDIVISION, and does hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this 2nd day of April, 2021.

LILAC HILL EAST, LLC,  
a Delaware limited liability company

By: Todd Franklin Watanabe, Authorized Signatory

## ACKNOWLEDGMENT

STATE OF UT  
COUNTY OF Summit

On this 2nd day of April, 2021, Todd Franklin Watanabe personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Lilac Hill East, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed LILAC HILL EAST SUBDIVISION.

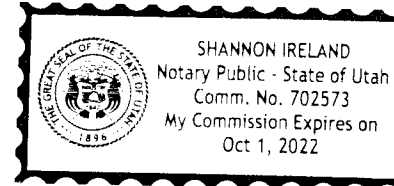
By: Shannon Ireland  
Notary Public

Printed Name

Residing in: Summit

My commission expires: October 1, 2022

Commission No. 702573



## NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2020-02 & Ordinance 2021-09. Ordinance 2021-09 is approval for an extension of Ordinance 2020-02.
- See Survey 442-AZ, on file with the Bureau of Land Management, and Records of Survey S-0006427 and S-0010076 on file in the Office of the Summit County Recorder.
- All lots shall have a ten (10') foot setback from the Driveway Easement.
- All lot lines shall provide a five (5') foot minimum non-exclusive utility easement.
- 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.
- Drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road.
- This property shall not be further subdivided.
- The Driveway Easement from lower Rossie Hill Drive shall be the single vehicular access for all five (5) Lots.
- At the time of any resurfacing of the private driveway, the Lilac Hill East Homeowners' Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

## LEGEND

- Set 5/8" rebar w/cap  
"ALLIANCE ENGINEERING"  
(Unless noted otherwise)
- Found Monument  
(As-Noted)
- Found Section monument  
(As-Noted)

SHEET 1 OF 1

4/1/21 JOB NO.: 3-9-18 FILE: X:\EastofOldTown\dwg\sr\plal2018\030918.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT STANDARDS ON THIS 5th  
DAY OF April, 2021  
BY JD  
ENGINEERING DEPARTMENT

PLANNING COMMISSION  
APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS 11TH  
DAY OF DECEMBER, 2019  
BY Chair  
CHAIR

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS 06  
DAY OF May, 2021  
BY Park City Engineer  
PARK CITY ENGINEER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 25th  
DAY OF May, 2021  
BY W.D. For  
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE  
APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 25TH DAY OF FEBRUARY, 2021  
BY Mayor  
MAYOR

CERTIFICATE OF ATTEST  
I CERTIFY THIS RECORD OF SURVEY  
MAP WAS APPROVED BY PARK CITY  
COUNCIL THIS 25th DAY  
OF February, 2021  
BY Michelle Velazquez  
PARK CITY RECORDER

PUBLIC SAFETY  
ANSWERING POINT APPROVAL  
APPROVED THIS 1st DAY  
OF JUNE, 2021  
BY Dillon Danaher FOR JEFF WARD  
SUMMIT COUNTY GIS COORDINATOR

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF First American Title  
60.00 Dillon Danaher - DEPT RECORDER  
FEE RECORDER  
TIME 8:10 AM DATE 6-01-2021 ENTRY NO. 01164826

LILAC HILL EAST SUBDIVISION

357

## NIGHTLY RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between \_\_\_\_\_, LLC ("Owner"), and \_\_\_\_\_ ("Guest"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. **Premises.** Owner and Guest hereby agree to the rental by Guest from Owner of premises located at 729 Rossie Hill Drive, Park City, Utah, 84068 (the "Premises"). Owner shall provide utilities, furniture and fixtures, linens, towels, and kitchen items.

2. **Length of Stay.** The initial term of this Agreement shall be for \_\_\_\_ nights, commencing on \_\_\_\_\_, 20\_\_, (the "Check-In Date") and continuing until \_\_\_\_\_, 20\_\_ (the "Check-Out Date").

3. **Rates and Payment.** Guest agrees to pay to Owner, as rent for the Premises, the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per night for a total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) ("Total Rent") payable in advance to Owner at \_\_\_\_\_. Please make checks payable to \_\_\_\_\_.

4. **Refundable Security Deposit.** A refundable security deposit (the "Deposit") in the amount of \$500.00 as security for the faithful performance by Guest of all of Guests' obligations under this Agreement shall be required. The Deposit is due upon execution of this Agreement and shall be refunded within fourteen (14) days of the Check-out date and completion of unit inspection and inventory, provided no deductions are needed due to:

- a. Damage to the property or furnishings;
- b. Dirt or mess requiring extensive cleaning; or
- c. Any other cost incurred by the Owner due to Guest's stay.
- d. In the event Owner retains any portion of the Deposit for the purpose of remedying any damages caused by Guest in the Premises.

5. **Initial Payment.** Upon execution of this Agreement, Guest shall pay 50% of the Total Rent ("Initial Payment") due to Owner, equal to the amount of \$ \_\_\_\_\_.

6. **Balance of Payment.** Payment in full of the entire Total Rent (*i.e.*, Total Rent minus the Initial Payment) must be received by Owner on or before the thirtieth (30<sup>th</sup>) day before the first night of Guest's stay, except if this Agreement is executed fewer than thirty (30) days prior to the first night of Guest's stay, in which case, the entire Total Rent must be received by Owner upon execution of this Agreement. If payment in full is not received by Owner on or before the thirtieth (30<sup>th</sup>) day before the first night of Guest's stay, Owner may, at its sole discretion, cancel this Agreement and retain the Initial Payment.

7. **Method of Payment.** Acceptable payment methods include personal check or credit card. No reservation is confirmed until this Agreement has been executed and delivered to Owner and,

in the case of payments by personal check, the funds have cleared or, in the case of payments by credit card, a valid credit card number has been provided to Owner.

8. **Cancellation Policy.** In the event that Guest provides written notification to Owner of Guest's intent to cancel Guest's reservation on a date more than 60 days prior to

9. No refund of Total Rent if cancelled less than or equal to 30 days prior to the Check-in date.

a. 50% of Total Rent refunded if cancelled greater than 30 but less than or equal to 60 days prior to the Check-in date.

b. 100% of Total Rent less a \$100.00 reservation fee if cancelled >60 days prior to the Check-in date.

10. **Use of Premises.** The Premises shall be used and occupied exclusively for residential purposes by no more than 8 persons. People other than those in the Guest party may not stay overnight on the Premises; any other person on the Premises in the responsibility of the Guest. Guest shall comply with all of the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises throughout the term of this Agreement. Guest shall not use the Premises or allow the Premises to be used for any offensive, noisy, illegal, or immoral purpose, or in such a manner as to create a nuisance or otherwise disturb any neighbors. Guest shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. Guest shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (as deemed by Owner, in its sole discretion) which may occur during Guest's stay or as a result of any condition created by Guest. Guest agrees that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of Guest's stay, or as the same may be installed during Guests' stay. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to Owner within one (1) hour of Guest's arrival (Check-in). Guest acknowledges and agrees that the property will be inspected prior to Guest's arrival and after Guest's departure. Guest agrees that any repair or replacement costs for any damages will be posted to Guest's credit card, or, if Guest is paying by check or money order, Guest shall promptly submit the moneys due for full cost of such repair(s) or replacement(s).

11. **No Smoking.** No smoking shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion, with no refund to Guest.

12. **Pets.** No pets shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this



prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion.

13. **Vehicles.** Guest shall be permitted to keep a maximum of two (2) vehicles on the property on which the Premises are located, and such vehicles must be parked in the parking spots designated for the Premises.

14. **Inclement weather.** Owner is not responsible for losses or power outages due to inclement weather conditions. No refunds in the event of inclement weather unless evacuations are required by state or local authorities.

15. **Outdoor Displays.** Guest shall not post any signs on the exterior of the Premises. Further, no outdoor display of goods and merchandise shall be permitted as part of Guest's use of the property.

16. **Commercial Use.** Guest may not use the Premises for any commercial use. This shall include but not be limited to using the space as a Corporate Sponsor or Business House. A Corporate Sponsor or Business House is one which is used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

17. **Trash and Recycling.** Guest agrees to dispose of their ordinary household trash into a trash receptacle in a similar manner to other residences in the neighborhood in which the Premises are located and to deposit recyclable materials in the provided recycling containers. Trash cans shall not be left at the curb for any period in excess of twenty-four (24) hours and the Premises must be kept free from accumulated garbage and refuse.

18. **Entry and Inspection.** Owner and/or Owner's designee may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours' notice, for normal maintenance or to show a prospective renter.

19. **Indemnification.** Owner shall not be liable for any damage or injury occurring on the Premises, or any part thereof, to Guest, or to any other person, or to any property, for any reason. Guest agrees to defend and hold Owner harmless from any such liability or claims for damages related to the Premises no matter how caused.

20. **Assignment.** This Agreement is not assignable, in whole or in part, by Guest without the express prior written consent of Owner, which consent may be refused for any or no reason.

21. **Default.** If any default is made in the payment of rent, or any part thereof, as required in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement by Guest, this Agreement, at the option and in the sole discretion of Owner, shall terminate and be forfeited. Guest shall be given written notice of any default or breach, and put on notice that termination and forfeiture of this Agreement shall result if not corrected, as required by law.

22. **Miscellaneous.** Time is of the essence regarding all of the terms and provisions of this Agreement. Guest shall pay upon demand any and all expenses, including reasonable attorney's fees, incurred or paid by Owner without suit or action in attempting to collect any payment due from Guest under this Agreement or otherwise addressing any other breach of this Agreement by Guest. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Agreement, arising from this Agreement, or concerning the rights or duties of either party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto and expressly stating that the parties specifically intend to amend, change or otherwise modify this Agreement thereby. This Agreement has been executed and shall be wholly performed within the State of Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

"OWNER"

"GUEST"

\_\_\_\_\_, LLC

By: \_\_\_\_\_  
Its: Manager

Print Name: \_\_\_\_\_

**Guest's Contact Information (required)**

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Names/Ages in Guest Party (Guest must be an adult 21 years of age or older.)**

1. \_\_\_\_\_

5. \_\_\_\_\_

2. \_\_\_\_\_

6. \_\_\_\_\_

3. \_\_\_\_\_

7. \_\_\_\_\_

4. \_\_\_\_\_

**Billing Summary and Payment Information:**

Rate: \_\_\_\_\_ nights at \$\_\_\_\_\_ per night = \$\_\_\_\_\_

Cleaning fees: \_\_\_\_\_ nights at \$\_\_\_\_\_ per night = \$\_\_\_\_\_

Subtotal = \$\_\_\_\_\_

Taxes (10.45%) = \$\_\_\_\_\_

Total Rent = \$\_\_\_\_\_

**Due upon execution of Agreement:**

Security Deposit = \$\_\_\_\_\_

50% Total Rent = \$\_\_\_\_\_

Total = \$\_\_\_\_\_

*Balance Due 30 days prior to Check-in date:* = \$\_\_\_\_\_

Please make checks payable to “\_\_\_\_\_, LLC”.

**Guest's Credit Card Information (required)**

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card Type (Circle one): American Express    Visa    MasterCard    Discover

Credit Card No.: \_\_\_\_\_

Credit Card CVV (Security) Code: \_\_\_\_\_

Credit Card Expiration: \_\_\_\_/\_\_\_\_ (Month/Year)

**Return signed Agreement and payment (check or credit card information) to:**

\_\_\_\_\_, LLC

Please use the return envelope(s) provided.



**WHEN RECORDED, RETURN TO:**

Matthew B. Hutchinson  
1225 Deer Valley Drive, Suite 201  
Park City, Utah 84060

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LILAC HILL EAST SUBDIVISION**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST, is made effective as of this \_\_\_\_ day of March, 2023, by LILAC HILL EAST DEVELOPMENT, L.L.C., a Delaware limited liability company, authorized to do business in the State of Utah, whose principal place of business and post office address is 202 Ontario Court, Park City, Utah, UT 84060, (referred to herein as “Declarant”), with respect to the following:

### **RECITALS**

A. Declarant owns certain real property located in Park City, Summit County, Utah, which is more particularly described on *Exhibit A* attached hereto and by this reference made a part hereof (the “Project”). Declarant has developed the Project as a master planned development known as Lilac Hill East.

B. Declarant has recorded a Plat for the Project designating a shared driveway, and granted easements for utilities and improvements for drainage and flood control and subject to the following restrictions as noted on the Plat:

1. The Plat is subject to the Conditions of Approval in Park City Ordinance 2020-02 and Ordinance 2021-09.

2. The Plat has designated that all drives (private road/Fire Department access road) shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty foot (20’) wide clear space, it will not be allowed and shall be signed as “No Parking.” Roads less than twenty-six feet (26)’ wide shall be marked “No Parking” on both sides of the road.

3. At the time of resurfacing of the private driveway, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (“SBWRD”) standards. Prior notification of the adjustments and inspection by SBWRD is required.

C. Declarant has caused the Association to be formed as a Utah non-profit corporation for the purpose of benefiting the Project and its Owners, which non-profit corporation will (a) maintain the Shared Driveway serving all Lots in the Project; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and the Owners, administer and enforce all of the provisions hereof and enforce the Use and other restrictions imposed on the Project and the Lots.

D. Declarant has developed Project into Lots for residential use.

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and other holders of an interest in the Project, or any part thereof, certain mutually beneficial Covenants, restrictions and obligations with respect to the proper development, Use and maintenance of the Project.

F. Declarant desires and intends that the Owners and other holders of an interest in the Project and other Persons hereafter acquiring any interest in or otherwise utilizing portions of the Project shall at all times enjoy the benefits of the Project and shall hold their interest therein subject to the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing the value, desirability and attractiveness of the Project.

G. Declarant therefore desires to subject all Lots, Lots, to the Covenants, conditions, restrictions, Assessments, charges, servitudes, liens and reservations set forth in this Declaration.

In order to cause this Declaration and the Covenants contained herein to run with the Project and

to be binding upon the Project and the Owners and other holders of an interest therein from and after the date this Declaration is Recorded, Declarant hereby makes or shall make conveyances of the Project, whether or not so provided therein, subject to this Declaration; and by accepting Deeds, leases, easements or other grants or conveyances to any portion of the Project, the Owners and other transferees for themselves and their heirs, personal representatives, trustees, administrators, Board of Directors, members, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such Persons are specifically excepted here from and that all portions of the Project acquired by them shall be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

#### ARTICLE I – DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed “Recitals”) shall have the following meanings:

1. **Amendment:** an amendment to this Declaration Recorded by the Association pursuant to *Section 18* of this Declaration.
2. **Architectural Review Committee** (sometimes referred to herein as the “ARC”): the committee formed to review Plans and specifications for the construction or modification of Improvements.
3. **Articles of Incorporation** (referred to herein as the “Articles”): filed on March 2, 2023, with the Utah Division of Corporations and Commercial Code for Lilac Hill East Owners Association, Inc., a Utah non-profit corporation.
4. **Assessable Property:** all Lots or other portions of the Project subject to Assessments assessed by the Association.
5. **Assessment Lien:** the lien created and imposed by *Article VIII*.
6. **Assessment Period:** the term set forth in *Section 8.6*.
7. **Assessments:** Assessments all of which may be determined and assessed by the Association and which shall be payable by an Owner of a Lot pursuant to the terms of this Declaration as set forth in *Section 8.3*, which can take different forms depending upon the relative purpose of the Assessment such as: (a) Common Assessments, (b) Reserve Fund Assessments, (c) Special Assessments, and (d) Individual Assessments.
8. **Association:** the Utah nonprofit corporation organized by Declarant under the name “LILAC HILL EAST ASSOCIATION, INC.,” to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document.
9. **Board of Directors or Board:** the Board of Directors of the Association.
10. **Budget:** the proposed budget of Common Area Expenses prepared by the Board each year, as the basis for the calculation of the Assessments, as provided in *Section 8.3.3*.
11. **Building:** any structure constructed within the Project.
12. **Bylaws:** the Bylaws of the Association, as the same may from time to time be amended or supplemented.



13. **Capital Improvement:** any new Improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

14. **Common Assessments:** The allocation of the Common Expenses to the Owners of Lots by the Association pursuant to this Declaration.

15. **Common Expenses:** refers to those costs and expenses incurred by or on behalf of the Association arising out of or connected with the maintenance, Improvement, and the operation of the Association.

16. **Community:** sometimes referred to herein as the “Lilac Hill East.” The subdivision shall be known as “Lilac Hill East.”

17. **County:** Summit County, Utah.

18. **Covenants:** the covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations and easements set forth in this Declaration, as amended or supplemented from time to time.

19. **Declarant:** Lilac Hill East Development, Inc., a Delaware corporation, and the successors and assigns of Declarant’s rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant’s rights and/or obligations in this Declaration pursuant to *Section 19.1* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

20. **Declaration:** this Declaration of Covenants, Conditions and Restrictions for Lilac Hill East, as amended or supplemented from time to time.

21. **Deed:** a Deed or other instrument conveying the fee simple title in a Lot.

22. **Delinquent Assessment:** Any Assessment which is not paid when due. *See Section 8.6.*

23. **Eligible Mortgagee:** a Mortgagee which has requested notice of certain matters from the Association in accordance with *Section 17.2* of this Declaration.

24. **Event or Events:** the earliest of certain happenings to occur which will mark the expiration of the Period of Declarant Control as described in *Section 7.3.2.*

25. **First Mortgage:** any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

26. **First Mortgagee:** any Person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such Person under a First Mortgage.

27. **General Public Uses:** those types of Uses designated from time to time by the Declarant or by the Board as General Public Uses.

28. **Governing Authority:** the applicable governmental entity or municipality which may have jurisdiction over some part of the Project.

29. **Governing Authority Property:** all real property which may from time to time be

conveyed, assigned, or transferred by Deed, a grant of a perpetual easement or other written instrument to the applicable Governing Authority.

30. **Governing Documents:** this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board.

31. **Improvement(s):** any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any Private Road, building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

32. **Lot:** any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant, specifically referred to herein as a "Lot" and intended for occupancy, and Residential Use.

33. **Manager:** such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, and by any other Governing Document.

34. **Member:** any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Lot.

35. **Membership:** a membership in the Association and the rights granted to the Owners and Declarant pursuant to *Article VII* to participate in the Association.

36. **Membership Initiation Fee:** an Individual Assessment assessed as a one-time charge at closing upon the Person purchasing a Lot from Declarant in an amount equaling the next full quarter of Assessments which shall be deposited into the Reserve Fund.

37. **Mortgage:** any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein, including without limitation a leasehold interest, as security for the payment of a debt or obligation.

38. **Mortgagee:** a beneficiary of a deed of trust that is included within the definition of a Mortgage as well as a named mortgagee under a Mortgage.

39. **Motor Vehicles:** motor vehicles including but not limited to any automobile, motorcycle, motorbike, snowmobile, snow cat, personal watercraft, boat, boat trailer, motorcycle, motorbike, motor scooter, mini-bike, all-terrain vehicle, moped, electric bike, off-road vehicle, Recreational Vehicle or other similar equipment or vehicle.

40. **Neighboring Property and Neighboring Properties:** any Lot, including Private Roads or public roads within the Project other than the specific property in reference.

41. **Owner:** (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot including, without limitation, one who is buying a Lot under a Recorded contract or Recorded notice of such contract, but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.

42. **Period of Declarant Control:** the period during which the Declarant who filed the Governing Documents, or the Declarant's successor in interest, who retains authority to appoint or remove members of the Board or exercise power or authority assigned to the Association under the Governing Documents as defined in more detail in *Section 7.3.2*.

43. **Person:** a natural individual, a corporation, limited liability company, partnership or any other entity with the legal right to hold title to real property.

44. **Plat:** The Lilac Hill East Subdivision Plat recorded in the office of the Summit County Recorder on June 1, 2021, as Entry No. 1164826.

45. **Project:** that certain five-lot subdivision project described in the Plat and existing on the real property described on Exhibit A..

46. **Record, Recording, or Recorded:** placing an instrument of public record in the Office of the Recorder of Summit County, Utah, and "Recorded" means having been so placed of public record.

47. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

48. **Reserve Fund:** the Fund created or to be created by the Association pursuant to *Section 8.3.3.4* for the purposes provided in *Section 10.1*.

49. **Residence:** any Building, or part of a Building, on a Lot which is intended for occupancy and Residential Use as a separate residence.

50. **Resident:** refers to the following:

- a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and
- b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and
- c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term "Resident" also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

51. **Residential Areas or Residential Community or Residential Development or Residential Use:** Lots in a subdivision that have been approved by and developed with a Residence, together with related areas intended for the Use and enjoyment of the Owners and Residents of such Lots.

52. **Rules and Regulations:** the Rules and Regulations for Lilac Hill East adopted by the Board pursuant to *Section 6.3*.

53. **Shared Driveway.** That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).



54. **Special Assessment:** any assessment levied and assessed by the Board pursuant to *Section 8.4*.
55. **Special Assessment Limit:** the limit placed on Special Assessments forth in *Section 8.4.1*.
56. **Special Use Fees:** means the term set forth in *Section 4.1.4*
57. **State:** the State of Utah.
58. **Supplemental Declaration:** a supplement to this Declaration executed by or consented to by Declarant.
59. **Use:** one or more specific types of property development and classification as set forth in *Section 5.1* of this Declaration.
60. **Visible from Neighboring Property:** with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on Neighboring Property, on the level of the base of the object being viewed.

## ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

### 2.1 General Designation Creating Lilac Hill East

Declarant hereby declares that all of the Project, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, Improved or transferred, in whole or in part, subject to this Declaration as amended and modified from time to time. In additional, some of the Project within the Project may be subject to a Recorded Supplemental Declaration as applicable from time to time.

2.1.1 Association. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Project as set forth more fully in the Association Documents.

2.1.2 Not Condominium or Cooperative. This Declaration is not a declaration of condominium. No portion of the Project is submitted by this Declaration to the condominium form of ownership. Moreover, no portion of the Project shall be a cooperative. However, portions of the Project may be submitted to the condominium form of ownership by a Supplemental Declaration.

2.1.3 No Timeshare / Fractional Share Development or Timeshare/Fractional Share Use. Notwithstanding anything to the contrary contained in this Declaration, Declarant has decreed that no portion of the Project shall be utilized or subjected to any Timeshare or Fractional Share Development or Timeshare or Fractional Share Use as defined under Utah Code Ann. Sections 57-19-2(25) through (27) or successor statutes.

### 2.2 Supplemental Declarations

In General, Declarant shall have the right, alone and in its sole discretion, to execute and record in Summit County, Utah, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

## ARTICLE III - LAND DESIGNATION AND ADMINISTRATION

### 3.1. In General

The Project may be subjected to designated Uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any Use for the Project consistent with the terms of the Master Plan, this Declaration and applicable law. Without limiting the foregoing, the Project may be used in the following manner:

3.1.1. Residential Areas. Residential Areas shall be those areas used for Residential Use, which shall include Lots and Improvements associated with Residential Uses including, but not limited to Private Roads, public roads, driveways, sidewalks, walkways, entranceways, street lighting, parking spaces, public or private pedestrian, bicycle and equestrian trails, public or private parks, , landscaping, and other areas or amenities appurtenant to the Lots that each Owner shall be responsible for all Improvements on and maintenance of his or her Lot.

### 3.2. Disputes as to Use

If there is any dispute as to whether the designation of any portion of the Project complies with this Declaration, any Supplemental Declaration, or any other documents, the dispute shall be resolved by Declarant in its sole discretion for so long as Declarant owns any portion of the Project. After Declarant no longer owns any portion of the Project, the dispute shall be resolved by the Board of Directors. The determination rendered by Declarant or the Board of Directors, as the case may be, shall be final and binding on all Persons involved in the dispute.

## ARTICLE IV – DEVELOPMENT, EASEMENTS AND RIGHTS OF ENJOYMENT

### 4.1 Easements of Enjoyment

Every Member shall have a right and nonexclusive easement of enjoyment in and to their Lots in the Project, subject to the following provisions:

4.1.1. Suspension of Rights. The right of the Association to suspend the voting rights of any Member and the right to the Use of the Common Areas by any Member (a) for any period during which any Assessment against such Member's Lot remains delinquent sixty (60) or more days; (b) for a period not to exceed 60 days for any infraction by such Member of this Declaration, the Rules and Regulations or any of the other governing Documents, and (c) for successive sixty (60)-day periods if any such infraction by such Member is not corrected during any prior sixty (60) day suspension period or such infraction is repeated within one (1) year of being notified of the initial infraction.

4.1.2. Rules and Regulations. The right of the Association to implement Rules and Regulations. The Rules and Regulations shall be intended, in the absolute discretion of the Board, to enhance the Project or the safety and convenience of or otherwise shall serve to promote the best interests of the Owners.

4.1.3. Governing Authority. The right of the applicable Governing Authority and any other governmental or quasi-governmental body having jurisdiction over Lilac Hill East to access and rights of ingress and egress over and across any Private Road, public road, parking area, or walkway, contained within the Lilac Hill East Subdivision for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal service.

### 4.2 Declarant Reserved Easements

4.2.1. Landscaping Easement. By Recordation of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, a perpetual alienable and transferable easement over, across and upon each and every Lot which abuts or is contiguous to the Shared Driveway for the purpose of operation

and maintenance of the Shared Driveway, including but not limited to, the Use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Shared Driveway. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of planting grass, trees and shrubs, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

4.2.2. Easements for Encroachments. If any part of a Lot or any Improvement built in substantial accord with the boundaries for such Lot as depicted on a Plat (or in other approved documents depicting the location of such on the Lot) encroaches or shall encroach upon the Shared Driveway, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. If any part of the Shared Driveway encroaches or shall encroach upon a Lot or an Improvement, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. Each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

4.2.3. Easements for Snow Storage, Drainage Maintenance and Flood Water. The Lots have or may have areas for snow storage or drainage maintenance as depicted upon a Recorded Plat, or otherwise found on such properties (collectively, "Drainage Control Features"). All Owners of Lots wherein Drainage Control Features are located shall remove trash and other debris therefrom and fulfill their maintenance responsibilities with respect to such Owners' Lot as provided in this Declaration. Notwithstanding the foregoing, the Declarant reserves for itself and its successors, assigns, and designees and for the Association a perpetual, nonexclusive right and easement, but not the obligation, to enter upon the Drainage Control Features located within any Lot for the purpose of maintaining, repairing, cleaning, or altering drainage and water flow, and shall have an access easement over and across any Lot (but not the Residences or other Buildings thereon) abutting or adjacent to any portion of any Drainage Control Features to the extent reasonably necessary to exercise their rights under this Section 4.3.3. Any or all of Declarant's and the Association's rights and easements provided for in this Section 4.3.3. may be transferred by Declarant or the Association to a Governing Authority at Declarant's or the Association's election by a written instrument, and Declarant's rights under this Section 4.3.5. shall be transferred automatically to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. All persons entitled to utilize these easements shall use reasonable care in, and repair any material damage resulting from, the Use of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall, excessive spring run-off, or natural disasters. Owners or Residents are strictly prohibited from disrupting the drainage pattern and shall not interfere with, obstruct, re-channel, construct upon, alter, build-in, fill-in, or impair any Drainage Control Features or the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by a Governing Authority or by Declarant, the Association, a Builder, or another developer.

#### **4.3 Easements for Utilities**

4.4.1. In Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot and the construction of the Improvements thereon and also to the extent deemed necessary thereafter by the Declarant or the Board, provided that the location of any such easements shall not unreasonably interfere with the intended Use of such Lot by the Owner thereof. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the



Project and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Buildings on the Lots. Notwithstanding anything to the contrary contained in this *Section*, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

#### **4.4 Easements for Ingress and Egress**

There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over Shared Driveways and Private Roads and private parking areas within the Project for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

### **ARTICLE V -USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS**

#### **5.1 Use Classifications**

5.1.1. Use Classifications, restrictions, easements, rights-of-way and other matters, including new or different Uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant and are as disclosed on the Plat as recorded in the office of the Summit County Recorder.

5.1.2. Unless otherwise specifically provided in the Governing Documents, the definitions and characteristics of such Use Classifications, and specific permitted and prohibited uses in such Use Classifications, shall be within the complete discretion of Declarant. This Declaration shall be subject to the zoning, Use, and development laws, ordinances, rules and regulations, and policies of the applicable Governing Authority.

5.1.3. Health, Safety and Welfare Rules or Regulations. In the event any uses and activities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence within the Project as part of the Rules and Regulations.

5.1.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident, tenant, or occupant of a Lot which shall not be less than forty-eight (48) hours, any Member of the Board or any authorized representative of the Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

5.1.5. Citation, Fines and Penalties.

5.1.5.1. The Association, by and through the Board or its Manager, may issue a citation to any Owner whose behavior or Use of his Lot does not conform to the Association's Governing

Documents (“Non-Conforming Member”). Owners are responsible for the action and/or failure to act on the part of their family members, guests, visitors, tenants, and invitees.

5.1.5.2. Written Warning of Non-Conforming Use. The Association shall send a written warning of non-conforming use and deliver it consistent with the notice provisions in the Bylaws. The warning shall generally advise the Non-Conforming Member of the nature of the offense, cite the specific provision with the Governing Documents which the Non-Conforming Member has violated, state that the Board will assess fines or impose nonmonetary penalties including suspension of privileges if the violation is continuing and not cured in not less than forty-eight (48) hours after the date of the warning. This warning shall also advise the Non-Conforming Member of the Association’s power to impose fines or other monetary penalties if the Non-Conforming Member commits similar violations within one (1) year after the day of the written warning is issued or a fine is assessed. Notwithstanding the provisions in this *Section*, the Board is not required to provide a warning if it determines that the interests of health and safety of the residents of Lilac Hill East requires a more expedited handling of the allegations.

5.1.5.3. Issuance of Fine. The Board may issue a fine against the Non-Conforming Member if: (i) the Non-Conforming Member does not cure a continuing violation within the time noted in the warning described in *Section 5.1.5.2*, or (ii) within one (1) year after the date of the written warning, the Non-Conforming Member commits another violation of the same rule or provision identified in the warning. Fines may only be made for a violation of a rule, Covenant, condition or restriction and in the amount found in the Governing Documents. Fines may accrue interest and late fees as provided for in the Governing Documents. The Association shall provide written notice of the issuance of a fine.

5.1.5.4. Additional Fines for Repeated or Continuing Violations. After the Board assesses a fine under *Section 5.1.5.3*, the Board may, without further warning or notice, assess an additional fine against the Non-Conforming Member each time the Owner: (i) commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses a fine.

5.1.5.5. Right to Informal Hearing. A Non-Conforming Member has a right to dispute a fine by requesting a hearing with the Board within thirty (30) days after the day on which the Non-Conforming Member receives or is deemed to receive notice that a fine has been assessed. If the Non-Conforming Member timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and notifies the Non-Conforming Member of its final decision. The Non-Conforming Member shall be afforded a reasonable opportunity to be heard consistent with the procedures contained in the Governing Documents. The Non-Conforming Member must demonstrate *extenuating circumstances* which require deviation from the Governing Documents and shall include all pertinent backup information to support the existence of the *extenuating circumstance*. The decision of the Board shall be binding. See Governing Documents for informal hearing procedures.

5.1.6. Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Resident; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Resident, and to any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice of violation, it is determined by the Board that the

violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists. The Association's exercise of the right to record a notice of violation under this *Section* shall not be deemed a slander of title.

## **5.2 Covenants Applicable to All Use Classifications**

The following Covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners and lessees thereof, and all Residents.

5.2.1 General. All property in the Project may be used only for the occupancy of Residences.

5.2.2. Compliance with the Documents. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents and shall be responsible for all violations, losses, caused by such occupants, notwithstanding the fact that such occupants of a Lot shall be held jointly and severally liable and may be sanctioned for any violation of the Governing Documents.

5.2.3. Business Activities. Property classified for the purposes set forth in Section 5.3.1 may only be used for any business that complies with the Governing Documents, such that an Owner or Resident may conduct business activities within the Residence so long as:

5.2.3.1. the Owner or Resident obtains all necessary licenses and permits;

5.2.3.2. the activity conforms to applicable laws, including all zoning requirements for the Project;

5.2.3.3. the activity does not require or involve members of the Public routinely visiting the Residence;

5.2.3.4. the activity is consistent with the residential character of the Project, does not constitute a nuisance, or a hazardous or offensive Use, or threaten the security or safety of other residents of the Project, as may be determined by the Board acting on behalf of the Declarant; and

5.2.3.5. the Owner or resident obtains the prior written consent of the Board.

5.2.3.6. Business Exemptions. This *Section* shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant, with respect to its development, construction and sale of the Lots or their Use of any Residences which it owns within the Project.

5.2.3.7. Short-Term Rentals. Notwithstanding any provisions contained in this *Section* 5.2.3 or in any other *Section* of this Declaration, short-term rentals of Residences within the Project are permitted, but rentals of Residences shall be subject to terms, conditions and restrictions of these Governing Documents. All short-term rentals shall be subject to the provisions of the Governing Documents and shall obligate the tenants to comply with the Governing Documents. If the tenants fail to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenants on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.4. Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible From Neighboring Property.

5.2.5. Landscape Maintenance of Lots.



5.2.5.1. The Owner of each Lot shall be responsible to landscape, plant, care for, maintain, irrigate, and repair all areas on such Owner's Lot. The Governing Documents establish minimum standards of maintenance and care for all Lot areas. If the Owner of a Lot fails to landscape, plant, care for, maintain, irrigate, or repair such Owner's Lot in a manner consistent with the requirements of this Declaration and the Governing Documents, then the Association shall have the right to cause such Owner's Lot to be landscaped, planted, cared for, maintained, irrigated, and repaired in a manner consistent with this Declaration and the Governing Documents, and the Association shall have the right to levy against the Owner of such Lot an Individual Assessment for all of the costs related thereto incurred by the Association to care for, maintain, and repair such landscaped areas.

5.2.5.2. Intentionally omitted.

5.2.5.3. Specific guidelines and restrictions on landscaping are established by the Board and may change from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced immediately or as soon as reasonably practicable, as determined by the Board in its sole discretion. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

5.2.6. Leasing. An Owner who leases his or her Residence shall be deemed to have delegated all such rights to the Lot's lessee. Any leasing of a Residence shall be in compliance with the provisions of the Governing Documents. All Leases shall be subject to the provisions of the Governing Documents and shall obligate the tenant to comply with the Governing Documents. If the tenant fails to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.7. Animals. No animal, bird, fish, or reptile other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or Residence or on a leash at all times. No animal, bird, fish, or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fish, or reptile shall be maintained so as to be visible from Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than fifteen (15) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Project, the Owner of such animal shall immediately remove all feces left by such Owner's pet. The Board may establish in the Rules and Regulations a maximum number of domestic pets and/or the maximum size or weight of any of such pets that may be kept or maintained by any Owner of any Lot. The Rules and Regulations may also establish restrictions or prohibitions with respect to animals left unattended in yards or on private decks and the construction of electric fences to contain pets. If an Owner or Resident fails to abide by the terms of this Declaration and the Governing Documents applicable to pets, additional restrictions and fees will be enforced. Horses, livestock or wildlife are prohibited.

5.2.8. Accessory Buildings. Accessory Buildings are subject to the Governing Documents and Park City Municipal Code. Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow Residential storage shall be screened.

5.2.9. Antennas, Satellite Dishes and Flag Poles. To the full extent permissible under State and federal law, no television, radio, shortwave, microwave, satellite, or other antenna, flag pole, tower or dish shall be placed, constructed or maintained upon any Lot, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed, which means of screening or concealment shall be subject to the Governing Documents and the Rules and Regulations and prior approval of the ARC. Notwithstanding the foregoing, the ARC may allow, pursuant to the Governing Documents, the placing on

a Lot of a flag pole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall be no greater than twenty (20) square feet in size.

5.2.10. Artificial Vegetation, Exterior Decorations and Lighting. Artificial vegetation and exterior decorations are governed by the Rules and Regulations. Lighting, sculptures, fountains, and similar items are subject to the Governing Documents and must be pre-approved by the ARC.

5.2.11. Architectural Control. No Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, decks, landscaping or other work which in any way alters the exterior appearance of any portion of the Project, or the Improvements located thereon, from its natural or improved state existing on the date this Declaration is Recorded shall be made or done without the prior written approval of the ARC pursuant to *Article XII* except as otherwise expressly provided in this Declaration. No Building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC pursuant to *Article XII*. All subsequent additions to or changes or alterations in any Building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC pursuant to *Article XII*. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC pursuant to *Article XII*.

5.2.12. Construction Activities. All construction activities and parking in connection with the building of Improvements on any Lot shall be subject to the Governing Documents and approved by the ARC pursuant to *Article XII*. The Board acting on behalf of the Declarant shall have the right to determine the existence of any nuisance arising out of construction and any activities related thereto. The Board has the right to impose fines related to violations of the Governing Documents. The Governing Documents may require submittal to the ARC of site-specific construction mitigation plans prior to the commencement of any construction activities.

5.2.13. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.2.8. Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant, a Builder, or any other developer or as described in *Section 4.3.5* hereof with respect to Drainage Control Features.

5.2.14. Energy Conservation Equipment. No solar energy collector panels, attendant hardware related thereto or other energy conservation equipment shall be constructed or installed on any Building or Residence located within the Project without the prior written consent of the ARC acting on behalf of the Declarant and must be an integral and harmonious part of the architectural design of the Building or Residence, as determined in the sole discretion of the ARC. The ARC may impose reasonable restrictions on the solar energy system's size, location and manner of placement consistent with *Section 57-8a-701, et. seq.*, of the Utah Code, as such *Section* may be amended, supplemented or replaced from time to time.

5.2.15. Fences and Walls. Perimeter fences or walls shall not be constructed or otherwise allowed within the Project without prior approval by the ARC.

5.2.16. Landscaping.

5.2.16.1. Installation. Any landscaping and irrigation installed on a Lot must be installed pursuant to a landscape plan that has been approved in advance by the ARC. All such landscape plans shall contain requirements for the commencement and completion of all such landscape Improvements. The required minimum landscaping for all Lots shall be as set forth in the Governing Documents.

5.2.16.2. Nuisances. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or

activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property, as determined by the Board on a reasonable, good faith basis. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents, as determined by the Board on a reasonable, good faith basis. Without limiting the generality of any of the foregoing provisions, except as specifically provided in this *Section 5.2.12.2*, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

5.2.16.3. Dumping. No Person may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances anywhere on the Project, except that fertilizers may be applied to landscaping, provided care is taken to minimize runoff.

5.2.17. Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Project shall be installed, constructed or operated by any Person, other than the Association, Declarant, without the pre-approval of the ARC. All Lots which are developed are required to have an underground irrigation system which shall be maintained by the Owner of such property.

5.2.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Building, appurtenant structures, or other Improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of the Project; or (iii) that which is used or displayed in connection with any business permitted under this Declaration.

5.2.19. Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind. No derrick or other structure designed for use in boring for water, oil, or other hydrocarbons or minerals of any kind or nature shall be erected, maintained or permitted on any portion of the Project.

5.2.20. Outdoor Play Apparatus, Sculptures, Flag Poles, and Art. Outdoor play apparatus, structures, basketball goals, backboards, swimming pools, spas or hot tubs, water features, tennis courts, sports courts, pickleball courts, and swing sets, sculptures, or outdoor art are subject to the Governing Documents.

5.2.21. Overhead Encroachments. Except as provided for herein, no tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, the Shared Driveway, private road, public road, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the Board. Notwithstanding the foregoing, if any part of a healthy tree or shrub shall encroach upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided such encroachment does not create a hazardous, dangerous, unsafe or unsightly or otherwise objectionable condition, as determined by the Board acting on behalf of the Declarant. Upon consent of the Owner of the adjoining Lot, an encroaching Owner shall have the right to access the adjoining Lot to the extent reasonably necessary to maintain an encroaching tree or shrub.

5.2.20. Parking, Stowing and Towing. All Motor Vehicles, including Recreational Vehicles, and trailers associated therewith are subject to parking and storage restrictions as defined in the Governing Documents. Violations of any rules or restrictions related to parking and storage may result in the assessment of fines and/or towing.

5.2.21. Repair of Improvements. No Improvement on any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof, unless otherwise provided in this Declaration. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by *Section 5.2.4*



above, such Improvement shall be immediately repaired, rebuilt or demolished by the Owner thereof, unless otherwise provided in this Declaration. If any Improvement should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean and slightly condition, and shall clear and shall continue to clear the Lot of any weeds, debris, garbage, tree pruning, or like items.

5.2.22. Roofs. To the full extent permissible under the Governing Documents or under State and federal law, no apparatus, structure or object shall be placed on the roof of a Residence or other Improvement without the prior written consent of the ARC. Any apparatus, structure or object approved by the ARC for placement on the roof of a Residence shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted, except as installed by Declarant or as approved by the ARC. The Governing Documents may contain additional restrictions and conditions regarding the placement of apparatus, structures and objects on the roof of a Residence.

5.2.23. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant (or the Board following the expiration of the Period of Declarant Control), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots the Project, which has not previously been Platted or subdivided into Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Declarant (or the Board following the expiration of the Period of Declarant Control), and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Governing Authority, unless the proposed use of the Lot complies with this Declaration.

5.2.24. Sight Distance at Intersections. All property located at road intersections shall be maintained so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

5.2.25. Signs. No signs (including, but not limited to commercial, political, "For Sale," "For Rent," and similar signs) which are visible from a Neighboring Property shall be erected or maintained on any Lot without the prior written consent of the Board except:

5.2.25.1. The Owner of a Residence may display one "For Sale" or "For Rent" sign as determined in the Governing Documents;

5.2.25.2. Signs erected and maintained by Declarant (or the Association pursuant to *Section 11.1.4*) pursuant to this Declaration;

5.2.25.3. Signs required by law;

5.2.25.4. Residence identification signs, provided the size, color, content and location of such signs have been approved in writing by the ARC;

5.2.25.5. Signs of Builders approved from time to time by the ARC as to number, size, color, design, content, location and type;

5.2.25.6. Such construction job identification signs and subdivision identification signs which are in conformance with the requirements of any Governing Authority and which have been approved in writing by the ARC as to number, size, color, design, content, and location; and

5.2.25.7. Signs identifying the entry way to locations of special interest, provided the size, color, content and location of such signs have been approved in writing by the ARC.

5.2.26. Tanks. Unless otherwise approved by Declarant or the Board, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot, unless such tanks are buried underground. Nothing herein shall be deemed to prohibit Use or storage upon any Lot of an above ground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal Residential gas barbecue, grill or fireplace or a spa or “hot tub”, so long as any such tank either: (a) has a capacity of ten (10) gallons or less; or (b) is appropriately stored, used and/or screened, in accordance with the Governing Documents or as otherwise approved by the ARC. The Rules and Regulations may contain additional conditions and restrictions regarding the use and placement on a Lot of propane or similar fuel tanks. Notwithstanding the foregoing, Declarant or a Builder shall have the right to use above-ground tanks during the course of construction and related activities in the development of the Project as otherwise authorized by applicable Governing Authorities.

5.2.27. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style required by the County and approved by the Board. Such containers should be stored and made available for collection as provided for in the Rules and Regulations. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.2.28. Utility Service. No lines, wires or other devices for communication or for the transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control), except for:

5.2.28.1. Overhead power poles and lines to perimeter areas of the Project as approved by Declarant (or the Board following the expiration of the Period of Declarant Control); and

5.2.28.2. Boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

5.2.28.3. All utilities within the Project shall be installed underground, unless otherwise specifically pre-approved by Declarant (or the Board following the expiration of the Period of Declarant Control). To the extent possible, utility lines, including without limitation cable television and gas lines, should be installed, repaired or replaced under existing roads, sidewalks and driveways by a method which will not disturb the paved surface of such road, sidewalk or driveway. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

5.2.29. Violations of Law. Any activity which violates local, State, or federal laws or Regulations is prohibited, and the Board may exercise the remedies provided for herein to compel an Owner to resolve the violation; however, the Board shall have no obligation to take enforcement action in the event of a violation.

### **5.3 Exculpations and Approvals**

Declarant, the Association, the ARC and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and

reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC or any of their agents under this Declaration shall be in writing and binding upon all Persons.

#### **5.4 Variances**

Subject to the provisions of the Governing Documents, the Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in *Article V* of this Declaration or in the other Governing Documents, if the Board determines in its discretion (a) either (1) that a restriction would create an unreasonable hardship or burden on an Owner which hardship is not self-imposed by such Owner or (2) that a change of circumstances since the date this Declaration is Recorded has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of the Project and is consistent with the high quality of life intended for Owners and Residents of the Project.

### **ARTICLE VI - ORGANIZATION OF ASSOCIATION**

#### **6.1 Formation of Association**

The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

#### **6.2 Board of Directors and Officers**

The affairs of the Association shall be conducted by a Board of three (3) or five (5) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

- 6.2.1. administration;
- 6.2.2. preparing and administering an operational Budget;
- 6.2.3. establishing and administering an adequate Reserve Fund;
- 6.2.4. scheduling and conducting the annual meeting and other meetings of the Members;
- 6.2.5. collecting and enforcing the Assessments;
- 6.2.6. accounting functions and maintaining Records;
- 6.2.7. promulgation and enforcement of the Rules and Regulations; and
- 6.2.8. all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.



### **6.3 Rules and Regulations**

By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the Use of any area of the Project by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that the Rules and Regulations shall be reasonable and consistent with the rest of the Governing Documents. No Rule or Regulation may discriminate among Members.

6.3.1. Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Association, Board or Manager shall unreasonably impede Declarant's right to develop the Project.

6.3.2. ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR LOT IS LIMITED BY THE RULES AND REGULATIONS AND ALL OTHER GOVERNING DOCUMENTS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND ABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE GOVERNING DOCUMENTS MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF LOTS ARE ON NOTICE THAT DECLARANT AND/OR THE BOARD MAY ADOPT CHANGES TO THE GOVERNING DOCUMENTS FROM TIME TO TIME. COPIES OF THE GOVERNING DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION.

6.3.3. In addition to the right to adopt Rules and Regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board) shall have the right to adopt Rules and Regulations with respect to all other aspects of the Association's rights, activities and duties, provided said Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Governing Documents.

### **6.4 Personal Liability**

No Member of the Board of the Association, no Member of any committee of the Association, no officer of the Association and no Manager or other employee of the Association shall be personally liable to any Member or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the ARC, the Manager, any representative or employee of the Association or any committee, committee Member or officer of the Association; provided, however, the limitations set forth in this *Section 6.4* shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

### **6.5 Professional Management**

The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the 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 or permitted to be performed by the Association itself. Any such management agreement may be terminated by the Declarant without cause at any time during the Period of Declarant Control. In addition, any such management agreement may be terminated by the Association without cause upon giving reasonable notice at any time after the expiration of the Period of Declarant Control.

## **6.6 Implied Rights**

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty of the Board to institute litigation on behalf of or in the name of the Association or its Members. In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Articles and Bylaws. All final decisions of the Board shall be final and binding upon all associated Persons.

## **ARTICLE VII - MEMBERSHIPS AND VOTING**

### **7.1 Membership**

Every Person who is the Owner of a Lot shall be subject to Assessments and shall be a Member of the Association (provided, however, Declarant as a Class B Member shall be and shall remain a Member of the Association at all times that the Class B Member status exists with voting rights, notwithstanding its temporary exemption status from required Assessments payments). Each such Owner shall have the following number of Memberships:

7.1.1 Lots. One Membership for each Lot owned by the Member.

7.1.2. Intentionally omitted.

7.1.3. Each Membership shall be appurtenant to and may not be separated from ownership of a Lot to which the Membership is attributable. As provided in this *Section 7.1* above, there shall be only one Membership for each Lot, which Memberships shall be shared by any joint Owners of, or Owners of undivided interests in a Lot.

### **7.2 Declarant**

The Declarant shall be a Member of the Association for so long as the Declarant holds a Class B Membership pursuant to *Section 7.3.2* below or for owns any Lots within the Project and holds a Class A Membership.

### **7.3 Voting Rights**

7.3.1. Class A. The Class A Memberships shall be all Memberships other than the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the foregoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

7.3.2. Class B. The Class B Memberships shall be held only by the Declarant and any successor of Declarant who takes title to any Lot from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Except as provided in the preceding sentence, upon the sale of a Lot by Declarant, the transferee of such Lot shall automatically become the Owner of a Class A Membership. The Declarant shall initially be entitled to ten (10) votes for each Lot owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots then owned by the Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

7.3.2.1. four (4) months after 75% of the Lots within the Project owned by Declarant have been conveyed to Owners other than Declarant; or

7.3.2.2. seven (7) years after Declarant and any successor in interest to the rights of Declarant as the Declarant under this Declaration has ceased to offer Lots for sale in the ordinary course of business; or

7.3.2.3 the day when Declarant, in its sole discretion, Records an instrument in the Office of the Recorder in Summit County, Utah, that it voluntarily surrenders some or all of its rights to control activities of the Association following written notice to the Owners.

7.3.2.4. If and when Declarant elects to voluntarily relinquish control of the Association, described in *Section 7.3.2.3* above, Declarant shall send written notice of such relinquishment to the Board. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

7.3.2.5. From and after the happening of such above-described Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned, (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with *Section 6.2* above.

7.3.3. Voting Threshold. Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in Person or by valid proxy at such meeting.

#### **7.4 Membership Rights**

Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time. In any situation in which a Member is entitled personally to exercise the vote appurtenant to such Member's Lot and there is more than one Owner of a particular Lot, the vote associated with such Lot shall be exercised as such co-Owners determine among themselves and as they then advise the Board in writing. Absent such written designation by joint Owners of a Lot, the Lot's vote shall be suspended, if more than one Persons seek to exercise it.

#### **7.5 Transfer of Membership**

The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way, except upon the transfer of ownership to an Owner's Lot and then only to the transferee of ownership to such Lot. A transfer of ownership to a Lot may be affected by Deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to a Lot shall automatically operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

### **ARTICLE VIII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN**

#### **8.1 Creation of Lien and Personal Obligation of Assessments**

Declarant, for each Lot hereafter established within the Project, hereby covenants and agrees, and each Owner by acceptance of a Deed or other conveyance of a Lot (whether or not it shall be so expressed in such Deed or conveyance) is deemed to covenant and agree, to pay Assessments as provided in this



Declaration. All Assessments shall be established and collected as hereinafter provided. No diminution or abatement of Assessments nor any decrease, offset or deduction shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association or the Board to comply with any law, ordinance, or with any order or directive of any Governing Authority or other governmental authority. The obligation to pay Assessments shall be deemed to be a separate and independent covenant on the part of each Owner. The Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner, unless expressly assumed by them. However, the lien upon the applicable Lot for any unpaid Assessments existing at the time of any transfer shall continue, notwithstanding such transfer, until the Assessments have been paid in full.

## **8.2 Property Assessable Upon Recording of Deed**

ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOT(S) SHALL BE SUBJECT TO FULL ASSESSMENT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION UPON ACCEPTANCE OF A DEED, REGARDLESS OF WHETHER OR NOT SUCH LOT(S) HAVE BEEN IMPROVED, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION. At the time a Deed is Recorded conveying a Lot to an Owner, such Lot shall thereupon be subject to the Assessments, and the Board shall levy such Assessments upon the Owner of the Lot at closing of the sale or purchase. Assessments shall be prorated for the remaining portion of the Assessment term, e.g. annual, semi-annual, quarterly or monthly basis, as determined by the Board. In any dispute, question or controversy regarding whether property is Assessable Property, the Board shall have the exclusive power and authority to decide such dispute, question or controversy, and any decision regarding the foregoing shall be conclusive and binding on all interested parties. All decisions of the Board regarding the foregoing shall be final and binding on all associated Persons.

8.2.1. Membership Initiation Fee. Upon the initial transfer of a Lot from the Declarant to a Person, in addition to Assessments being prorated for the remaining portion of the Assessment term, a one-time Membership Initiation Fee shall be charged as an Individual Assessment at closing in an amount equaling the next full quarter of Assessments. All Membership Initiation Fees assessed shall be deposited into the Reserve Fund to be used for the purposes described in *Section 8.3.3.4 herein*. The Membership Initiation Fee shall not be charged on subsequent transfers of a Lot.

## **8.3 Assessments**

Assessments shall be computed and assessed against all Lots as follows:

8.3.1. Purpose of Assessments. The Assessments provided for herein are assessed and collected by the Board for the purpose of obtaining from the Owners the funds necessary to enable the Association to pay the Common Area Expenses incurred by the Association in the performance of the responsibilities and duties of the Association as set forth in the Governing Documents.

8.3.2. Creation of Assessments. Owners shall pay Assessments as they may be calculated and charged from time to time by the Board.

8.3.3. Budget. At least annually the Board shall prepare and adopt a Budget for the Association.

8.3.3.1. Itemization. The Budget shall set forth an itemization of the anticipated Common Area Expenses for the 12-month calendar year, commencing the following January 1.

8.3.3.2. Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated Common Area Expenses. Estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and Special Assessments, premiums for all insurance which the Board is required or permitted to maintain, community lighting and heating, water charges, repairs and maintenance of specified areas and replacement of those elements of the specified areas that must be replaced on a periodic basis, wages for Association employees or contractors, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvements, general reserve fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

8.3.3.3. Presentation of the Budget. The Board shall present the adopted Budget to the Members at a meeting of the Members called for the purpose of the presentation of the Budget, which may be the annual meeting of the Members or a special meeting of the Members called for that purpose. The Budget shall be deemed approved and effective unless, within forty-five (45) days after the date of the meeting at which the Board presented the Budget to the Members, there is a vote of disapproval by at least fifty-one percent (51%) of all the Members entitled to vote, which vote shall be taken at a special meeting called for that purpose by the Members pursuant to the terms of this Declaration or the Bylaws. Notwithstanding the foregoing, if the Members disapprove all or a portion of the Budget, for the succeeding year, then and until such time as a new Budget shall have been adopted by the Board, the Budget last adopted by the Board (and not disapproved by the applicable Members) shall continue as the Budget for any category of the Common Area Expenses until the Board adopts another Budget, which Budget is not disapproved by a Majority of the Members affected thereby. Notwithstanding anything in this *Section 8.3.3.3.* to the contrary, Members shall have no right to disapprove a Budget during the Period of Declarant Control.

8.3.3.4. Reserve Fund. The Board shall cause the Association to establish and maintain a Reserve Fund to cover the cost of repairing, replacing or restoring Improvements to the Shared Driveway that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost of repairing, replacing or restoring such Improvements cannot reasonably be funded from the Budget or other funds of the Association (the "Reserve Fund"). Pursuant to *Section 57-8a-211* of the Utah Code, the Board shall cause a Reserve Fund analysis to be conducted as required by law. After the initial Reserve Fund analysis is conducted, the Board shall review and, if necessary, update a previously conducted Reserve Fund analysis on a periodic basis. The Board may conduct a Reserve Fund analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the Reserve Fund analysis.

8.3.3.4.1. The Board may not use money in the Reserve Fund: (i) for daily maintenance expenses, unless a Majority of the Members vote to approve the Use of the Reserve Fund money for that purpose; or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

8.3.3.4.2. The Board shall maintain the Reserve Fund separately from other funds of the Association.

8.3.3.4.3. The foregoing may not be construed to limit the Board from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by the Articles or the Bylaws.

8.3.3.4.4. The Association shall annually provide Members a summary of the most recent Reserve Fund analysis or update and shall provide a copy of the complete Reserve Fund analysis or update to any Member who requests a copy of the same.

8.3.3.4.5. In formulating the Budget each year, the Board shall include a Reserve Fund line item in an amount the Board determines, based on the Reserve Fund analysis to be prudent. Within forty-five (45) days after the day on which the Association adopts its annual Budget, the Members may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the allocated voting interests of the Members in a special meeting called by the Members for the purpose of voting whether to veto a Reserve Fund line item. If the Members veto a Reserve Fund line item as provided in the foregoing sentence, and if a Reserve Fund line item exists in the previously approved Budget of the Association that was not vetoed, the Association shall fund the Reserve Fund in accordance with the prior Reserve Fund line item that was not vetoed.

8.3.4. Uniform Rate of Assessments. The annual Assessments shall be allocated equally to the Owners who are responsible for the payment of such Assessments, as applicable, and may be collected on an annual, semi-annual, quarterly or monthly basis, as determined by the Board. The dates and manner of payment shall be determined by the Board. The Board has the sole authority and discretion to determine how and when the Assessments are to be paid.

8.3.5. Failure to Assess. The omission or failure of the Board to fix the Assessments amounts or rates or to deliver notice of an Assessments to each Owner shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which Assessments were made until new annual Assessments are made, at which time any shortfalls in collections may be assessed retroactively by the Board.

8.3.6. Personal Obligation of Owner. Owners are personally liable to pay all Assessments. Provided, however, no Mortgagee (but not the seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" means and refers jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of Record in the Official Records, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

8.3.7. Statements of Account.

8.3.7.1. Statement of Account Unassociated with Sale, Transfer or Refinance. Upon written request, the Association shall furnish to any Owner a written statement of any Assessments due, if any, on such Owner's Lot. The Association may require the advance payment of a processing charge not to exceed twenty-five dollars (\$25.00) for the issuance of such statement.

8.3.7.2. Payoff Statement Associated with Sale, Financing, Refinancing or Closing. Upon written request to the Association's primary contact designated under Section 57-8a-105(3)(d) of the Utah Code by an Owner's closing agent who is assisting the Owner with the financing, refinancing or closing of the sale of the Owner's Lot, the Association shall furnish a payoff statement to the closing agent within five (5) business days. The Association may charge a reasonable fee associated with the request up to fifty dollars (\$50.00), however payment of the fee shall not be required before closing.

8.3.7.2.1. To be effective, the written request to the Association referenced in Section 8.3.7.2 above shall contain (i) the name, telephone number and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information; and (iii) is accompanied by a written consent for the release of the payoff information (A) identifying the person requesting the information as a person to whom the payoff information may be released and (B) signed and dated by an owner of a Lot for which the payoff is requested.



## **8.4 Special Assessments**

In addition to the other Assessments authorized herein, the Association may levy Special Assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Improvement upon Shared Driveway, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary Common Expenses, provided that, except as provided in *Section 8.4.1* below, any such Special Assessment shall have the ascent of a majority of the votes of the Members who are voting in Person or by proxy at a meeting duly called for such purpose or by written approval of such Members. The provisions of this *Section 8.4* are not intended to preclude or limit the assessment, collection or Use of Assessments, other than Special Assessments. Special Assessments may be collected as specified by the Board, unless otherwise determined by the majority vote of the Members of the Association approving the Special Assessment.

8.4.1. Board Based Assessment. So long as the total Special Assessment does not exceed ten percent (10%) of the total of all budgeted Common Area Expenses in any one fiscal year (the "Special Assessment Limit"), the Board may impose the Special Assessment upon Class A Members which are not exempt, as determined by the Board, without the approval of the Members to be assessed a Special Assessment.

8.4.2. Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a Majority of the Members to be assessed a Special Assessment. The Board in its discretion may allow any Special Assessment to be paid in installments.

## **8.5 Individual Assessments**

Individual Assessments shall be levied by the Board against an Owner of a Lot to reimburse the Association for:

- 8.5.1. fines levied and costs incurred in enforcing the Governing Documents;
- 8.5.2. costs associated with the maintenance, repair or replacement of matters for which the Owner is responsible;
- 8.5.3. any other charge, fee, dues, expense, or cost designated as an Individual Assessment in the Governing Documents; and
- 8.5.4. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

## **8.6 Collection of Assessments**

All Assessments must be paid in a timely manner and shall be collected as follows:

8.6.1. Time is of the Essence. Time is of the essence, and all Assessments shall be paid promptly when due.

8.6.2. Delinquent Assessments. Any Assessments which are not paid when due are delinquent (Delinquent Assessments) and shall constitute a lien against the Lot affected, which lien shall attach automatically, regardless of whether an Assessment Lien is Recorded.

8.6.3. Late Assessments, Interest and Collection Costs. Any Assessments that remain unpaid for a period of more than ten (10) days shall incur a late charge of twenty-five dollars (\$25.00) or ten percent (10%) of the delinquent amount, whichever is greater. Interest at the rate of one-and-one-half percent (1.5%) per month shall accrue on all delinquent amounts commencing on the due date thereof and continuing until the Delinquent Assessments plus any expenses incurred by the Association in collection of Delinquent Assessments, including reasonable attorneys' fees and costs, and accrued interest is paid in full. The Board may, in its discretion, change the amount of the late fee and/or the interest rate that accrues on Delinquent Assessments and/or waive accrued interest, but the Board is not required to do so.

8.6.4. Notice of Delinquency. The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner. However, the Association shall be entitled to assess late charges and interest as provided in this Declaration, regardless of the date on which any such notice of delinquency is given.

8.6.5. Acceleration. The Board may, at its option and in its discretion, elect to accelerate the entire amount of the annual Assessments or the remaining Assessments for the fiscal year attributed to a delinquent Owners and all accrued but unpaid interest thereon. If, however, the annual Assessments are accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its discretion, may elect to decelerate the obligation.

8.6.6. Notice of Lien. If any Delinquent Assessment in a notice of lien evidencing the unpaid amounts, accrued interest, late charges, attorneys' fees, the cost of a foreclosure or abstractor's report, and any other additional charges permitted by law should be Recorded (Assessment Lien), then the lien provided for in this *Section* shall be for the benefit of the Association on behalf of all other Owners who have been assessed a similar Assessment by the Association. It may be executed by the Association's President, Treasurer, Manager, attorney or any other designated agent.

8.6.7. Foreclosure of Lien and/or Collection Action. If any Delinquent Assessment remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or foreclose the Assessment Lien.

8.6.8. Personal Obligation. Each Owner, by acceptance of a Deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessment as a debt or to foreclose an Assessment Lien in the same manner as mechanics liens, mortgages, Deeds of trust or encumbrances may be foreclosed.

8.6.9. No Waiver. No Owner may waive or otherwise exempt himself or herself or itself from liability for the Assessments provided for herein by the abandonment of such Owner's Lot or because of a suspension of rights as described in *Section 4.1.1*.

8.6.10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with an order or directive of any governing or other governmental authority. The obligation to pay Assessments shall be a separate and independent covenant on the part of each Owner.

8.6.11. Application of Payments. All payments shall be applied first to satisfy all Delinquent Assessments, then to satisfy current Assessments, next attorney's fees and costs and lastly accrued interest.

8.6.12. Establishment of Assessment Period. The period for which the Assessment is to be levied (Assessment Period) shall be the calendar year, except that the first Assessment Period shall commence upon the Recording of this Declaration and terminate on December 31 of such year. The Board in its discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period.

8.6.13. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to the commencement of such foreclosure or enforcement, at the address of the Member on the

Records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it, even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Assessments against Members who become such during an Assessment Period shall be prorated.

8.6.14. Declarant's Duty to Fund Deficits. Beginning on the date of the recordation hereof, and continuing until the expiration of the Period of Declarant Control, Declarant shall either (i) fund the difference, if any, between the amount of Assessments payable by Owners other than Declarant and the actual Common Area Expenses incurred by the Association for each Assessment period (the "Association Deficit"); or (ii) pay Assessments on its unsold Lots as described more fully below. In the event Declarant elects to fund the Association Deficit, the Declarant will pay outright to the Association an amount equal to the Association Deficit ("Declarant Payment"). After the expiration of the Period of Declarant Control, Declarant shall pay outright Assessments on each Lot it owns. Each Assessment payment made by Declarant and each Declarant Payment, if any are made, may be satisfied by Declarant's cash payment or may be satisfied by "in kind" contributions of services or materials, or a combination of the same. If Declarant uses "in kind" contributions, then the nature and value of such contributions must be agreed to in writing between the Declarant and the Board.

## **ARTICLE IX - ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ENFORCEMENT OF ASSESSMENT LIEN**

### **9.1 Association as Enforcing Body**

Except as otherwise set forth in this Declaration, the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration.

### **9.2 Association's Enforcement Remedies**

If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments and/or Assessment Lien by taking one or more of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise any other remedy):

9.2.1. Suit. Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and/or

9.2.2. Foreclosure. Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages or Deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with *Chapter 1a, Title 38, Utah Code Annotated*, as amended from time to time, or any other means permitted by law, and the Lot may be redeemed after foreclosure sale, if provided by law.

9.2.2.1. Trustee to Facilitate Foreclosure. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of Deeds of trust, Declarant hereby designates Matthew Hutchinson, attorney at law, as Trustee, and Declarant hereby conveys and warrants pursuant to *Sections 57-1-20 and 57-8a-302* of the Utah Code to Trustee, with power of sale, the Lots and all of the Improvements to the Lots within the Project for the purpose of securing payment of all of the Assessments under the terms of this Declaration. Each Owner, by accepting a Deed to a Lot, also hereby conveys and warrants to Trustee, with power of sale, each Lot acquired by such Owner and all of the Improvements thereon for the purpose of securing payment of all of the Assessments under the terms of this Declaration and such Owner's performance of such Owner's



obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under Deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Lot beyond those rights and interests necessary and appropriate to foreclose any liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed 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 Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

9.2.2.2. Notwithstanding the subordination of an Assessment Lien as described in *Section 8.3*, the delinquent Member shall remain personally liable for the Assessments and related costs after such Member's Membership is terminated by foreclosure or Deed in lieu of foreclosure or otherwise.

9.2.3. Collection of Lease Payments from Tenant. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as the Owner's attorney-in-fact to collect rent from any Person renting the Owner's Lot if the Owner is delinquent. Provided that the Board complies with the requirements of *Section 57-8a-310*, as amended, supplemented or replaced from time to time, the Board may require a residential tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable. Before requiring a tenant to pay lease payments to the Association, Declarant, the Association's Board or Manager shall give the Owner notice that shall state (i) the amount of the Assessment due, including any interest, late fee, collection cost and attorney's fees, (ii) that any costs of collection, including attorney's fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments, and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

9.2.3.1. If the Owner fails to pay the amount owing within 15 days after the notice described in *Section 9.2.3* herein, Declarant or the Association's Board or Manager may exercise the Association's rights herein by delivering a written notice to the tenant. The notice shall state that (i) because of the Owner's failure to pay Assessments within the required time, the Board has notified the Owner of the Board's intent to collect all lease payments until the amounts owing are paid; (ii) Utah law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payments, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. A copy of the notice to the tenant shall be sent to the Owner.

9.2.3.2. The tenant to whom notice under *Section 9.2.3.1* is given shall pay to the Association all future lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant and (ii) until the Association notifies the tenant that the amount owing is paid.

9.2.3.3. The Owner shall credit each payment that the tenant makes to the Association under this *Section* against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner and may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to an Association as required under this *Section*.

9.2.3.4. Within five (5) business days after the amount owing is paid, Declarant, the Board or Manager shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. A copy of the written notice shall be sent to the Owner.

9.2.3.5. The Association shall deposit the money paid under this *Section* in a separate account and disburse the money to the Association until the amount owing is paid and any cost of administration, not to exceed twenty-five dollars (\$25.00) is paid. Within five (5) days of the amounts owing being paid in full, the Association shall pay any remaining balance to the Owner.

9.2.4. Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of any Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

### **9.3 Priority of Lien**

The Assessment Lien provided for herein shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided and except as provided in *Section 17.5*, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. The sale or transfer of any Lot shall not affect the Assessment Lien, except as provided in *Section 17.5*.

### **9.4 Attorneys' Fees and Costs**

In any action taken pursuant to *Section 9.2*, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with the Association's collection costs and attorneys' fees.

## **ARTICLE X - USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES**

### **10.1 Purposes for Which Association's Funds May Be Used**

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of all land, properties, Improvements, facilities, services, projects, programs, studies and systems, within the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on the Shared Driveway , and public right-of-way and drainage areas within the Project; insurance; communications; utilities; public services; indemnification of officers and directors of the Association and any committees created by the Association; and compliance with any Governing Document. The Association also may expend its funds as otherwise permitted under the laws of the State of Utah.

### **10.2 Borrowing Power**

The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members.

### **10.3 Association's Rights in Spending Funds from Year to Year**

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

## ARTICLE XI - MAINTENANCE

### 11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway.

### 11.2 Maintenance and Use of Lots

Except as provided in *Section 11.1* above, each Residence, Improvement, and Lot shall be properly maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or Use of any other Residence, Improvement, or Lot.

11.2.1. Failure to Maintain; Corrective Action Necessary. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being Used in a manner which violates this Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14)-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to:

11.2.1.1. enter the Lot and cause such action to be taken, and the cost thereof shall be added to and become a part of the Assessment (including interest at the rate of eighteen percent (18%) per annum) to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien;

11.2.1.2. Record a notice of violation;

11.2.1.3. impose a fine commensurate with the severity of the violation; and/or

11.2.1.4. bring an action at law and recover judgment of specific performance and/or damages against the Owner and including costs and attorneys' fees.

11.2.2. In any action taken pursuant to *Section 11.2.1* above, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Association's collection costs and attorneys' fees.

## ARTICLE XII - ARCHITECTURAL REVIEW COMMITTEE

### 12.1 The Committee

12.1.1. Composition of ARC. Declarant hereby establishes an Architectural Review Committee for Lilac Hill East (the ARC), which shall be responsible to carry out all of the other responsibilities assigned to the ARC herein and other Governing Documents. The ARC shall be composed of three (3), five (5) or



seven (7) individuals or entities the Declarant determines in its sole discretion, who need not be Members of the Association. All Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC.

12.1.2. Term. Except for two of the initial members of the ARC appointed by Declarant (whose term shall be two (2) years), the term of office of each member of the ARC, subject to *Section 12.1.1.* hereof, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC member die, retire, resign, become incapacitated, or in the event of a temporary absence, a successor may be appointed as provided in *Section 11.1.* The Declarant may remove any member of the ARC at any time for any cause without notice.

12.1.3. Chair of the ARC. So long as Declarant appoints the ARC, Declarant shall appoint the chairman. At such time as the ARC is appointed by the Board, the chairman shall be elected annually from among the Members of the ARC by majority vote of said Members. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any Member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

12.1.4. Voting. The affirmative vote of a majority of the Members of the ARC shall govern its actions and be the act of the ARC. A quorum shall consist of all three members regardless of the number of members.

12.1.5. Consultants. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate.

12.1.6. ARC-Related Expenses; Plan/Review Fee. Except as provided below, all expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee as an Individual Assessment related to each application submitted to it for architectural review, in an amount which may be established by the Board from time to time upon consultation with the ARC. The review fee shall be collected by the ARC and remitted to the Association to defray the expenses of the ARC's operation. The review fee may not exceed the actual cost of reviewing and assessing the Owner's application and related plans.

## **12.2 Purpose of the ARC**

The ARC shall review, study and either approve, reject or request additional information and materials in support of Owner's application related to the proposed Improvements to a Lot, all in compliance with the Governing Documents specifically including the any guidelines adopted and established from time to time by the ARC which are incorporated by reference.

12.2.1. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents.

12.2.2. The ARC shall exercise its best judgment to see that each Owner and/or Builder undertakes its development of a Lot, including but not limited to, the Private Roads, public roads, and major infrastructure, in compliance with the Governing Documents.

12.2.3. Except for Improvements made by Declarant, no Improvement on a Lot shall be erected, placed or altered on any Lot nor shall any construction be commenced until plans for such Improvements have been approved by the ARC.

12.2.4. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to the Owner's right to appeal the procedure of which is described in the Bylaws.

### **12.3 Limitation of Liability**

The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual ARC Member, shall be liable to any Person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC Member acted with gross negligence or was guilty of willful misconduct. Approval by the ARC does not necessarily assure approval by the appropriate Governing Authority. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its Members shall be responsible or liable to any Owner, developer, or contract holder with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any Improvements. Neither the Board, the ARC, or any agent thereof, nor Declarant or any of its shareholders, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Governing Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Board in any such suit or proceeding which may arise by reason of the ARC's decision. The Board, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC shall be adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

### **12.4 Intentionally omitted.**

## **ARTICLE XIII – RIGHTS AND POWERS OF ASSOCIATION**

### **13.1 Association's Rights and Powers as set Forth in Articles and Bylaws**

In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, in the other Governing Documents and in the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101, et seq. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and the other Governing Documents and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours by prior appointment.

### **13.2 Association's Rights of Enforcement**

The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all Covenants, restrictions, reservations, charges, servitudes, Assessments, conditions, liens or easements provided for in any contract, Deed, Declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms

of this Declaration or any other Governing Document and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

### **13.3 Contracts with Others for Performance of Association's Duties**

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Board Members or officers of the Association or Members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Board Members acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such Board Member, officer or committee Member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he or she is a Member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested

### **13.4 Declarant-Related Disputes; Pre-Litigation Requirements**

13.4.1. Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that the Owner is purchasing from Declarant or any aspect of the Project, all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Project, are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable later to seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and each Owner (by purchasing a Lot) acknowledge and agree that each Owner takes ownership and possession of the Lot, and AS IS, WHERE IS, with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular Use, or of habitability.

13.4.2. Notice of Claim and Opportunity to Cure. All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or any its agents, employees, executing officers, Managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred and fifty (150) days to cure or resolve



the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If the Dispute is not resolved within the one hundred and fifty (150)-day right to cure period, then with respect to any claims, actions or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this *Section* shall immediately apply again, and any pending action or proceedings shall be stayed during the one hundred and fifty (150)-day period.

**13.4.3. Pre-Litigation Requirements.** Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual Managers, owners, Members or officers of Declarant, Declarant's contractors, engineers or architects, or any other Person or entity involved in the design or construction of the Residences unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following Pre-Litigation Requirements have been satisfied:

13.4.3.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten years of experience, with the legal opinion providing in substance the following: (a) a description of the factual allegations and legal claims to be asserted in the action; (b) 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 (c) 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");

13.4.3.2. A copy of the opinion letter described 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 for the Association to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty-seven percent (67%) of the voting rights of all of the Owners within the Project; and

13.4.3.3. The Association has collected funds from the Owners, by Special Assessment or otherwise, equal to at least fifty percent (50%) of the Litigation Budget as set forth in the opinion letter obtained as described above.

13.4.3.4. If any claims or actions of the Association are filed without satisfying all of the requirements of *Section 13.4.3* listed above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this *Section 13.4*, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

13.4.3.5. The purposes of these requirements include, but are not limited to, the following: (a) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (b) to minimize the risks of becoming 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 (c) to avoid becoming involved in litigation without sufficient support from the Members financially and otherwise.

For purposes of clarity, this *Section 13.4* and the requirements set forth herein shall not apply to any actions or legal proceedings (a) filed by the Association to recover payment of any Assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (b) filed by

individual Owners relating solely to their own Lot. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

## **ARTICLE XIV – INSURANCE AND FIDELITY BONDS**

### **14.1 Hazard Insurance**

The Association shall at all times maintain in force insurance satisfying the insurance requirements set forth in *Sections 57-8a-401 through 57-8a-407* of the Utah Code, as such *Sections* may be amended, supplemented or replaced from time to time, which may include the following coverages: all insurable Improvements, if any, on the Shared Driveway, or owned by the Association; but excluding land, foundations, excavations, and other 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. If blanket all-risk insurance is not reasonably available, then at a minimum, such “master” or “blanket” policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and Use, including (without limitation) all perils normally covered by the standard “all risk” endorsement, where such endorsement is available. 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 Shared Driveway, exclusive of land, foundations, excavation, and other items normally excluded from coverage. 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 of the property’s insurable replacement cost but no more) and, if the policy includes a coinsurance clause, an agreed amount endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy shall be determined by the Board.

14.1.1. The Association shall have no obligation to provide any insurance for any structure or Building located on Lot within the Project.

### **14.2 Policy Requirements**

The name of the insured under each policy required to be maintained by the foregoing *Section 14.1* shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an agreement (referred to herein as an Insurance Trust Agreement), or any successor to such 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 First Mortgagee. Each Owner and each such Owner’s First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

14.2.1. Each policy required to be maintained by the foregoing *Section 14.1* 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.

14.2.2. Each policy required to be maintained by the foregoing *Section 14.1* shall provide, if available, for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; a provision that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and a provision that the policy is primary in the event the Owner has other insurance covering the same loss.

### **14.3 Fidelity Bonds or Insurance**

The Association shall at all times maintain in force and pay the premiums for “blanket” fidelity bonds or insurance, including but not limited to, directors’ and officers’ insurance for the benefit of all Members of the Board, officers and Members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Declaration, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide “blanket” fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager’s officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association’s best business judgment and shall not be less than the estimated maximum of funds, including Reserve Funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage.

### **14.4 Liability Insurance**

The Association shall maintain in force, and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Shared Driveway and public ways in the Project, if any, all other areas of the Project that are under the Association’s supervision. 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 two million dollars (\$2,000,000) 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 Shared Driveway, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified by any party without at least thirty (30) days’ prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

### **14.5 Annual Review of Policies and Coverage**

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Shared Driveway, and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration and the requirements of any applicable laws. In the event any of the insurance coverage provided for in this *Article XIV* is not available at a reasonable cost or is not reasonably necessary to provide the Association with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this *Article XIV* so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project.

## **ARTICLE XV - DAMAGE OR DESTRUCTION**

### **15.1 Association as Attorney in Fact**

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner’s true and lawful attorney-in-fact in such Owner’s name, place, and stead for the purpose of dealing with personal property owned by the Association on behalf of the Owners upon damage or destruction as provided in this *Article* or a complete or partial taking as provided in *Article XVI* below. Acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner shall constitute, appointment of the 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, assignment, Deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Declaration.

#### **15.2 Estimate of Damages or Destruction**

As soon as practical after an event causing damage to or destruction of any part of the personal property owned by the Association, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part thereof so damaged or destroyed. "Repair and reconstruction" as Used in this *Article XV* shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

#### **15.3 Repair and Reconstruction**

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

#### **15.4 Funds for Repair and Reconstruction**

The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of such affected personal property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to *Section 8.4*, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

#### **15.5 Disbursement of Funds for Repair and Reconstruction**

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in *Section 15.4* above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to pay for future Common Area Expenses.

#### **15.6 Notice to First Mortgagees**

The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the personal property owned by the Association.

### **ARTICLE XVI - CONDEMNATION**

#### **16.1 Rights of Owners**

Whenever all or any part of the Project shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

## ARTICLE XVII - MORTGAGEE REQUIREMENTS

### 17.1 Notice of Action

Upon written request made to the Association by a Mortgagee, or an insurer or governmental guarantor of a Mortgage, which written request shall identify the name and address of such Mortgagee, insurer or governmental guarantor and the Lot number or the address of the Residence, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

17.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2. Any delinquency in the payment of Assessments owed by an Owner, whose Lot is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

17.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association; and

17.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in *Section 17.2* below or elsewhere herein.

### 17.2 Matters Requiring Prior Eligible Mortgagee Approval

Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Members in 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 of Eligible Mortgagees holding Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to Mortgages held by Eligible Mortgagees shall be required to:

17.2.1. Dissolve the Association after substantial destruction or condemnation occurs. Dissolution of the Association for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding Mortgages on Lots having at least sixty-seven percent (67%) of the votes of the Members in the Association owning Lots subject to Mortgages held by Eligible Mortgagees.

17.2.2. Amend any material provision of this Declaration, the Articles, Bylaws or Plat after the expiration of the Period of Declarant Control and the Declarant no longer owns any portion of the Project. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors for clarification only):

17.2.2.1. Increases in Assessments that raise the previous annual Assessment amount by more than thirty percent (30%);

17.2.2.2. Redefinition of any Lot boundaries encumbered by a Mortgage held by an Eligible Mortgagee (except as otherwise permitted by this Declaration);

17.2.2.3. A decision by the Association to establish self-management if professional management had been required previously by this Declaration;

17.2.2.4. Restoration or repair of the Project (after damage or partial condemnation) in a matter other than that specified in this Declaration; or

17.2.2.5. Any provisions that expressly benefit Mortgagees, insurers or guarantors.

### **17.3 Mortgagee Approval**

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified, with a “return receipt” requested.

### **17.4 Availability of Documents and Financial Statements**

The Association shall maintain and have current copies of the Governing Documents 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 Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours by prior appointment.

### **17.5 Subordination of Lien**

The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments 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, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, the purchaser at the Mortgage foreclosure or Deed of trust sale, or any grantee taking by Deed in lieu of foreclosure, of the Lot affected or previously affected by the First Mortgage concerned.

### **17.6 Payment of Taxes, Charges or Premiums**

In the event any taxes or other charges which may or have become a lien on the Project are not timely paid, or in the event the required hazard insurance described in *Section 14.1* lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or obtain such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

### **17.7 Priority**

No provision of this Declaration or the other Governing Documents 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 Lots.

### **17.8 Mortgagee Notice Information.**

Upon request, the Association may request from an Owner and an Owner has the obligation to furnish the name and address of a holder of any mortgage encumbering such Owner's Lot for purposes of providing notice under this *Section*.



## ARTICLE XVIII – TERM; AMENDMENTS; TERMINATION

### 18.1 Term; Method of Termination

This Declaration shall be effective upon the date of the Recording hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes of all of the Members cast at an election held for such purpose (or otherwise approved for such purpose in writing) within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time, if Members casting at least sixty-seven percent (67%) of the Members eligible to vote shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from Eligible Mortgagees of fifty-one percent (51%) of the Lots upon which there are such Eligible Mortgages. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a “Certificate of Termination,” duly signed by the President or Vice President attested by the Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

### 18.2 Amendments

18.2.1. Amendment by Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners eligible to vote shall be required and shall be sufficient to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the Association shall certify that the vote required by this *Section* for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

18.2.2. Amendment by Declarant. Until the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant.

### 18.3 Declarant’s Control

It is the desire and intent of Declarant to retain control of the Association and its activities throughout the Period of Declarant Control. If any amendment requested pursuant to the provisions of this *Article XVIII* deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

## ARTICLE - XIX DECLARANT’S RIGHTS

### 19.1 Declarant’s Rights; Duration of Rights

19.1.1. Declarant Rights. The purpose of this *Article XIX* is to set forth certain Declarant rights, and to refer, for ease of reference, to certain other Declarant rights set forth in this Declaration. The purpose of this *Article XIX* shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

19.1.2. Duration of Rights. The rights of Declarant set forth in this Declaration that refer to this *Article XIX* shall extend for a period of time ending when Declarant no longer owns any portion of the

Project or such earlier date as determined by Declarant, in its sole and absolute discretion (“Declarant’s Rights Period”).

19.1.3. Scope. The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Governing Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to in writing by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words “its successors or assigns” specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

## **19.2 Rights During Period of Declarant Control**

19.2.1. Period of Declarant Control. The “Period of Declarant Control” under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of an Event described in *Section 7.3.2* above. During the Period of Declarant Control, Declarant, as holder of the right to vote the Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

19.2.2. Right to Amend to Preserve Control. See *Section 18.3*.

19.2.3. Right to Delegate. Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of an Event described in *Section 7.3.2*.

## **19.3 Transfer of Declarant’s Rights**

Any or all of the special rights and obligations of the Declarant may be assigned and transferred to other Persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective, unless it is in a written instrument signed by the Declarant and duly Recorded. Without limiting the generality of the foregoing, Declarant may by such Recorded instrument establish that Declarant and such Person or Persons be Co-Declarants under this Declaration, in which event such Persons shall be deemed collectively the Declarant for all purposes under this Declaration, and any ownership of portions of the Project by any such Persons shall be considered owned by Declarant. So long as Declarant continues to have rights under this *Article XIX*, no Person or entity shall Record any declaration of Covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant’s review and written consent thereto, and any attempted Recording without compliance herewith shall result in such declaration of Covenants, conditions and restrictions or similar instrument being void and of no force and effect, unless subsequently approved by a Recorded consent signed by Declarant.

## **19.4 Declarant’s Rights in the Association**

Until Declarant no longer owns any portion of the Project, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

19.4.1. prohibit or restrict in any manner the sales and marketing program of Declarant or the leasing activities of Declarant;

19.4.2. decrease the level of maintenance services provided by the Association;

- 19.4.3. diminish the powers of the ARC as stated herein;
- 19.4.4. terminate or waive any rights of the Association under this Declaration;
- 19.4.5. alter or amend this Declaration, the Articles of Incorporation or the Bylaws;
- 19.4.6. convey, lease, Mortgage, alienate or pledge any easements in the Project;
- 19.4.7. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property to the Association;
- 19.4.8. terminate or cancel any easements granted hereunder or by the Association;
- 19.4.9. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;
- 19.4.10. restrict Declarant's rights of Use, access and enjoyment of any of the Project; or
- 19.4.11. cause the Association to breach or default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent may be exercised by its representative on the Board or other Person designated to so act by Declarant.

#### **19.5 Right of Declarant to Disapprove Actions**

19.5.1. From the expiration of the Period of Declarant Control and until the Declarant no longer owns any portion of the Project, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this *Section*. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a Recorded instrument, or who become a successor Declarant pursuant to a Recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association that Declarant has disapproved.

19.5.2. This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association. 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.

#### **19.6 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Project**

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith, the quiet Use and enjoyment of the Project and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Project owned by Declarant or its successors and assigns. Each Owner, on



behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and Use as a result of the development and construction of any portion of the Project. Each Owner on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns agrees that the development, construction and completion of the Project may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

## **19.7 Declarants Rights in Connection with Development**

Declarant has conducted site development and constructed Buildings and Improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Governing Documents or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

19.7.2. erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such Buildings as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Lilac Hill East as a Community and disposing of the same by sale, lease or otherwise; or

19.7.3. conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise, including, but not limited to, placing signs and directional posts of any kind, shape or size, on any portion of the Project in Declarant's sole discretion.

19.7.4. Declarant hereby retains an easement over, under and through the Project, including without limitation each and every Lot, for development of the Community and to accomplish the purposes set forth herein, provided no such easement shall materially interfere with the Use of a Lot by the Owner of such Lot. Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Project, so long as Declarant owns any portion of the Project primarily for development and/or resale.

19.7.5. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of Buildings, Improvements or signs necessary or convenient to the development or sale of the Project.

## **19.8 Future Easements and Modifications**

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, Covenants and rights of way, to modify the boundary lines and to Plat or Re-Plat portions of the Project, for development of the Community. The Association and each Owner and Mortgagee of a portion of the Project agree to execute and deliver any and all agreements, documents, Plats and instruments that are necessary or desirable to accomplish the same.

## **19.9 Construction and Marketing**

19.9.1. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Project, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through the Project and use all other portions of the property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to enter and transact business, maintain management offices, maintain models and sales, resales and rental offices, place signs, employ sales and rental personnel, carry on construction, store construction materials and construct and assemble construction components, show Lots owned by Declarant, and Use any portion of the Project, Lots, and other Improvements owned by Declarant or the Association for purposes set forth above without any cost to Declarant and its successors, designees and assigns for such rights and privileges.

19.9.2 Construction, Sales and Management Offices. In addition, Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use sales, resales, rental, management and construction offices within the Community. Any models, sales areas, sales, resales or rental centers, management offices, parking areas, construction offices, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall remain the property of Declarant or its designees, as the case may be.

19.9.3 Declarant shall have the right to construct, maintain and repair Buildings and landscaping and other Improvements to be located on any portion of the Project owned by Declarant or the Association as Declarant deems necessary or appropriate for the development of any portion of the Project. Declarant's Use of any portion of the Project as provided in this *Section* shall not be a violation of the Association Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Project owned by Declarant or the Association in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in *Section 18.1* above.

## **19.11 Sales Material**

So long as Declarant continues to have rights under this *Article XIX*, all sales, promotional, and advertising materials, and all forms for Deeds, contracts for sale, and other closing documents for the Platting, development and sale of property in the Project by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld at Declarant's sole and exclusive discretion. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Builder within such thirty (30)-day period, Declarant shall be deemed to have disapproved such materials and documents. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

## **19.12 Modifications**

Declarant reserves for itself and its assigns the right to vary the timing, mix, type, Use, style, and numbers of Lots within any portion of the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its development plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the Uses to which such property may be devoted.

### **19.13 Assignment of Rights**

Declarant reserves the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration.

### **19.14 Amendment**

This *Article XIX* may not be amended without the express written consent of Declarant.

## **ARTICLE XX - MISCELLANEOUS**

### **20.1 Interpretation of the Covenants**

Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

### **20.2 Severability**

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

### **20.3 Change of Circumstances**

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

### **20.4 Declarant's Disclaimer of Representations**

Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) Use, or if that land is once Used for a particular use, such Use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Governing Documents.

### **20.5 References to the Covenants in Deeds**

Deeds or any instruments affecting any Lot or any part of the Project may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner of all Lots within the Project and upon all other Persons claiming an interest in any Lot through any instrument and upon such Persons' executors, administrators, successors and assigns.

### **20.6 List of Owners and Eligible Members**

The Board shall maintain up-to-date Records showing: (1) the name of each Person who is an Owner, the Lot number and street address of the Lot which is owned by the Owner, an alternate preferred address of such Person, if any has been registered with the Association, and the number of votes the Owner



is entitled to cast; and (2) the name of each Person who is an Eligible Mortgagee, and the address of such Person and the Lot which is encumbered by the Mortgage held by such Eligible Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Lot, the transferee shall furnish the Board with evidence establishing that the transfer has occurred in the form of a Deed or other instrument accomplishing the transfer which has been Recorded. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot obtained from the Office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such Person, unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for purposes deemed appropriate by the Board upon such Owner's written request and upon such Owner's payment of any copying charges and such Owner's execution of a privacy and nondisclosure statement prepared by the Board. In order for the Board to determine whether an Owner's written request for a list of the Owners or for other documents and Records maintained by the Board will be granted, the Owner's written request must be specific as to the types of Records being requested, and the Owner shall identify in the written request the purpose for which the Records are being requested. The Board shall then determine whether the purpose is proper and whether the Owner's request is made in good faith. The Board shall also determine whether the Records requested by the Owner are directly connected to the purpose deemed proper by the Board. In all cases, the Board shall comply with the requirements of Utah Code Ann. § 57-8a-227 or any successor statutes, in responding to an Owner's request to examine or copy any of the Records of the Association.

#### **20.7 General Obligations**

Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Lots, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Lot, unless otherwise expressly provided herein.

#### **20.8 Rights of Action**

Subject to the provisions of this Declaration, the Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association.

#### **20.9 Successors and Assigns of Declarant**

Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

#### **20.10 Gender and Number**

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

#### **20.11 Captions and Titles**

All captions, titles or headings of the *Articles* and *Sections* in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

#### **20.12 Notices**

Any notice permitted or required to be delivered as provided herein shall be delivered consistent with the processes described in the Bylaws.

#### **20.13 Number of Days**

In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

#### **20.14 Use of Lilac Hill East Term**

No Person shall use the term “Lilac Hill East” or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term “Lilac Hill East” in printed or promotional materials where such term is used solely to specify that a particular Lot is located within the Project.

#### **20.15 Power of Attorney**

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

*[Signatures to follow on next page]*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first above written.

LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
a Utah non-profit corporation

By: \_\_\_\_\_  
Its: President

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the President of LILAC HILL EAST OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR LILAC HILL EAST**

**LEGAL DESCRIPTION OF THE PROPERTY**

DRAFT

**EXHIBIT B**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LILAC HILL EAST**

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**ARTICLE OF INCORPORATION  
OF  
LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
A Utah non-profit corporation**

**EXHIBIT C**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR LILAC HILL EAST**

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**BYLAWS OF**  
**LILAC HILL EAST OWNERS ASSOCIATION, INC.**



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## BYLAWS OF

## LILAC HILL EAST OWNERS ASSOCIATION, INC.

### ARTICLE 1 – NAME, OFFICE, DEFINITIONS

#### **1.01 Name**

Lilac Hill East Owners Association, Inc. (the “Association”) is a Utah nonprofit corporation.

#### **1.02 Principal Office.**

The Association’s principal office shall be initially located at \_\_\_\_\_ Park City, UT 84060. The Association may change its principal office to the office of any professional management company retained by the Association to perform some of the duties of the Association arising under the Declaration.

#### **1.03 Definitions.**

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms herein shall have the same meaning as set forth in Article I of the Declaration of Covenants, Conditions, Easements and Restrictions for Lilac Hill East (the “Declaration”), as Recorded, and as may be amended and supplemented from time to time unless otherwise defined herein or under the Utah Revised Nonprofit Corporation Act, *Section 16-6a-et seq. of the Utah Code* (the “Act”) for which these Bylaws shall operate.

### ARTICLE 2 – MEMBERSHIP, VOTING AND MEETINGS.

#### **2.01 Membership and Voting**

Provisions governing Membership in the Association and the voting rights of its Members are set forth in *Article VII* of the Declaration.

#### **2.02 Annual Meeting**

The annual meeting of the Owners shall be held at a time designated by the Board during the month of January each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

#### **2.03 Special Meetings**

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by (1) the president voluntarily, (2) by a majority of the Directors or (3) by the president at the written request of Owners entitled to vote thirty percent (30%) or more of the total votes of

the Members of the Association with such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

#### **2.04 Place of Meetings**

The Board may designate the Association's principal offices or any place within Wasatch or Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

#### **2.05 Notice of Meeting**

The Board shall cause written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each Owner entitled to vote at such meeting. Notice shall be delivered in accordance with *Section 10.02 herein*. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a Record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the Person or Persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

(a) Adjourned or Rescheduled Meetings. If an annual or special meeting of the Members is adjourned to a different date, time or place, notice need not be given if the rescheduled meeting is no earlier than 24 hours and no later than twenty (20) days of the original meeting and is announced at the original meeting before adjournment.

#### **2.06 Quorum**

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of 20% or more Owners entitled to vote shall constitute a quorum. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time consistent with *Section 2.05(a)* above. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting. Notwithstanding the foregoing provisions of this *Section*, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

#### **2.03 Proxies**

Votes may be cast in person or by proxy. Proxies must comply with *Section 16-6a-712* of the Utah Code, as such *Section* of the Utah Code may be amended, supplemented or replaced from time to time. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. Timely submitted proxies shall remain effective for adjourned or rescheduled meetings. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

#### **2.04 Majority Vote**

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

### **ARTICLE 3 - BOARD OF DIRECTORS**

#### **3.01 Number and Election of Directors**

The Board of Directors (the "Board") shall consist of three (3) or five (5) Directors. There shall be three (3) initial Directors, appointed by Declarant, identified in the Articles set forth in Exhibit B attached hereto and incorporated herein. The initial Board shall be controlled by Declarant until the expiration of the



Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

### **3.02 Director Qualifications**

After the Period of Declarant Control expires, Directors shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as a Director of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or Director of the Association to also be an Owner.

### **3.03 Removal, Resignation, and Replacement of Directors**

(a) Removal of Directors. During the Period of Declarant Control, Declarant shall appoint and remove any and all Directors. After the expiration of the Period of Declarant Control, each Director may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

(b) Resignations. Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Replacement of Directors. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by the remaining Directors until the next annual meeting of Owners, at which time the Owners shall elect a Director to fulfill the then-remaining term of the replaced Director. Any Director elected or appointed pursuant to this *Section* shall hold office for the remainder of the unexpired term of the Director who was replaced.

### **3.04 Regular Meetings**

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

### **3.05 Special Meetings**

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone or by electronic means (i.e. e-mail, text messaging or other

similar manner). Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

### **3.06 Quorum**

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

### **3.07 Waiver of Notice**

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director, except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

### **3.08 Informal Action by Directors**

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing (which may include consent by email without a signature), setting forth the action so taken, shall be signed (or approved by email without a signature) by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

## **ARTICLE 4 - OFFICERS AND AGENTS**

### **4.01 General**

The officers of the Association shall be a president, vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One Person may hold any two offices, except that no Person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

### **4.02 Officer Qualifications**

After the Period of Declarant Control expires, officers shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as an officer of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation.

### **4.03 Removal of Officers**

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

### **4.04 Vacancies**

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

#### **4.05 President**

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and Record amendments to the Declaration on behalf of the Association.

#### **4.06 Vice President**

The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board or the president shall prescribe. If neither the president nor the vice president is able to act, the Board shall appoint a Member of the Board to do so on an interim basis.

#### **4.07 Secretary**

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- (c) be custodian of the corporate Records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- (d) maintain at the Association's principal offices a Record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is Mortgaged, the name and address of each Mortgagee; and
- (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

#### **4.08 Treasurer**

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

### **ARTICLE 5 - COMMITTEES**

#### **5.01 Designation of Committees**



The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

#### **5.02 Proceedings of Committees.**

Each committee designated by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

#### **5.03 Quorum and Manner of Acting**

At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

#### **5.04 Resignation and Removal**

Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

#### **5.05 Vacancies**

If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

### **ARTICLE 6 - INDEMNIFICATION**

#### **6.01 Indemnification: Third Party Actions.**

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or

she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

#### **6.02 Indemnification: Association Actions.**

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

#### **6.03 Determinations.**

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in *Sections 6.01 or 6.02* hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under *Sections 6.01 or 6.02* hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in *Sections 6.01 or 6.02* hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

#### **6.04 Advances**

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

#### **6.05 Scope of Indemnification.**

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding

such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

#### **6.06 Insurance**

The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

#### **6.07 Payments and Premiums**

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Area Expenses of the Association and shall be paid with funds from the Association.

### **ARTICLE 7- EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS**

#### **7.01 Proof of Ownership**

Upon the transfer of a fee or an acceptance of a Deed to a Lot in the Project, any Person becoming an Owner shall furnish to the Association a photocopy or a certified copy of the Deed or Recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

#### **7.02 Registration of Mailing Address**

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

#### **7.03 Liens; Mortgagees**

Any Owner who Mortgages or grants a deed of trust securing such Owner's Lot shall give the Association written notice of the name and address of the Eligible Mortgagee.

### **ARTICLE 8 - SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the irrevocable right to constitute and appoint a holder of a Mortgage or Deed of trust their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the Mortgage or



Deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a Deed of trust, of their duties and obligations as Owners or to impose upon the holder of a Mortgage or Deed of trust the duties and obligations of an Owner.

#### ARTICLE 9 - AMENDMENTS

##### **9.01 By Directors.**

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

##### **9.02 Owners**

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least fifty-one percent (51%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

#### ARTICLE 10 - MISCELLANEOUS

##### **10.01 Notice to Association and Board**

(a) During Period of Declarant Control. During the Period of Declarant Control, all notices to the Association or the Board shall be sent to (i) the Registered Agent of the Declarant as registered with the Utah Department of Commerce by first class mail, (ii) to the principal office of the Association or to such other address as the Board may hereafter designate from time to time by first class mail and (iii) to the primary contact of the Association identified in the registry required by *Section 57-8a-105* of the Utah Code by email, with a copy sent to the email address of the Association's professional manager if the Association is professionally managed.

(b) After expiration of Period of Declarant Control. All notices to the Association or the Board shall be sent to (i) to the principal office of the Association as registered with the Utah Department of Commerce or to such other address as the Board may hereafter designate from time to time and (ii) to the primary contact of the Association by email, which may be a professional manager if the Association is professionally managed or the individual identified in the registry required by *Section 57-8a-105* of the Utah Code.

##### **10.02 Notices to Owners**

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including email, text message, and/or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. If notice is mailed, such notice shall be deemed to be delivered

when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Co-Owners. If a Lot is jointly owned, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

### **10.03 Affairs, Electronic Means**

Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

### **10.04 Waiver, Precedent and Estoppel**

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

### **10.05 Appeals; Informal Hearing Procedures**

An Owner who has been deemed a Non-Conforming Member and has been assessed a fine by the Board or receives a decision from a Board-appointed Committee that the Owner disputes, may request an informal hearing before the Board within thirty (30) days after the day on which the Owner receives notice of the fine or decision. If the Owner fails to timely request a hearing in writing, the Non-Conforming Member shall be deemed to have waived the right to a hearing. The Board shall not be required to conduct a hearing unless the Non-Conforming Member formally and timely requests a hearing in writing. The following procedures shall apply for any Owner who requests an informal hearing:

(a) At the appeal hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses related to the fine or citation and/or claims related to a Committee decision. Any participant may participate in the hearing by means of electronic communication so long as all participants can hear one another speak. The Owner may have counsel present at the hearing at the Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating a hearing conducted pursuant to this *Section*.

(b) Following the hearing, the Board of Trustees shall meet in executive session to discuss whether satisfactory proof was presented to show *extenuating circumstances* to justify the Member's non-confirming behavior or to overturn a decision. If a majority of the Board is required to affirm or overturn the prior assessment of a fine or a decision of a committee and the Board shall

issue an opinion consistent thereto. If the Board's decision is unfavorable to the Non-Conforming Member, as the case may be, the Board may affirm the initial fine and impose reasonable continuing fines and other monetary penalties, which shall constitute a lien upon the Lot until paid, and/or suspend the Non-Conforming Member's right to vote. The Board may also provide the Non-Conforming Member a final deadline to cure the violation if a cure is possible before the initial fine or additional fines become due or an Owner's privileges are suspended. If an Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives or is deemed to receive a final decision. All decisions of the Board are final unless an Owner appeals by initiating a civil suit consistent with *Section 57-8a-202* of the Utah Code.

(c) The Board shall deliver notice of its decision to the Owner by Certified Mail (return receipt requested) and via first-class mail to the Owner's registered address or email to the Owner's email address on file within seven (7) days of the date of the hearing. If Non-Conforming Member does not cure the offense within the number of days noted in the decision, the Board or its delegate agents shall have the power to impose additional fines and/or suspend privileges pursuant to the authority granted in the Association's Governing Documents.

(d) The procedures outlined in this Section may be applied to any decision by an agent of the Association and all violations of the Association's Governing Documents and does not preclude the Association from exercising other enforcement procedures authorized by the Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.

#### **10.06. Conflicts**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **10.07 Invalidity: Number: Captions**

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

#### **10.08 Fiscal Year**

The fiscal year of the Association shall be such as may from time to time be established by the Board. The initial fiscal year of the Association upon formation by Declarant shall be a calendar year.

#### **10.09 Conduct of Meeting**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with these Bylaws.

#### **10.10 Other Provisions**

The Declaration contains certain other provisions relating to the administration of Lilac Hill East, which provisions are hereby incorporated herein by reference.



*Continue to Next Page for Signature*

IN WITNESS WHEREOF, the Association has caused the Bylaws to be executed by an officer duly authorized to execute the same this \_\_\_\_ day of \_\_\_\_\_, 2023.

LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
a Utah non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the President of LILAC HILL EAST OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_

## Exhibit F – Public Input

Rebecca,

Thank you for the recent information you provided to me regarding the upcoming Conditional Use Permit applications for Nightly Rentals for the new Lilac Hill homes at 729 and 755 Rossie Hill Drive. You were very helpful and I appreciate your responsiveness. This email provides the comments I would like included in the packet for the Planning Commission meeting on June 28, 2023. Please confirm that you received this message and that it will be included in the packet.

My husband and I are full-time residents of Sunspot Condos, which are directly across Deer Valley Drive from Rossie Hill. Although we were sorry to see the original miner's cabins modified, we are thrilled with the way the project has turned out. The decision to create single family residences has increased the neighborhood feel of this lower Deer Valley community.

However, the request to permit nightly rentals is contrary to this neighborhood feel. I've summarized our comments below:

1) **Parking** - The new homes have very limited garage space or off-street parking. Nightly rentals are typically "event" rentals - not family vacations, which means for homes with 4 - 5 bedrooms the number of cars could be significant and most will park on a street that already has parking issues.

2) **Party houses** - As we have already seen throughout our community, nightly rentals are often party houses (for example, recent new builds in Solamere). Many communities in Park City are now moving to minimum stays - often 5 or more nights - to reduce noise and bad behavior. We should learn from those previous mistakes and be proactive about new requests. Let's not have another reason to call out the Park City Police for noise complaints.

3) **Saturation of nightly rentals** - Numerous "grandfathered" nightly rentals already exist in the neighborhood. One of the messages in the recently produced "Sustainable Tourism Plan for Park City" is for residents to feel connected to the community. Another message in the plan is for residents to support tourism. Allowing yet more nightly rental is counter to those efforts.

I appreciate the opportunity to comment on this important issue and I hope the Planning Commission will consider these points and refuse the request to grant nightly rentals for these properties.

Best regards,

Rachel and Scott Sahlman  
625 Deer Valley Drive, Unit A2  
Park City, UT 84060



WHEN RECORDED, RETURN TO:

HOGGAN LEE HUTCHINSON  
Attn: Matthew B. Hutchinson  
1225 Deer Valley Drive, Suite 201  
Park City, Utah 84060

Parcel Nos. LHES-2, LHES-4

## DECLARATION OF PARKING EASEMENT

THIS DECLARATION OF PARKING EASEMENT (this “**Declaration**”) is hereby made on this \_\_\_\_ day of \_\_\_\_\_, 2023, by LILAC HILL EAST DEVELOPMENT, INC, a Delaware corporation (“**Declarant**”).

### RECITALS

A. WHEREAS, Declarant is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah commonly known as 751 Rossie Hill Drive, Park City, Utah 84060 and which is more particularly described on **Exhibit A** hereto (the “**Burdened Parcel**”);

B. WHEREAS, Declarant is also the fee simple owner of that certain parcel of real property located in Summit County, State of Utah commonly known as 729 Rossie Hill Drive, Park City, Utah 84060 and which is more particularly described on **Exhibit B** attached hereto (the “**Benefited Parcel**”); and

C. WHEREAS, by this Declaration, Declarant intends to dedicate a permanent parking easement for the benefit of the Benefited Parcel on that certain area comprising a portion of the Burdened Parcel described on **Exhibit C** hereto (the “**Easement Area**”) on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares as follows:

### DECLARATION

1. **Dedication of Parking Easement.** Declarant hereby dedicates a perpetual and exclusive parking easement (the “**Parking Easement**”) over, under, and across the Easement Area described on Exhibit C hereto, for the purposes hereinafter stated, subject to the terms, conditions, and limitations set forth in Section 2 below.

2. **Purpose of Parking Easement.** The purpose of the Parking Easement is for the parking of vehicles by the owner, guests, contractors and other invitees residing in or visiting the Benefited Property. The Parking Easement granted herein is to be used solely by the owner(s) of the Benefited Property and their guests, contractors and other invitees, but not the public at large.

3. **Improvements and Maintenance.** Except to the extent such duties have been assumed by the Lilac Hill East Owners Association, the owner(s) of the Benefited Parcel will be

solely responsible for all costs associated with the installation, maintenance and repair to the Easement Area and for all insurance and other liabilities thereof.

4. **Ingress and Egress.** The owner(s) of the Benefited Parcel, their successors and assigns and their employees, agents, contractors and representatives shall have the right of ingress and egress in, to, through, over, under, above and across the Burdened Parcel for access to and from the Easement Area for the specific purposes articulated in Section 2 above.

5. **Continuing Rights of Burdened Parcel Owner.** The owner(s) of the Burdened Parcel shall have the right to use any portion of the Burdened Parcel not comprising the Easement Area, provided that no such use shall interfere with or frustrate the purposes of the Easement set forth in Section 2 above.

6. **Indemnification.** The owner(s) of the Benefited Parcel, shall defend, indemnify and hold harmless the owner(s) of the Burdened Parcel from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from the use of the Easement Area or from the exercise of any rights granted by this Agreement; excepting, however, that the owner(s) of the Burdened Parcel shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from their own negligence or the negligence of their contractors, employees, or agents.

7. **Insurance.** The owner(s) of the Benefited Parcel shall ensure that each of their contractors, consultants, or agents performing work on behalf of said owners procure and maintain insurance coverage sufficient to protect the interests of the owner(s) of the Burdened Parcel.

8. **Liens.** The Easement Area shall remain free and clear of all liens and encumbrances arising from the exercise by the owner(s) of the Benefited Parcel's rights under this Agreement.

9. **Amendment.** This Agreement may be modified or amended only upon the mutual written consent of Park City Municipal Corporation, whose approval of certain rights to the Benefited Parcel this Declaration was a condition, and by the owner(s) of the Benefited Parcel and the Burdened Parcel or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

10. **Benefits, Burdens and Parties.** All benefits and burdens arising under this Agreement shall run in favor of the owners of the Benefited Parcel and the Burdened Parcel, and their respective successors and assigns, and shall run with title to the Benefited Parcel and the Burdened Parcel.

11. **Governing Law; Venue.** The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Summit County, Utah.

12. **Paragraph Headings and Severability of Terms.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and

provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

13. **Enforcement.** If the owner(s) of the Burdened Parcel or the Benefited Parcel fail to perform or breach any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction.

14. **Effective Date.** The Effective Date of this Declaration shall be the date on which this Declaration is executed and recorded in the office of the Summit County Recorder.

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

**DECLARANT:**

LILAC HILL EAST DEVELOPMENT, INC., a  
Delaware corporation

\_\_\_\_\_  
Keith Leonard, Director

State of Utah                 )  
                                          :SS  
County of Summit         )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Keith Leonard, whose identity is personally known to me or proven on the basis of satisfactory evidence, did affirm that he executed the foregoing document in his capacity as a duly authorized Director of Lilac Hill East Development, Inc. for its stated purpose.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**BURDENED PARCEL**

**LOT 4, LILAC HILL EAST SUBDIVISION...**

Tax Parcel No.: LHES-4

**EXHIBIT B**  
**BENEFITED PARCEL**

**LOT 2, LILAC HILL EAST SUBDIVISION...**

Tax Parcel No.: LHES-2

## **EXHIBIT C**

### **EASEMENT AREA**

#### **LILAC HILL EAST SUBDIVISION PARKING EASEMENT**

June 23, 2023

An easement located in the northwest quarter of the southwest quarter of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

Beginning at a point South 00°30'11" West 743.54 feet coincident with the section line and West 822.83 feet from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the southwesterly most corner of Lot 3, Lilac Hill East Subdivision, recorded June 1, 2021, as Entry No. 1164826 in the Office of the Recorder, Summit County, Utah, said point also being the northwesterly most corner of Lot 4, Lilac Hill East Subdivision; and running thence coincident with the common boundary of said Lots 3 & 4 South 78°45'20" East 29.49 feet to a driveway easement as shown on said Lilac Hill East Subdivision plat; thence coincident with said driveway easement South 11°14'40" West 13.25 feet; thence North 78°45'20" West 29.80 feet to the west boundary of said Lot 4; thence coincident with said west boundary of Lot 4 North 12°33'16" East 13.25 feet to the point of beginning.

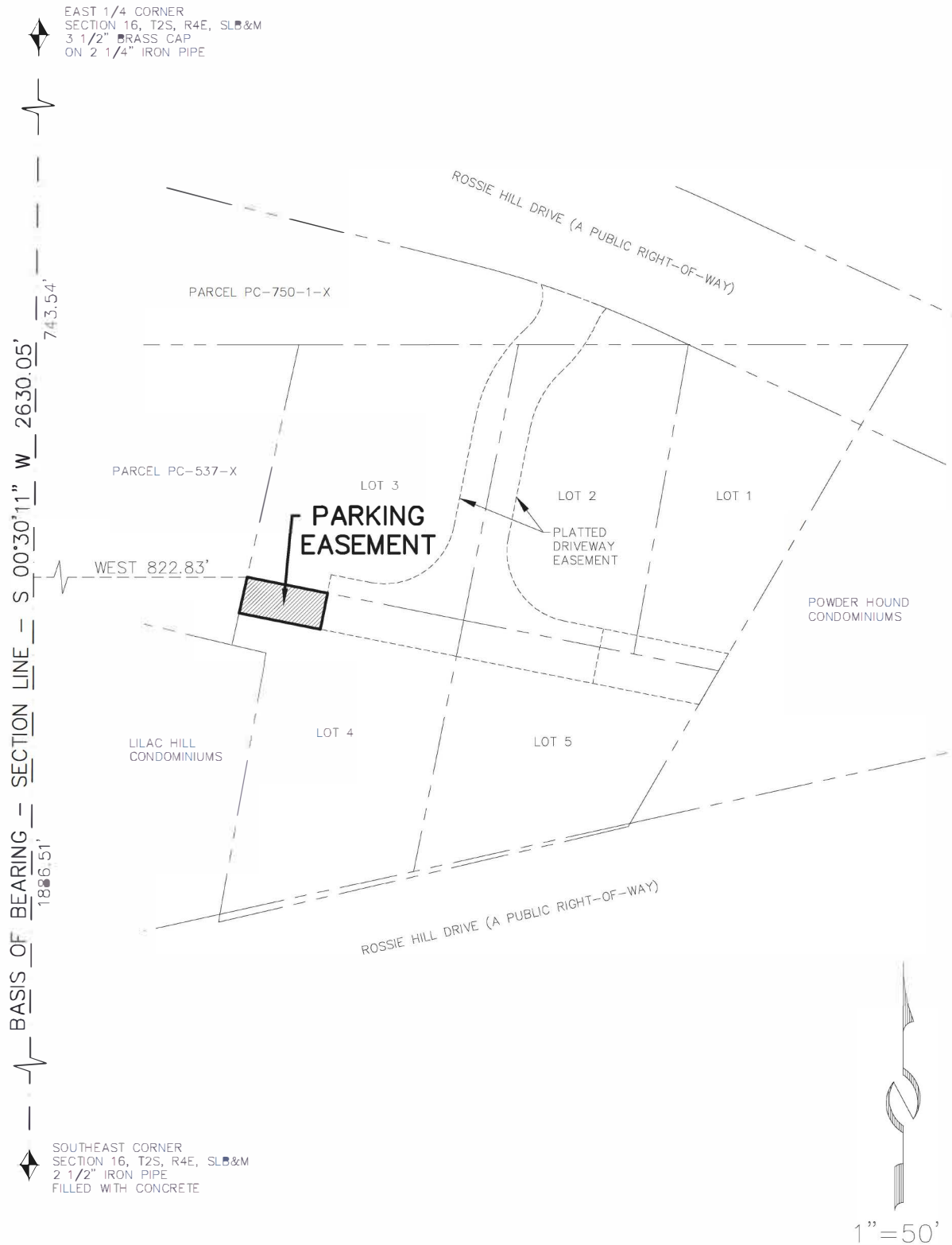
The basis of bearing for the above description is South 00°30'11" West 2630.05 feet between a 3 1/2" brass cap on a 2 1/4" iron pipe at the east quarter corner of Section 16 and a 2 1/2" iron pipe filled with concrete at the southeast corner of Section 16.

Description contains 393 square feet.

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# PARKING EASEMENT FOR THE BENEFIT OF 729 ROSSIE HILL DRIVE



6/23/23

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# Planning Commission Staff Report



**Subject:** 755 Rossie Hill Drive  
**Application:** PL-23-05605  
**Authors:** Rebecca Ward, Assistant Planning Director  
Jack Niedermeyer, Planner I  
**Date:** July 12, 2023  
**Type of Item:** Nightly Rental Conditional Use Permit

## Recommendation

(I) Review the nightly rental Conditional Use Permit for 755 Rossie Hill Drive, (II) hold a public hearing, and (III) consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

## Description

**Applicant:** Lilac Hill East Development, Inc.  
Represented by Justin Keys

**Location:** 755 Rossie Hill Drive

**Zoning District:** Historic Residential Low - Density  
Lower Rossie Hill Subzone

**Adjacent Land Uses:** Multi-Unit Dwellings, Recreation and Open Space

**Reason for Review:** The Planning Commission Reviews and takes Final Action on Conditional Use Permits (LMC [§ 15-1-8\(G\)](#))

CUP Conditional Use Permit  
HRL Historic Residential Low - Density  
LMC Land Management Code  
SFD Single Family Dwelling

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

## Summary

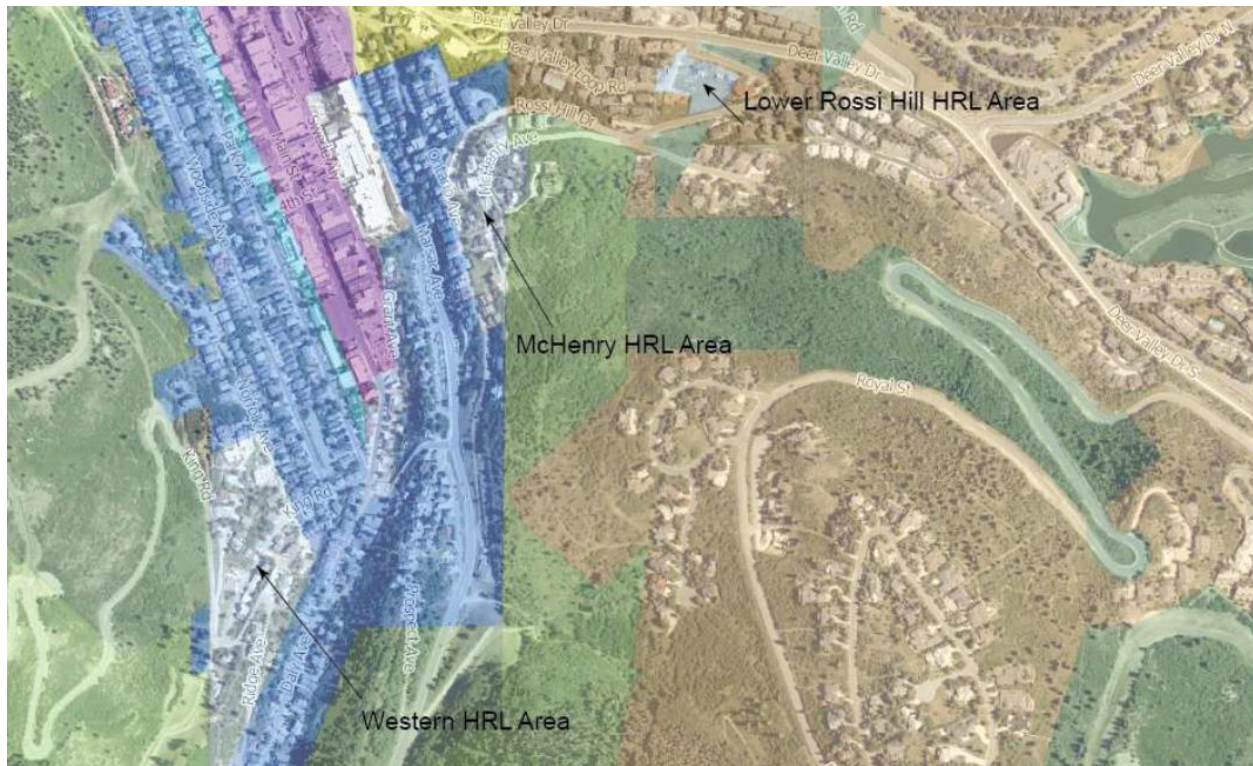
Nightly rentals in the Lower Rossie Hill subzone of the Historic Residential Low – Density (HRL) Zoning District require a CUP. The Applicant requests a nightly rental Conditional Use Permit (CUP) for 755 Rossie Hill Drive, a Single-Family Dwelling (SFD) within the Lower Rossie Hill subzone of the HRL Zoning District (Exhibit B: Applicant's Statement<sup>1</sup>).

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<sup>1</sup> Note the Applicant originally applied for a nightly rental CUP for 729, 741, and 755 Rossie Hill. 741 Rossie Hill is still under construction and the Applicant withdrew that application.

## **Background**

The HRL Zoning District has three subzones: the Western, the McHenry, and the Lower Rossie Hill:



The Lower Rossie Hill subzone includes five Single-Family Dwellings within the Lilac Hill East Subdivision (Exhibit C). 755 Rossie Hill Drive is Lot 3 of the Lilac Hill East Subdivision. The Applicant submitted an application for two of the five properties – 729 and 755 Rossie Hill Drive.

## **Analysis**

**(I) The proposal for a nightly rental Conditional Use Permit complies with LMC Chapter 15-2.1 *Historic Residential Low – Density Zoning District*.**

LMC [§ 15-2.1-2\(B\)\(1\)](#) states nightly rentals in the HRL Zoning District in the Lower Rossie Hill subzone require a CUP. LMC [§ 15-2.1-2\(B\)\(1\) footnote 2](#) establishes additional requirements for nightly rentals in the Lower Rossie Hill subzone:

- Nightly rental agreements shall include language that limits the vehicles allowed to the number of on-site parking spaces
- Property management contact information shall be displayed in a prominent location inside the nightly rental



Staff recommends Conditions of Approval to ensure these requirements are met, outlined in detail below.

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

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC [§ 15-1-10](#).

**1. Size and location of the site.**

***No unmitigated impacts***

755 Rossie Hill Drive is a Single-Family Dwelling located on a 0.17-acre lot. The Single-Family Dwelling complies with HRL Zoning District Lot and Site Requirements outlined in LMC [§ 15-2.1-3](#).

Nightly rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code. To complete the nightly rental business license application process, the Building Department must complete an inspection. As part of the inspection, the Building Department determines the maximum occupancy to ensure that the appropriate emergency escape and rescue openings are provided.

**2. Traffic considerations including capacity of the existing Streets in the Area.**

***Condition of Approval Recommended***

755 Rossie Hill Drive is accessed by a private drive from Rossie Hill Drive. There will not be a significant change in traffic generated for the property as a nightly rental compared to a Single-Family Dwelling and nightly rentals will be limited to no more than two vehicles.

As noted above, nightly rental agreements for properties within the Lower Rossie Hill subzone must limit the number vehicles for the nightly rental to the number of on-site parking spaces. The Applicant submitted a draft nightly rental agreement form and section 13 limits guests to two vehicles. Staff recommends this be amended to the following:

**Condition of Approval 1** – Prior to submitting a nightly rental business license application, the Applicant shall amend the nightly rental agreement for 755 Rossie Hill Drive to limit guests to a maximum of two vehicles, which must be parked within the two-car garage on the property. Parking on the private driveway accessing 755 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.

**3. Utility capacity, including Storm Water run-off.**  
***No unmitigated impacts***

Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.

**4. Emergency vehicle Access.**  
***Condition of Approval Recommended***

The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: “[d]rives... shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty foot (20’) wide clear space, it will not be allowed and shall be signed ‘No Parking.’”

On May 2, 2023, the Engineering Department and Park City Fire District reviewed the proposed nightly rental Conditional Use Permit and recommend the following:

**Condition of Approval 2** – The Applicant install “No Parking” signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to submitting a nightly rental business license application.

**5. Location and amount of off-Street parking.**  
***Conditions of Approval Recommended***

The LMC requires two parking spaces for a Single-Family Dwelling.<sup>2</sup> The existing Single-Family Dwelling includes a two-car garage and on-site parking is satisfied.

To ensure there is no off-site parking on the private driveway, or along Rossie Hill Drive or the surrounding neighborhood, staff recommends Condition of Approval 1 described in Section (I)(2) above.

**6. Internal vehicular and pedestrian circulation system.**  
***No unmitigated impacts***

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<sup>2</sup> [LMC § 15-3-6\(A\)](#)

No changes to internal vehicular or pedestrian circulation are proposed.

**7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.**  
***No unmitigated impacts***

No changes to fencing, screening, or landscaping are proposed as part of this CUP.

The five Single-Family Dwellings in the Lower Rossie Hill subzone within the HRL Zoning District are surrounded by residential properties within the Residential Medium Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District (LMC [§ 15-2.15-2\(A\)\(7\)](#)). The Lower Rossie Hill subzone includes Recreation Open Space buffers from adjacent uses to the west, north, and south:



**8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.**  
***No unmitigated impacts***

No change is proposed.

**9. Usable Open Space.**  
***No unmitigated impacts***

No change is proposed.

**10. Signs and lighting.**



### ***Conditions of Approval Recommended***

No signs are proposed. The outdoor lighting must conform to the Dark Sky Code outlined in LMC [Section 15-5-5\(J\)](#).

**Condition of Approval 3** – Outdoor sign installations advertising the nightly rental are prohibited.

**Condition of Approval 4** – Outdoor lighting shall be fully shielded and down directed with bulbs 3,000 degrees Kelvin or less prior to applying for a nightly rental business license.

#### **11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.**

##### ***No unmitigated impacts***

No changes are proposed.

#### **12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site.**

##### ***Condition of Approval Recommended***

**Condition of Approval 5** – The property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental. Violation of Municipal Code of Park City [Chapter 6-3 Noise](#), illegal conduct, or any other abuse which violates nightly rental regulations or these Conditions of Approval is grounds for business license revocation.

#### **13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas.**

##### ***Condition of Approval Recommended***

**Condition of Approval 6** – Trash receptacles shall be stored on site and screened, and placed for trash pickup according to the Municipal Code of Park City [§ 6-1-11](#), which prohibits trash receptacles from being set out for collection prior to 6:00 PM of the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.

**Condition of Approval 7** – Trash cans shall not be left at the curb for any period in excess of 24 hours and the property must be kept free from accumulated garbage and refuse.

#### **14. Expected ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial**

**tenancies, how the form of Ownership affects taxing entities.**  
***Condition of Approval Recommended***

755 Rossie Hill Drive is privately owned. The property will be part of the Lilac Hill East Homeowner Association (Exhibit E, Draft Covenants, Conditions and Restrictions). The driveway to 755 Rossie Hill Drive is heated. Maintenance of the private driveway that accesses the five Lilac Hill East Single-Family Dwellings will be plowed and maintained by the Homeowner Association.

**Condition of Approval 8** – The Lilac Hill East Homeowner Association Covenants, Conditions and Restrictions shall be recorded prior to applying for a nightly rental business license and shall include required snow removal and maintenance of the private drive from Rossie Hill Drive leading to the five Single-Family Dwellings.

Municipal Code of Park City [§ 4-5-3](#) requires the following for nightly rental management, included as Conditions of Approval:

**Condition of Approval 9** – The licensee for nightly rentals shall be the property owner. The local representative shall be deemed the responsible party.

**Condition of Approval 10** – Updated property management contact information shall be displayed in a prominent location inside the nightly rental.

**Condition of Approval 11** – The nightly rental shall be property managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services to the two on-site parking spaces within the two-car garage; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.

**Condition of Approval 12** – The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the nightly rental. The responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.

**Condition of Approval 13** – The nightly rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.

**15. Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site. No unmitigated impacts**

No exterior changes are proposed. The property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.

**16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding. No unmitigated impacts**

Objective 7C of the General Plan is to focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley.

755 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and ticket office at Deer Valley, as shown in the image below taken from Google Earth:



**(IV) The Development Review Committee reviewed the Application on May 2, 2023.<sup>3</sup>**

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



The Engineering Department and Park City Fire District recommend Conditions of Approval, outlined in the analysis above.

### **Department Review**

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

### **Notice**

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on May 30, 2023. Staff mailed courtesy notice to property owners within 300 feet on May 30, 2023. The *Park Record* published notice on May 31, 2023.<sup>4</sup> On June 13, 2023, the Planning Commission opened a public hearing and continued the item to June 28, 2023, to allow the Applicant additional time to finalize the submittal. On June 28, 2023, the Planning Commission opened a public hearing and continued the item to July 12, 2023.

### **Public Input**

Please see Exhibit F.

### **Alternatives**

- The Planning Commission may approve the Conditional Use Permit;
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date uncertain.

### **Exhibits**

Exhibit A: Draft Final Action Letter

Exhibit B: Applicant's Statement

Exhibit C: Lilac Hills East Subdivision Plat

Exhibit D: Draft Nightly Rental Agreement

Exhibit E: Draft Covenants, Conditions and Restrictions

Exhibit F: Public Input

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<sup>4</sup> LMC [§ 15-1-21](#)



## Planning Department

July 12, 2023

Lilac Hill East Development, Inc.  
755 Rossie Hill Drive  
Park City, Utah 84060  
CC: Justin Keys, Hoggan Lee Hutchinson

### NOTICE OF PLANNING COMMISSION ACTION

#### Description

Address: 755 Rossie Hill Drive

Zoning District: Historic Residential Low Density (HRL)  
Lower Rossie Hill Subzone

Application: Conditional Use Permit

Project Number: PL-23-05605

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 12, 2023

Project Summary: The applicant requests nightly rental Conditional Use Permit.

#### Action Taken

On July 12, 2023, the Planning Commission conducted a public hearing and approved the nightly rental Conditional Use Permit for 755 Rossie Hill Drive according to the following findings of fact, conclusions of law, and conditions of approval:

#### Findings of Fact

1. 755 Rossie Hill Drive is in the Lower Rossie Hill subzone of the Historic Residential-Low Density (HRL) Zoning District.
2. The Lower Rossie Hill subzone of the HRL Zoning District includes five Single-Family Dwellings that are part of the Lilac Hills East Subdivision.
3. 755 Rossie Hill Drive is Lot 3 of the Lilac Hills East Subdivision.
4. 755 Rossie Hill Drive is located on a 0.17-acre parcel.
5. 755 Rossie Hill Drive is accessed by a twenty-foot-wide shared private drive from Rossie Hill Drive. The private drive accesses all five Single-Family Dwellings



## Planning Department

within the Lilac Hills East Subdivision.

6. **Size and location of the site** – The Single-Family Dwelling complies with HRL Zoning District Lot and Site Requirements outlined in LMC § 15-2.1-3.
7. **Traffic** – 755 Rossie Hill Drive is accessed by a private drive from Rossie Hill Drive. There will not be a significant change in traffic generated for the property as a nightly rental compared to a Single-Family Dwelling and nightly rentals will be limited to no more than two vehicles.
8. **Utility Capacity** – Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.
9. **Emergency access** – The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: “[d]rives... shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty foot (20’) wide clear space, it will not be allowed and shall be signed ‘No Parking.’” The Conditional Use Permit is conditioned on no parking along the private driveway.
10. **Off-Street Parking** – The LMC requires two parking spaces for a Single-Family Dwelling. The existing Single-Family Dwelling includes a two-car garage and on-site parking is satisfied.
11. **Internal vehicular and pedestrian circulation system** – no changes are proposed.
12. **Fencing, Screening, and Landscaping** – no changes are proposed. The Lower Rossie Hill HRL subzone is surrounded by properties within the Residential Medium Zoning District, where nightly rentals are allowed. Recreation Open Space buffers the Lower Rossie Hill HRL subzone to the west, north, and south.
13. **Building mass, bulk, and orientation** – no changes are proposed.
14. **Usable Open Space** – no changes are proposed.
15. **Signs and lighting** – sign installations are prohibited, and outdoor lighting must comply with the Dark Sky Code.
16. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing** – no changes are proposed.
17. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site** – the property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental.
18. **Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas** – trash receptacles shall be stored on site and screened.
19. **Expected ownership and management of the nightly rental** – the property will be part of the Lilac Hill East Homeowner Association.
20. **Environmentally sensitive lands** – the property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.
21. **Consistent with the General Plan** – Objective 7C of the General Plan is to





## Planning Department

focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley.

22. 755 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and Ticket Office at Deer Valley.
23. The Development Review Committee discussed the proposed nightly rental on May 2, 2023.
24. On May 30, 2023, staff published notice on the City and Utah Public Notice websites and posted notice to the property and mailed courtesy notice to property owners within 300 feet. The *Park Record* published notice on May 31, 2023.
25. On June 14, 2023, the Planning Commission opened a public hearing and continued the item to June 28, 2023, to allow the Applicant additional time to finalize the submittal. On June 28, 2023, the Planning Commission opened a public hearing and continued the item to July 12, 2023.

### **Conditions of Law**

1. The proposed application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Nightly Rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed nightly rental use is consistent with the Park City General Plan.
4. The effects of the difference in use or scale of the Nightly Rental have been mitigated through careful planning and Conditions of Approval.

### **Conditions of Approval**

1. Prior to submitting a nightly rental business license application, the Applicant shall amend the nightly rental agreement for 755 Rossie Hill Drive to limit guests to a maximum of two vehicles, which must be parked within the two-car garage on the property. Parking on the private driveway accessing 755 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.
2. The Applicant install “No Parking” signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to submitting a nightly rental business license application.
3. Outdoor sign installations advertising the nightly rental are prohibited.



## Planning Department

4. Outdoor lighting shall be fully shielded and down directed with bulbs 3,000 degrees Kelvin or less prior to applying for a nightly rental business license.
5. The property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental. Violation of Municipal Code of Park City Chapter 6-3 *Noise*, illegal conduct, or any other abuse which violates nightly rental regulations, or these Conditions of Approval is grounds for business license revocation.
6. Trash receptacles shall be stored on site and screened and placed for trash pickup according to the Municipal Code of Park City § 6-1-11, which prohibits trash receptacles from being set out for collection prior to 6:00 PM of the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.
7. Trash cans shall not be left at the curb for any period in excess of 24 hours and the property must be kept free from accumulated garbage and refuse.
8. The Lilac Hill East Homeowner Association Covenants, Conditions and Restrictions shall be recorded prior to applying for a nightly rental business license and shall include required snow removal and maintenance of the private drive from Rossie Hill Drive leading to the five Single-Family Dwellings.
9. The licensee for nightly rentals shall be the property owner. The local representative shall be deemed the responsible party.
10. Updated property management contact information shall be displayed in a prominent location inside the nightly rental.
11. The nightly rental shall be property managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services to the two on-site parking spaces within the two-car garage; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.
12. The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the nightly rental. The



## Planning Department

responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.

13. The nightly rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.
14. The property owner shall obtain and renew a valid nightly rental business license for this Conditional Use Permit to be valid.

If you have questions or concerns regarding this Final Action Letter, please contact [planning@parkcity.org](mailto:planning@parkcity.org).

Sincerely,

---

Laura Suesser, Planning Commission Chair

CC: Jack Niedermeyer





Justin Keys  
Justin@hlhparkcity.com

Direct: 435.731.9195

March 31, 2023

**VIA EMAIL**

Park City Municipal Corporation  
Park City Planning Department  
PO Box 1480  
Park City, Utah 84060

*Re: HRL Zone- Nightly Rental Conditional Use Application*

Dear Park City Planning Commission and Staff,

This firm represents Lilac Hill East Development, Inc., the owner and developer of that certain real property located on Deer Valley drive commonly known as 741, 729, and 755 Rossie Hill Drive, Parcel Nos. LHES-1, LHES-2, LHES-3 (the “Lilac Hill Properties”). Please accept this cover letter with the enclosed application for a Conditional Use Permit to operate nightly rentals on the Lilac Hill Properties.

Under Park City Land Management Code Section 15-2.1-2(B)(1), nightly rentals are listed as one of the permissible uses for properties located in the Historic Residential-Low Density Zone (the “HR-L Zone”). Nightly rentals are listed as potential conditional uses, subject to the following footnote:

For Nightly Rentals in the Lower Rossi Hill sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site parking spaces; and (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.

The conditional review process generally is set out in Park City Land Management Code Section 15-1-10. Subsection E of that provision is entitled “Review” and instructs the Planning Commission to “review each of the following items”:

1. *Size and location of the Site.*

Submitted as an enclosure with this application are several site plans that show the specific lots that are subject to this application along with the general area and surrounding uses.

2. *Traffic considerations including capacity of the existing Streets in the Area.*

The Lilac Hill Properties are serviced by a private drive with ample access and egress for the properties at issue. Because the drive is private, it will not impose any additional strain on the public streets. The private drive accesses lower Rossie Hill Drive, which quickly merges with Deer Valley Loop and Deer Valley Drive—a major arterial access road.

3. *Utility capacity, including Storm Water run-off.*

The proposed use is still residential in nature and will not have any additional impact on the utility capacity of the area, including storm water run-off.

4. *Emergency vehicle access.*

The private access drive is designed with a hammer-head configuration allowing for easy access and egress for emergency vehicles for all of the Lilac Hill Properties. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall.

5. *Location and amount of off-Street parking.*

The Lilac Hill Properties are more than adequately parked. Each of the individual lots has a private garage. Additionally, there is parking available in the entry driveways and along the private access drive. In short, there will be more than adequate parking for the individual Lilac Hill Properties without relying on any publicly available street parking.

6. *Internal vehicular and pedestrian circulation system.*

As discussed previously, the Lilac Hill Properties are serviced by a private drive with a hammerhead design. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall. The private drive is also lined by a sidewalk that accesses Rossie Hill Drive and, from there, Deer Valley Drive.

7. *Fencing, Screening, and landscaping to separate the Use from adjoining Uses.*

In this instance, the contemplated conditional use is similar or the same as adjoining uses. Thus, there is no need to screen this use from any others. The topography of the lot also provides

natural separation and privacy in addition to the abundant landscaping contemplated by the Applicant for the site.

8. *Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.*

The building massing, bulk, and orientation are such to minimize conflicts. As can be seen in the site plan exhibit provided, the surrounding uses are dense condominiums. The contemplated single-family homes are less dense and well space within the property. The contemplated development will have minimal impact on surrounding properties.

9. *Usable Open Space.*

The Lilac Hill Properties provide more than the code-based required open space. That open space consists primarily of landscaped area providing a buffer between the buildings internally and externally.

10. *Signs and lighting.*

All signage and lighting will be code compliant. There is no additional external signage or lighting required for nightly rental use than that required for typical residential use.

11. *Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing.*

The physical design of the Lilac Hill Properties is consistent with the high-end residential design found in the Rossi Hill area generally. The properties are compatible with surrounding structures.

12. *Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site.*

The nightly rental of the Lilac Hill Properties will not cause any additional noise, vibration, odors, steam, or other mechanical factors beyond that of a typical residential use. Given the design of the development, any such nuisances will be mitigated by the private drive and landscaping.

13. *Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas.*

The internal design of the community with the incorporation of the private drive and turn-around ensure that delivery and service vehicles will not impact public streets. There is more than ample room for such vehicles to park, load, and unload. This is a residential use and all trash and recycling will be small-scale residential in nature.



14. *Expected Ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities.*

It is anticipated that the Lilac Hill Properties will be privately owned as primary or secondary residences. The owners would like the option to nightly rental the properties consistent with the conditional use allowed in the zone.

15. *Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.*

There are no environmentally sensitive lands within or adjoining the site. Nor are there any physical mine hazards, mine waste, steep slopes or other topographical issues preventing nightly rentals in this location.

16. *Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding.*

The contemplated nightly rental is consistent with the goals and objectives of the Park City General Plan as it relates to this zoning district. The use is consistent with the code.

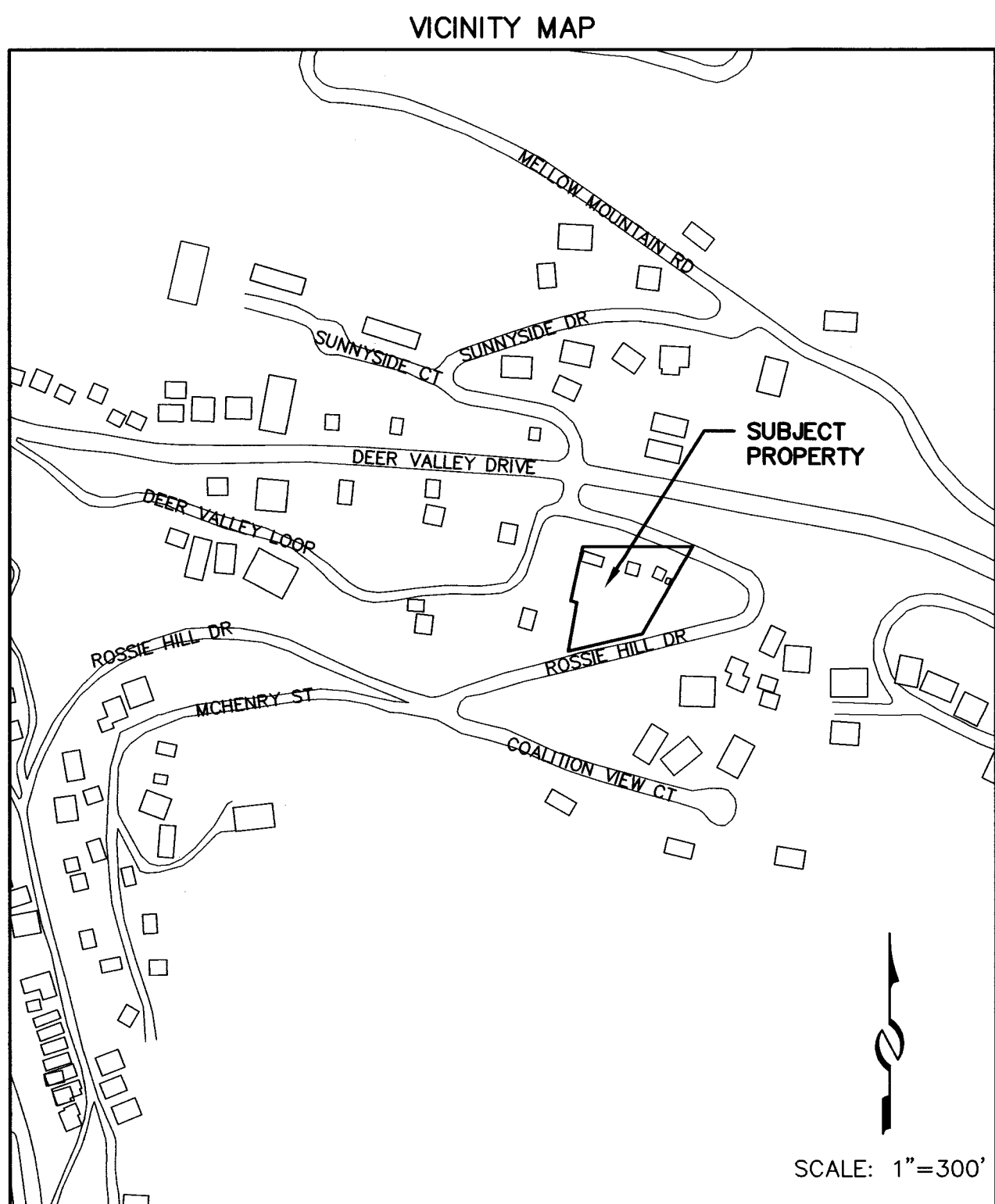
In addition to the foregoing factors, the Applicant is willing to accept as a condition of approval of its nightly rental condition use permit that “(a) all rental agreements for Nightly Rental . . . include language that limits the vehicles allowed to the number of on-site parking spaces; and [that] (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.”

We appreciate your review of our application of a nightly-rental conditional use permit and look forward to the opportunity to present to the Park City Planning Commission. Please let me know if there is any additional information required to process our application.

Very Truly Yours,  
HOGGAN LEE HUTCHINSON



Justin J. Keys



EAST 1/4 CORNER  
SECTION 16, T2S, R4E, S18&M  
3 1/2" BRASS CAP  
ON 2 1/4" IRON PIPE

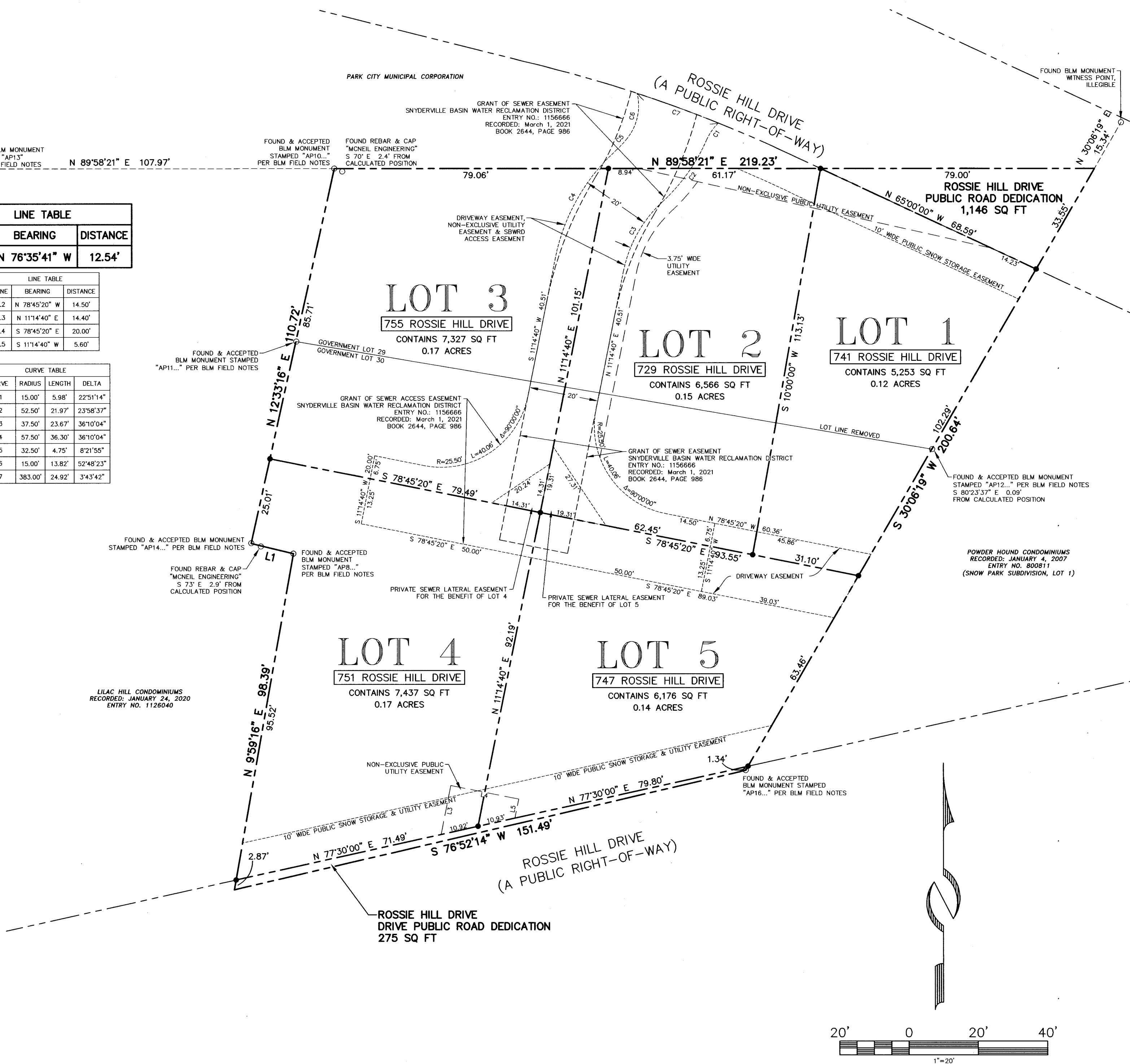
659.88'  
BASIS OF BEARING - SECTION LINE - S 00°30'11" W 2630.05' (2629.80' MEAS.)  
1970.17'

SOUTHEAST CORNER  
SECTION 16, T2S, R4E, S18&M  
2 1/2" IRON PIPE  
FILLED WITH CONCRETE

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 76°35'41" W | 12.54'   |

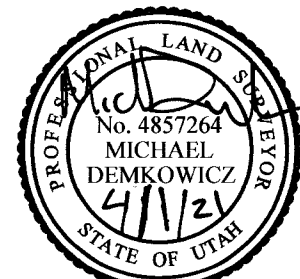
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L2         | N 78°45'20" W | 14.50'   |
| L3         | N 11°44'40" E | 14.40'   |
| L4         | S 78°45'20" E | 20.00'   |
| L5         | S 11°44'40" W | 5.60'    |

| CURVE TABLE |         |        |           |
|-------------|---------|--------|-----------|
| CURVE       | RADIUS  | LENGTH | DELTA     |
| C1          | 15.00'  | 5.98'  | 22°31'14" |
| C2          | 52.50'  | 21.97' | 23°58'37" |
| C3          | 37.50'  | 23.67' | 36°10'04" |
| C4          | 57.50'  | 36.30' | 36°10'04" |
| C5          | 32.50'  | 4.75'  | 8°21'55"  |
| C6          | 15.00'  | 13.82' | 52°48'23" |
| C7          | 383.00' | 24.92' | 3°43'42"  |



# LILAC HILL EAST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



## SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LILAC HILL EAST SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

## LEGAL DESCRIPTION

All of Government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Also sometimes known and described as follows:

13th and 14th houses south side in Deer Valley, Park City;

15th house rear south side in Deer Valley, Park City.

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots and streets, together with easements as set forth to be hereafter known as LILAC HILL EAST SUBDIVISION, and does hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this 2nd day of April, 2021.

LILAC HILL EAST, LLC,  
a Delaware limited liability company

By: Todd Franklin Watanabe, Authorized Signatory

## ACKNOWLEDGMENT

STATE OF UT  
COUNTY OF Summit

On this 2nd day of April, 2021, Todd Franklin Watanabe personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Lilac Hill East, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed LILAC HILL EAST SUBDIVISION.

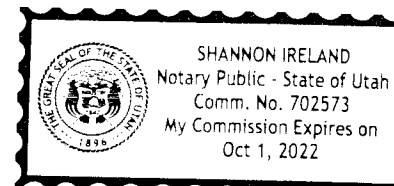
By: Shannon Ireland  
Notary Public

Printed Name Shannon Ireland

Residing in: Summit

My commission expires: October 1, 2022

Commission No. 702573



## NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2020-02 & Ordinance 2021-09. Ordinance 2021-09 is approval for an extension of Ordinance 2020-02.
- See Survey 442-AZ, on file with the Bureau of Land Management, and Records of Survey S-0006427 and S-0010076 on file in the Office of the Summit County Recorder.
- All lots shall have a ten (10') foot setback from the Driveway Easement.
- All lot lines shall provide a five (5') foot minimum non-exclusive utility easement.
- 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.
- Drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road.
- This property shall not be further subdivided.
- The Driveway Easement from lower Rossie Hill Drive shall be the single vehicular access for all five (5) Lots.
- At the time of any resurfacing of the private driveway, the Lilac Hill East Homeowners' Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

## LEGEND

- Set 5/8" rebar w/cap  
"ALLIANCE ENGINEERING"  
(Unless noted otherwise)
- Found Monument  
(As-Noted)
- Found Section monument  
(As-Noted)

SHEET 1 OF 1

4/1/21 JOB NO.: 3-9-18 FILE: X:\EastofOldTown\dwg\sr\plal2018\030918.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT STANDARDS ON THIS 5th  
DAY OF April, 2021  
BY JD  
ENGINEERING DEPARTMENT

PLANNING COMMISSION  
APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS 11TH  
DAY OF DECEMBER, 2019  
BY Chair  
CHAIR

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS 06  
DAY OF May, 2021  
BY W.D. For  
PARK CITY ENGINEER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 25th  
DAY OF May, 2021  
BY W.D. For  
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE  
APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 25TH DAY OF FEBRUARY, 2021  
BY A. L. L.  
MAYOR

CERTIFICATE OF ATTEST  
I CERTIFY THIS RECORD OF SURVEY  
MAP WAS APPROVED BY PARK CITY  
COUNCIL THIS 25th DAY  
OF February, 2021  
BY Michelle Velazquez  
PARK CITY RECORDER

PUBLIC SAFETY  
ANSWERING POINT APPROVAL  
APPROVED THIS 1st DAY  
OF JUNE, 2021  
BY Dillon Danaher FOR JEFF WARD  
SUMMIT COUNTY GIS COORDINATOR

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF First American Title  
60.00 Dillon Danaher - DEPT RECORDER  
FEE RECORDER  
TIME 8:10 AM DATE 6-01-2021 ENTRY NO. 01164826

LILAC HILL EAST SUBDIVISION

457

## NIGHTLY RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between \_\_\_\_\_, LLC ("Owner"), and \_\_\_\_\_ ("Guest"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. **Premises.** Owner and Guest hereby agree to the rental by Guest from Owner of premises located at 729 Rossie Hill Drive, Park City, Utah, 84068 (the "Premises"). Owner shall provide utilities, furniture and fixtures, linens, towels, and kitchen items.

2. **Length of Stay.** The initial term of this Agreement shall be for \_\_\_\_ nights, commencing on \_\_\_\_\_, 20\_\_, (the "Check-In Date") and continuing until \_\_\_\_\_, 20\_\_ (the "Check-Out Date").

3. **Rates and Payment.** Guest agrees to pay to Owner, as rent for the Premises, the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) per night for a total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) ("Total Rent") payable in advance to Owner at \_\_\_\_\_. Please make checks payable to \_\_\_\_\_.

4. **Refundable Security Deposit.** A refundable security deposit (the "Deposit") in the amount of \$500.00 as security for the faithful performance by Guest of all of Guests' obligations under this Agreement shall be required. The Deposit is due upon execution of this Agreement and shall be refunded within fourteen (14) days of the Check-out date and completion of unit inspection and inventory, provided no deductions are needed due to:

- a. Damage to the property or furnishings;
- b. Dirt or mess requiring extensive cleaning; or
- c. Any other cost incurred by the Owner due to Guest's stay.
- d. In the event Owner retains any portion of the Deposit for the purpose of remedying any damages caused by Guest in the Premises.

5. **Initial Payment.** Upon execution of this Agreement, Guest shall pay 50% of the Total Rent ("Initial Payment") due to Owner, equal to the amount of \$ \_\_\_\_\_.

6. **Balance of Payment.** Payment in full of the entire Total Rent (*i.e.*, Total Rent minus the Initial Payment) must be received by Owner on or before the thirtieth (30<sup>th</sup>) day before the first night of Guest's stay, except if this Agreement is executed fewer than thirty (30) days prior to the first night of Guest's stay, in which case, the entire Total Rent must be received by Owner upon execution of this Agreement. If payment in full is not received by Owner on or before the thirtieth (30<sup>th</sup>) day before the first night of Guest's stay, Owner may, at its sole discretion, cancel this Agreement and retain the Initial Payment.

7. **Method of Payment.** Acceptable payment methods include personal check or credit card. No reservation is confirmed until this Agreement has been executed and delivered to Owner and,



in the case of payments by personal check, the funds have cleared or, in the case of payments by credit card, a valid credit card number has been provided to Owner.

8. **Cancellation Policy.** In the event that Guest provides written notification to Owner of Guest's intent to cancel Guest's reservation on a date more than 60 days prior to

9. No refund of Total Rent if cancelled less than or equal to 30 days prior to the Check-in date.

a. 50% of Total Rent refunded if cancelled greater than 30 but less than or equal to 60 days prior to the Check-in date.

b. 100% of Total Rent less a \$100.00 reservation fee if cancelled >60 days prior to the Check-in date.

10. **Use of Premises.** The Premises shall be used and occupied exclusively for residential purposes by no more than 8 persons. People other than those in the Guest party may not stay overnight on the Premises; any other person on the Premises in the responsibility of the Guest. Guest shall comply with all of the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises throughout the term of this Agreement. Guest shall not use the Premises or allow the Premises to be used for any offensive, noisy, illegal, or immoral purpose, or in such a manner as to create a nuisance or otherwise disturb any neighbors. Guest shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. Guest shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (as deemed by Owner, in its sole discretion) which may occur during Guest's stay or as a result of any condition created by Guest. Guest agrees that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of Guest's stay, or as the same may be installed during Guests' stay. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to Owner within one (1) hour of Guest's arrival (Check-in). Guest acknowledges and agrees that the property will be inspected prior to Guest's arrival and after Guest's departure. Guest agrees that any repair or replacement costs for any damages will be posted to Guest's credit card, or, if Guest is paying by check or money order, Guest shall promptly submit the moneys due for full cost of such repair(s) or replacement(s).

11. **No Smoking.** No smoking shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion, with no refund to Guest.

12. **Pets.** No pets shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this

prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion.

13. **Vehicles.** Guest shall be permitted to keep a maximum of two (2) vehicles on the property on which the Premises are located, and such vehicles must be parked in the parking spots designated for the Premises.

14. **Inclement weather.** Owner is not responsible for losses or power outages due to inclement weather conditions. No refunds in the event of inclement weather unless evacuations are required by state or local authorities.

15. **Outdoor Displays.** Guest shall not post any signs on the exterior of the Premises. Further, no outdoor display of goods and merchandise shall be permitted as part of Guest's use of the property.

16. **Commercial Use.** Guest may not use the Premises for any commercial use. This shall include but not be limited to using the space as a Corporate Sponsor or Business House. A Corporate Sponsor or Business House is one which is used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

17. **Trash and Recycling.** Guest agrees to dispose of their ordinary household trash into a trash receptacle in a similar manner to other residences in the neighborhood in which the Premises are located and to deposit recyclable materials in the provided recycling containers. Trash cans shall not be left at the curb for any period in excess of twenty-four (24) hours and the Premises must be kept free from accumulated garbage and refuse.

18. **Entry and Inspection.** Owner and/or Owner's designee may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours' notice, for normal maintenance or to show a prospective renter.

19. **Indemnification.** Owner shall not be liable for any damage or injury occurring on the Premises, or any part thereof, to Guest, or to any other person, or to any property, for any reason. Guest agrees to defend and hold Owner harmless from any such liability or claims for damages related to the Premises no matter how caused.

20. **Assignment.** This Agreement is not assignable, in whole or in part, by Guest without the express prior written consent of Owner, which consent may be refused for any or no reason.

21. **Default.** If any default is made in the payment of rent, or any part thereof, as required in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement by Guest, this Agreement, at the option and in the sole discretion of Owner, shall terminate and be forfeited. Guest shall be given written notice of any default or breach, and put on notice that termination and forfeiture of this Agreement shall result if not corrected, as required by law.

22. **Miscellaneous.** Time is of the essence regarding all of the terms and provisions of this Agreement. Guest shall pay upon demand any and all expenses, including reasonable attorney's fees, incurred or paid by Owner without suit or action in attempting to collect any payment due from Guest under this Agreement or otherwise addressing any other breach of this Agreement by Guest. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Agreement, arising from this Agreement, or concerning the rights or duties of either party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto and expressly stating that the parties specifically intend to amend, change or otherwise modify this Agreement thereby. This Agreement has been executed and shall be wholly performed within the State of Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

"OWNER"

"GUEST"

\_\_\_\_\_, LLC

By: \_\_\_\_\_  
Its: Manager

Print Name: \_\_\_\_\_

**Guest's Contact Information (required)**

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Names/Ages in Guest Party (Guest must be an adult 21 years of age or older.)**

1. \_\_\_\_\_

5. \_\_\_\_\_

2. \_\_\_\_\_

6. \_\_\_\_\_

3. \_\_\_\_\_

7. \_\_\_\_\_

4. \_\_\_\_\_



**Billing Summary and Payment Information:**

Rate: \_\_\_\_\_ nights at \$\_\_\_\_\_ per night = \$\_\_\_\_\_

Cleaning fees: \_\_\_\_\_ nights at \$\_\_\_\_\_ per night = \$\_\_\_\_\_

Subtotal = \$\_\_\_\_\_

Taxes (10.45%) = \$\_\_\_\_\_

Total Rent = \$\_\_\_\_\_

**Due upon execution of Agreement:**

Security Deposit = \$\_\_\_\_\_

50% Total Rent = \$\_\_\_\_\_

Total = \$\_\_\_\_\_

*Balance Due 30 days prior to Check-in date:* = \$\_\_\_\_\_

Please make checks payable to “\_\_\_\_\_, LLC”.

**Guest's Credit Card Information (required)**

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card Type (Circle one): American Express    Visa    MasterCard    Discover

Credit Card No.: \_\_\_\_\_

Credit Card CVV (Security) Code: \_\_\_\_\_

Credit Card Expiration: \_\_\_\_/\_\_\_\_ (Month/Year)

**Return signed Agreement and payment (check or credit card information) to:**

\_\_\_\_\_, LLC

Please use the return envelope(s) provided.

**WHEN RECORDED, RETURN TO:**

Matthew B. Hutchinson  
1225 Deer Valley Drive, Suite 201  
Park City, Utah 84060

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LILAC HILL EAST SUBDIVISION**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST, is made effective as of this \_\_\_\_ day of March, 2023, by LILAC HILL EAST DEVELOPMENT, L.L.C., a Delaware limited liability company, authorized to do business in the State of Utah, whose principal place of business and post office address is 202 Ontario Court, Park City, Utah, UT 84060, (referred to herein as “Declarant”), with respect to the following:

### **RECITALS**

A. Declarant owns certain real property located in Park City, Summit County, Utah, which is more particularly described on *Exhibit A* attached hereto and by this reference made a part hereof (the “Project”). Declarant has developed the Project as a master planned development known as Lilac Hill East.

B. Declarant has recorded a Plat for the Project designating a shared driveway, and granted easements for utilities and improvements for drainage and flood control and subject to the following restrictions as noted on the Plat:

1. The Plat is subject to the Conditions of Approval in Park City Ordinance 2020-02 and Ordinance 2021-09.

2. The Plat has designated that all drives (private road/Fire Department access road) shall provide twenty feet (20’) wide of clear space to meet Fire Code. If parking impacts this twenty foot (20’) wide clear space, it will not be allowed and shall be signed as “No Parking.” Roads less than twenty-six feet (26)’ wide shall be marked “No Parking” on both sides of the road.

3. At the time of resurfacing of the private driveway, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (“SBWRD”) standards. Prior notification of the adjustments and inspection by SBWRD is required.

C. Declarant has caused the Association to be formed as a Utah non-profit corporation for the purpose of benefiting the Project and its Owners, which non-profit corporation will (a) maintain the Shared Driveway serving all Lots in the Project; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and the Owners, administer and enforce all of the provisions hereof and enforce the Use and other restrictions imposed on the Project and the Lots.

D. Declarant has developed Project into Lots for residential use.

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and other holders of an interest in the Project, or any part thereof, certain mutually beneficial Covenants, restrictions and obligations with respect to the proper development, Use and maintenance of the Project.

F. Declarant desires and intends that the Owners and other holders of an interest in the Project and other Persons hereafter acquiring any interest in or otherwise utilizing portions of the Project shall at all times enjoy the benefits of the Project and shall hold their interest therein subject to the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing the value, desirability and attractiveness of the Project.

G. Declarant therefore desires to subject all Lots, Lots, to the Covenants, conditions, restrictions, Assessments, charges, servitudes, liens and reservations set forth in this Declaration.

In order to cause this Declaration and the Covenants contained herein to run with the Project and



to be binding upon the Project and the Owners and other holders of an interest therein from and after the date this Declaration is Recorded, Declarant hereby makes or shall make conveyances of the Project, whether or not so provided therein, subject to this Declaration; and by accepting Deeds, leases, easements or other grants or conveyances to any portion of the Project, the Owners and other transferees for themselves and their heirs, personal representatives, trustees, administrators, Board of Directors, members, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such Persons are specifically excepted here from and that all portions of the Project acquired by them shall be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

#### ARTICLE I – DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed “Recitals”) shall have the following meanings:

1. **Amendment:** an amendment to this Declaration Recorded by the Association pursuant to *Section 18* of this Declaration.
2. **Architectural Review Committee** (sometimes referred to herein as the “ARC”): the committee formed to review Plans and specifications for the construction or modification of Improvements.
3. **Articles of Incorporation** (referred to herein as the “Articles”): filed on March 2, 2023, with the Utah Division of Corporations and Commercial Code for Lilac Hill East Owners Association, Inc., a Utah non-profit corporation.
4. **Assessable Property:** all Lots or other portions of the Project subject to Assessments assessed by the Association.
5. **Assessment Lien:** the lien created and imposed by *Article VIII*.
6. **Assessment Period:** the term set forth in *Section 8.6*.
7. **Assessments:** Assessments all of which may be determined and assessed by the Association and which shall be payable by an Owner of a Lot pursuant to the terms of this Declaration as set forth in *Section 8.3*, which can take different forms depending upon the relative purpose of the Assessment such as: (a) Common Assessments, (b) Reserve Fund Assessments, (c) Special Assessments, and (d) Individual Assessments.
8. **Association:** the Utah nonprofit corporation organized by Declarant under the name “LILAC HILL EAST ASSOCIATION, INC.,” to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document.
9. **Board of Directors or Board:** the Board of Directors of the Association.
10. **Budget:** the proposed budget of Common Area Expenses prepared by the Board each year, as the basis for the calculation of the Assessments, as provided in *Section 8.3.3*.
11. **Building:** any structure constructed within the Project.
12. **Bylaws:** the Bylaws of the Association, as the same may from time to time be amended or supplemented.

13. **Capital Improvement:** any new Improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

14. **Common Assessments:** The allocation of the Common Expenses to the Owners of Lots by the Association pursuant to this Declaration.

15. **Common Expenses:** refers to those costs and expenses incurred by or on behalf of the Association arising out of or connected with the maintenance, Improvement, and the operation of the Association.

16. **Community:** sometimes referred to herein as the “Lilac Hill East.” The subdivision shall be known as “Lilac Hill East.”

17. **County:** Summit County, Utah.

18. **Covenants:** the covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations and easements set forth in this Declaration, as amended or supplemented from time to time.

19. **Declarant:** Lilac Hill East Development, Inc., a Delaware corporation, and the successors and assigns of Declarant’s rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant’s rights and/or obligations in this Declaration pursuant to *Section 19.1* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

20. **Declaration:** this Declaration of Covenants, Conditions and Restrictions for Lilac Hill East, as amended or supplemented from time to time.

21. **Deed:** a Deed or other instrument conveying the fee simple title in a Lot.

22. **Delinquent Assessment:** Any Assessment which is not paid when due. *See Section 8.6.*

23. **Eligible Mortgagee:** a Mortgagee which has requested notice of certain matters from the Association in accordance with *Section 17.2* of this Declaration.

24. **Event or Events:** the earliest of certain happenings to occur which will mark the expiration of the Period of Declarant Control as described in *Section 7.3.2.*

25. **First Mortgage:** any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

26. **First Mortgagee:** any Person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such Person under a First Mortgage.

27. **General Public Uses:** those types of Uses designated from time to time by the Declarant or by the Board as General Public Uses.

28. **Governing Authority:** the applicable governmental entity or municipality which may have jurisdiction over some part of the Project.

29. **Governing Authority Property:** all real property which may from time to time be

conveyed, assigned, or transferred by Deed, a grant of a perpetual easement or other written instrument to the applicable Governing Authority.

30. **Governing Documents:** this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board.

31. **Improvement(s):** any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any Private Road, building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

32. **Lot:** any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant, specifically referred to herein as a "Lot" and intended for occupancy, and Residential Use.

33. **Manager:** such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, and by any other Governing Document.

34. **Member:** any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Lot.

35. **Membership:** a membership in the Association and the rights granted to the Owners and Declarant pursuant to *Article VII* to participate in the Association.

36. **Membership Initiation Fee:** an Individual Assessment assessed as a one-time charge at closing upon the Person purchasing a Lot from Declarant in an amount equaling the next full quarter of Assessments which shall be deposited into the Reserve Fund.

37. **Mortgage:** any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein, including without limitation a leasehold interest, as security for the payment of a debt or obligation.

38. **Mortgagee:** a beneficiary of a deed of trust that is included within the definition of a Mortgage as well as a named mortgagee under a Mortgage.

39. **Motor Vehicles:** motor vehicles including but not limited to any automobile, motorcycle, motorbike, snowmobile, snow cat, personal watercraft, boat, boat trailer, motorcycle, motorbike, motor scooter, mini-bike, all-terrain vehicle, moped, electric bike, off-road vehicle, Recreational Vehicle or other similar equipment or vehicle.

40. **Neighboring Property and Neighboring Properties:** any Lot, including Private Roads or public roads within the Project other than the specific property in reference.

41. **Owner:** (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot including, without limitation, one who is buying a Lot under a Recorded contract or Recorded notice of such contract, but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.



42. **Period of Declarant Control:** the period during which the Declarant who filed the Governing Documents, or the Declarant's successor in interest, who retains authority to appoint or remove members of the Board or exercise power or authority assigned to the Association under the Governing Documents as defined in more detail in *Section 7.3.2*.

43. **Person:** a natural individual, a corporation, limited liability company, partnership or any other entity with the legal right to hold title to real property.

44. **Plat:** The Lilac Hill East Subdivision Plat recorded in the office of the Summit County Recorder on June 1, 2021, as Entry No. 1164826.

45. **Project:** that certain five-lot subdivision project described in the Plat and existing on the real property described on Exhibit A..

46. **Record, Recording, or Recorded:** placing an instrument of public record in the Office of the Recorder of Summit County, Utah, and "Recorded" means having been so placed of public record.

47. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

48. **Reserve Fund:** the Fund created or to be created by the Association pursuant to *Section 8.3.3.4* for the purposes provided in *Section 10.1*.

49. **Residence:** any Building, or part of a Building, on a Lot which is intended for occupancy and Residential Use as a separate residence.

50. **Resident:** refers to the following:

a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and

b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and

c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term "Resident" also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

51. **Residential Areas or Residential Community or Residential Development or Residential Use:** Lots in a subdivision that have been approved by and developed with a Residence, together with related areas intended for the Use and enjoyment of the Owners and Residents of such Lots.

52. **Rules and Regulations:** the Rules and Regulations for Lilac Hill East adopted by the Board pursuant to *Section 6.3*.

53. **Shared Driveway.** That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).

54. **Special Assessment:** any assessment levied and assessed by the Board pursuant to *Section 8.4*.
55. **Special Assessment Limit:** the limit placed on Special Assessments forth in *Section 8.4.1*.
56. **Special Use Fees:** means the term set forth in *Section 4.1.4*
57. **State:** the State of Utah.
58. **Supplemental Declaration:** a supplement to this Declaration executed by or consented to by Declarant.
59. **Use:** one or more specific types of property development and classification as set forth in *Section 5.1* of this Declaration.
60. **Visible from Neighboring Property:** with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on Neighboring Property, on the level of the base of the object being viewed.

## ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

### 2.1 General Designation Creating Lilac Hill East

Declarant hereby declares that all of the Project, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, Improved or transferred, in whole or in part, subject to this Declaration as amended and modified from time to time. In additional, some of the Project within the Project may be subject to a Recorded Supplemental Declaration as applicable from time to time.

2.1.1 Association. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Project as set forth more fully in the Association Documents.

2.1.2 Not Condominium or Cooperative. This Declaration is not a declaration of condominium. No portion of the Project is submitted by this Declaration to the condominium form of ownership. Moreover, no portion of the Project shall be a cooperative. However, portions of the Project may be submitted to the condominium form of ownership by a Supplemental Declaration.

2.1.3 No Timeshare / Fractional Share Development or Timeshare/Fractional Share Use. Notwithstanding anything to the contrary contained in this Declaration, Declarant has decreed that no portion of the Project shall be utilized or subjected to any Timeshare or Fractional Share Development or Timeshare or Fractional Share Use as defined under Utah Code Ann. Sections 57-19-2(25) through (27) or successor statutes.

### 2.2 Supplemental Declarations

In General, Declarant shall have the right, alone and in its sole discretion, to execute and record in Summit County, Utah, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

## ARTICLE III - LAND DESIGNATION AND ADMINISTRATION

### 3.1. In General

The Project may be subjected to designated Uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any Use for the Project consistent with the terms of the Master Plan, this Declaration and applicable law. Without limiting the foregoing, the Project may be used in the following manner:

3.1.1. Residential Areas. Residential Areas shall be those areas used for Residential Use, which shall include Lots and Improvements associated with Residential Uses including, but not limited to Private Roads, public roads, driveways, sidewalks, walkways, entranceways, street lighting, parking spaces, public or private pedestrian, bicycle and equestrian trails, public or private parks, , landscaping, and other areas or amenities appurtenant to the Lots that each Owner shall be responsible for all Improvements on and maintenance of his or her Lot.

### 3.2. Disputes as to Use

If there is any dispute as to whether the designation of any portion of the Project complies with this Declaration, any Supplemental Declaration, or any other documents, the dispute shall be resolved by Declarant in its sole discretion for so long as Declarant owns any portion of the Project. After Declarant no longer owns any portion of the Project, the dispute shall be resolved by the Board of Directors. The determination rendered by Declarant or the Board of Directors, as the case may be, shall be final and binding on all Persons involved in the dispute.

## ARTICLE IV – DEVELOPMENT, EASEMENTS AND RIGHTS OF ENJOYMENT

### 4.1 Easements of Enjoyment

Every Member shall have a right and nonexclusive easement of enjoyment in and to their Lots in the Project, subject to the following provisions:

4.1.1. Suspension of Rights. The right of the Association to suspend the voting rights of any Member and the right to the Use of the Common Areas by any Member (a) for any period during which any Assessment against such Member's Lot remains delinquent sixty (60) or more days; (b) for a period not to exceed 60 days for any infraction by such Member of this Declaration, the Rules and Regulations or any of the other governing Documents, and (c) for successive sixty (60)-day periods if any such infraction by such Member is not corrected during any prior sixty (60) day suspension period or such infraction is repeated within one (1) year of being notified of the initial infraction.

4.1.2. Rules and Regulations. The right of the Association to implement Rules and Regulations. The Rules and Regulations shall be intended, in the absolute discretion of the Board, to enhance the Project or the safety and convenience of or otherwise shall serve to promote the best interests of the Owners.

4.1.3. Governing Authority. The right of the applicable Governing Authority and any other governmental or quasi-governmental body having jurisdiction over Lilac Hill East to access and rights of ingress and egress over and across any Private Road, public road, parking area, or walkway, contained within the Lilac Hill East Subdivision for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal service.

### 4.2 Declarant Reserved Easements

4.2.1. Landscaping Easement. By Recordation of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, a perpetual alienable and transferable easement over, across and upon each and every Lot which abuts or is contiguous to the Shared Driveway for the purpose of operation



and maintenance of the Shared Driveway, including but not limited to, the Use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Shared Driveway. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of planting grass, trees and shrubs, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

4.2.2. Easements for Encroachments. If any part of a Lot or any Improvement built in substantial accord with the boundaries for such Lot as depicted on a Plat (or in other approved documents depicting the location of such on the Lot) encroaches or shall encroach upon the Shared Driveway, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. If any part of the Shared Driveway encroaches or shall encroach upon a Lot or an Improvement, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. Each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

4.2.3. Easements for Snow Storage, Drainage Maintenance and Flood Water. The Lots have or may have areas for snow storage or drainage maintenance as depicted upon a Recorded Plat, or otherwise found on such properties (collectively, "Drainage Control Features"). All Owners of Lots wherein Drainage Control Features are located shall remove trash and other debris therefrom and fulfill their maintenance responsibilities with respect to such Owners' Lot as provided in this Declaration. Notwithstanding the foregoing, the Declarant reserves for itself and its successors, assigns, and designees and for the Association a perpetual, nonexclusive right and easement, but not the obligation, to enter upon the Drainage Control Features located within any Lot for the purpose of maintaining, repairing, cleaning, or altering drainage and water flow, and shall have an access easement over and across any Lot (but not the Residences or other Buildings thereon) abutting or adjacent to any portion of any Drainage Control Features to the extent reasonably necessary to exercise their rights under this Section 4.3.3. Any or all of Declarant's and the Association's rights and easements provided for in this Section 4.3.3. may be transferred by Declarant or the Association to a Governing Authority at Declarant's or the Association's election by a written instrument, and Declarant's rights under this Section 4.3.5. shall be transferred automatically to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. All persons entitled to utilize these easements shall use reasonable care in, and repair any material damage resulting from, the Use of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall, excessive spring run-off, or natural disasters. Owners or Residents are strictly prohibited from disrupting the drainage pattern and shall not interfere with, obstruct, re-channel, construct upon, alter, build-in, fill-in, or impair any Drainage Control Features or the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by a Governing Authority or by Declarant, the Association, a Builder, or another developer.

### **4.3 Easements for Utilities**

4.4.1. In Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot and the construction of the Improvements thereon and also to the extent deemed necessary thereafter by the Declarant or the Board, provided that the location of any such easements shall not unreasonably interfere with the intended Use of such Lot by the Owner thereof. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the

Project and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Buildings on the Lots. Notwithstanding anything to the contrary contained in this *Section*, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

#### **4.4 Easements for Ingress and Egress**

There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over Shared Driveways and Private Roads and private parking areas within the Project for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

### **ARTICLE V -USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS**

#### **5.1 Use Classifications**

5.1.1. Use Classifications, restrictions, easements, rights-of-way and other matters, including new or different Uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant and are as disclosed on the Plat as recorded in the office of the Summit County Recorder.

5.1.2. Unless otherwise specifically provided in the Governing Documents, the definitions and characteristics of such Use Classifications, and specific permitted and prohibited uses in such Use Classifications, shall be within the complete discretion of Declarant. This Declaration shall be subject to the zoning, Use, and development laws, ordinances, rules and regulations, and policies of the applicable Governing Authority.

5.1.3. Health, Safety and Welfare Rules or Regulations. In the event any uses and activities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence within the Project as part of the Rules and Regulations.

5.1.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident, tenant, or occupant of a Lot which shall not be less than forty-eight (48) hours, any Member of the Board or any authorized representative of the Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

5.1.5. Citation, Fines and Penalties.

5.1.5.1. The Association, by and through the Board or its Manager, may issue a citation to any Owner whose behavior or Use of his Lot does not conform to the Association's Governing

Documents (“Non-Conforming Member”). Owners are responsible for the action and/or failure to act on the part of their family members, guests, visitors, tenants, and invitees.

5.1.5.2. Written Warning of Non-Conforming Use. The Association shall send a written warning of non-conforming use and deliver it consistent with the notice provisions in the Bylaws. The warning shall generally advise the Non-Conforming Member of the nature of the offense, cite the specific provision with the Governing Documents which the Non-Conforming Member has violated, state that the Board will assess fines or impose nonmonetary penalties including suspension of privileges if the violation is continuing and not cured in not less than forty-eight (48) hours after the date of the warning. This warning shall also advise the Non-Conforming Member of the Association’s power to impose fines or other monetary penalties if the Non-Conforming Member commits similar violations within one (1) year after the day of the written warning is issued or a fine is assessed. Notwithstanding the provisions in this *Section*, the Board is not required to provide a warning if it determines that the interests of health and safety of the residents of Lilac Hill East requires a more expedited handling of the allegations.

5.1.5.3. Issuance of Fine. The Board may issue a fine against the Non-Conforming Member if: (i) the Non-Conforming Member does not cure a continuing violation within the time noted in the warning described in *Section 5.1.5.2*, or (ii) within one (1) year after the date of the written warning, the Non-Conforming Member commits another violation of the same rule or provision identified in the warning. Fines may only be made for a violation of a rule, Covenant, condition or restriction and in the amount found in the Governing Documents. Fines may accrue interest and late fees as provided for in the Governing Documents. The Association shall provide written notice of the issuance of a fine.

5.1.5.4. Additional Fines for Repeated or Continuing Violations. After the Board assesses a fine under *Section 5.1.5.3*., the Board may, without further warning or notice, assess an additional fine against the Non-Conforming Member each time the Owner: (i) commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses a fine.

5.1.5.5. Right to Informal Hearing. A Non-Conforming Member has a right to dispute a fine by requesting a hearing with the Board within thirty (30) days after the day on which the Non-Conforming Member receives or is deemed to receive notice that a fine has been assessed. If the Non-Conforming Member timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and notifies the Non-Conforming Member of its final decision. The Non-Conforming Member shall be afforded a reasonable opportunity to be heard consistent with the procedures contained in the Governing Documents. The Non-Conforming Member must demonstrate *extenuating circumstances* which require deviation from the Governing Documents and shall include all pertinent backup information to support the existence of the *extenuating circumstance*. The decision of the Board shall be binding. See Governing Documents for informal hearing procedures.

5.1.6. Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Resident; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Resident, and to any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice of violation, it is determined by the Board that the



violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists. The Association's exercise of the right to record a notice of violation under this *Section* shall not be deemed a slander of title.

## **5.2 Covenants Applicable to All Use Classifications**

The following Covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners and lessees thereof, and all Residents.

5.2.1 General. All property in the Project may be used only for the occupancy of Residences.

5.2.2. Compliance with the Documents. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents and shall be responsible for all violations, losses, caused by such occupants, notwithstanding the fact that such occupants of a Lot shall be held jointly and severally liable and may be sanctioned for any violation of the Governing Documents.

5.2.3. Business Activities. Property classified for the purposes set forth in Section 5.3.1 may only be used for any business that complies with the Governing Documents, such that an Owner or Resident may conduct business activities within the Residence so long as:

5.2.3.1. the Owner or Resident obtains all necessary licenses and permits;

5.2.3.2. the activity conforms to applicable laws, including all zoning requirements for the Project;

5.2.3.3. the activity does not require or involve members of the Public routinely visiting the Residence;

5.2.3.4. the activity is consistent with the residential character of the Project, does not constitute a nuisance, or a hazardous or offensive Use, or threaten the security or safety of other residents of the Project, as may be determined by the Board acting on behalf of the Declarant; and

5.2.3.5. the Owner or resident obtains the prior written consent of the Board.

5.2.3.6. Business Exemptions. This *Section* shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant, with respect to its development, construction and sale of the Lots or their Use of any Residences which it owns within the Project.

5.2.3.7. Short-Term Rentals. Notwithstanding any provisions contained in this *Section* 5.2.3 or in any other *Section* of this Declaration, short-term rentals of Residences within the Project are permitted, but rentals of Residences shall be subject to terms, conditions and restrictions of these Governing Documents. All short-term rentals shall be subject to the provisions of the Governing Documents and shall obligate the tenants to comply with the Governing Documents. If the tenants fail to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenants on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.4. Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible From Neighboring Property.

5.2.5. Landscape Maintenance of Lots.

5.2.5.1. The Owner of each Lot shall be responsible to landscape, plant, care for, maintain, irrigate, and repair all areas on such Owner's Lot. The Governing Documents establish minimum standards of maintenance and care for all Lot areas. If the Owner of a Lot fails to landscape, plant, care for, maintain, irrigate, or repair such Owner's Lot in a manner consistent with the requirements of this Declaration and the Governing Documents, then the Association shall have the right to cause such Owner's Lot to be landscaped, planted, cared for, maintained, irrigated, and repaired in a manner consistent with this Declaration and the Governing Documents, and the Association shall have the right to levy against the Owner of such Lot an Individual Assessment for all of the costs related thereto incurred by the Association to care for, maintain, and repair such landscaped areas.

5.2.5.2. Intentionally omitted.

5.2.5.3. Specific guidelines and restrictions on landscaping are established by the Board and may change from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced immediately or as soon as reasonably practicable, as determined by the Board in its sole discretion. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

5.2.6. Leasing. An Owner who leases his or her Residence shall be deemed to have delegated all such rights to the Lot's lessee. Any leasing of a Residence shall be in compliance with the provisions of the Governing Documents. All Leases shall be subject to the provisions of the Governing Documents and shall obligate the tenant to comply with the Governing Documents. If the tenant fails to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.7. Animals. No animal, bird, fish, or reptile other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or Residence or on a leash at all times. No animal, bird, fish, or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fish, or reptile shall be maintained so as to be visible from Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than fifteen (15) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Project, the Owner of such animal shall immediately remove all feces left by such Owner's pet. The Board may establish in the Rules and Regulations a maximum number of domestic pets and/or the maximum size or weight of any of such pets that may be kept or maintained by any Owner of any Lot. The Rules and Regulations may also establish restrictions or prohibitions with respect to animals left unattended in yards or on private decks and the construction of electric fences to contain pets. If an Owner or Resident fails to abide by the terms of this Declaration and the Governing Documents applicable to pets, additional restrictions and fees will be enforced. Horses, livestock or wildlife are prohibited.

5.2.8. Accessory Buildings. Accessory Buildings are subject to the Governing Documents and Park City Municipal Code. Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow Residential storage shall be screened.

5.2.9. Antennas, Satellite Dishes and Flag Poles. To the full extent permissible under State and federal law, no television, radio, shortwave, microwave, satellite, or other antenna, flag pole, tower or dish shall be placed, constructed or maintained upon any Lot, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed, which means of screening or concealment shall be subject to the Governing Documents and the Rules and Regulations and prior approval of the ARC. Notwithstanding the foregoing, the ARC may allow, pursuant to the Governing Documents, the placing on

a Lot of a flag pole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall be no greater than twenty (20) square feet in size.

5.2.10. Artificial Vegetation, Exterior Decorations and Lighting. Artificial vegetation and exterior decorations are governed by the Rules and Regulations. Lighting, sculptures, fountains, and similar items are subject to the Governing Documents and must be pre-approved by the ARC.

5.2.11. Architectural Control. No Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, decks, landscaping or other work which in any way alters the exterior appearance of any portion of the Project, or the Improvements located thereon, from its natural or improved state existing on the date this Declaration is Recorded shall be made or done without the prior written approval of the ARC pursuant to *Article XII* except as otherwise expressly provided in this Declaration. No Building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC pursuant to *Article XII*. All subsequent additions to or changes or alterations in any Building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC pursuant to *Article XII*. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC pursuant to *Article XII*.

5.2.12. Construction Activities. All construction activities and parking in connection with the building of Improvements on any Lot shall be subject to the Governing Documents and approved by the ARC pursuant to *Article XII*. The Board acting on behalf of the Declarant shall have the right to determine the existence of any nuisance arising out of construction and any activities related thereto. The Board has the right to impose fines related to violations of the Governing Documents. The Governing Documents may require submittal to the ARC of site-specific construction mitigation plans prior to the commencement of any construction activities.

5.2.13. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.2.8. Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant, a Builder, or any other developer or as described in *Section 4.3.5* hereof with respect to Drainage Control Features.

5.2.14. Energy Conservation Equipment. No solar energy collector panels, attendant hardware related thereto or other energy conservation equipment shall be constructed or installed on any Building or Residence located within the Project without the prior written consent of the ARC acting on behalf of the Declarant and must be an integral and harmonious part of the architectural design of the Building or Residence, as determined in the sole discretion of the ARC. The ARC may impose reasonable restrictions on the solar energy system's size, location and manner of placement consistent with *Section 57-8a-701, et. seq.*, of the Utah Code, as such *Section* may be amended, supplemented or replaced from time to time.

5.2.15. Fences and Walls. Perimeter fences or walls shall not be constructed or otherwise allowed within the Project without prior approval by the ARC.

5.2.16. Landscaping.

5.2.16.1. Installation. Any landscaping and irrigation installed on a Lot must be installed pursuant to a landscape plan that has been approved in advance by the ARC. All such landscape plans shall contain requirements for the commencement and completion of all such landscape Improvements. The required minimum landscaping for all Lots shall be as set forth in the Governing Documents.

5.2.16.2. Nuisances. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or



activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property, as determined by the Board on a reasonable, good faith basis. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents, as determined by the Board on a reasonable, good faith basis. Without limiting the generality of any of the foregoing provisions, except as specifically provided in this *Section 5.2.12.2*, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

5.2.16.3. Dumping. No Person may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances anywhere on the Project, except that fertilizers may be applied to landscaping, provided care is taken to minimize runoff.

5.2.17. Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Project shall be installed, constructed or operated by any Person, other than the Association, Declarant, without the pre-approval of the ARC. All Lots which are developed are required to have an underground irrigation system which shall be maintained by the Owner of such property.

5.2.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Building, appurtenant structures, or other Improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of the Project; or (iii) that which is used or displayed in connection with any business permitted under this Declaration.

5.2.19. Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind. No derrick or other structure designed for use in boring for water, oil, or other hydrocarbons or minerals of any kind or nature shall be erected, maintained or permitted on any portion of the Project.

5.2.20. Outdoor Play Apparatus, Sculptures, Flag Poles, and Art. Outdoor play apparatus, structures, basketball goals, backboards, swimming pools, spas or hot tubs, water features, tennis courts, sports courts, pickleball courts, and swing sets, sculptures, or outdoor art are subject to the Governing Documents.

5.2.21. Overhead Encroachments. Except as provided for herein, no tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, the Shared Driveway, private road, public road, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the Board. Notwithstanding the foregoing, if any part of a healthy tree or shrub shall encroach upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided such encroachment does not create a hazardous, dangerous, unsafe or unsightly or otherwise objectionable condition, as determined by the Board acting on behalf of the Declarant. Upon consent of the Owner of the adjoining Lot, an encroaching Owner shall have the right to access the adjoining Lot to the extent reasonably necessary to maintain an encroaching tree or shrub.

5.2.20. Parking, Stowing and Towing. All Motor Vehicles, including Recreational Vehicles, and trailers associated therewith are subject to parking and storage restrictions as defined in the Governing Documents. Violations of any rules or restrictions related to parking and storage may result in the assessment of fines and/or towing.

5.2.21. Repair of Improvements. No Improvement on any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof, unless otherwise provided in this Declaration. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by *Section 5.2.4*

above, such Improvement shall be immediately repaired, rebuilt or demolished by the Owner thereof, unless otherwise provided in this Declaration. If any Improvement should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean and slightly condition, and shall clear and shall continue to clear the Lot of any weeds, debris, garbage, tree pruning, or like items.

5.2.22. Roofs. To the full extent permissible under the Governing Documents or under State and federal law, no apparatus, structure or object shall be placed on the roof of a Residence or other Improvement without the prior written consent of the ARC. Any apparatus, structure or object approved by the ARC for placement on the roof of a Residence shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted, except as installed by Declarant or as approved by the ARC. The Governing Documents may contain additional restrictions and conditions regarding the placement of apparatus, structures and objects on the roof of a Residence.

5.2.23. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant (or the Board following the expiration of the Period of Declarant Control), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots the Project, which has not previously been Platted or subdivided into Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Declarant (or the Board following the expiration of the Period of Declarant Control), and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Governing Authority, unless the proposed use of the Lot complies with this Declaration.

5.2.24. Sight Distance at Intersections. All property located at road intersections shall be maintained so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

5.2.25. Signs. No signs (including, but not limited to commercial, political, "For Sale," "For Rent," and similar signs) which are visible from a Neighboring Property shall be erected or maintained on any Lot without the prior written consent of the Board except:

5.2.25.1. The Owner of a Residence may display one "For Sale" or "For Rent" sign as determined in the Governing Documents;

5.2.25.2. Signs erected and maintained by Declarant (or the Association pursuant to *Section 11.1.4*) pursuant to this Declaration;

5.2.25.3. Signs required by law;

5.2.25.4. Residence identification signs, provided the size, color, content and location of such signs have been approved in writing by the ARC;

5.2.25.5. Signs of Builders approved from time to time by the ARC as to number, size, color, design, content, location and type;

5.2.25.6. Such construction job identification signs and subdivision identification signs which are in conformance with the requirements of any Governing Authority and which have been approved in writing by the ARC as to number, size, color, design, content, and location; and

5.2.25.7. Signs identifying the entry way to locations of special interest, provided the size, color, content and location of such signs have been approved in writing by the ARC.

5.2.26. Tanks. Unless otherwise approved by Declarant or the Board, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot, unless such tanks are buried underground. Nothing herein shall be deemed to prohibit Use or storage upon any Lot of an above ground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal Residential gas barbecue, grill or fireplace or a spa or “hot tub”, so long as any such tank either: (a) has a capacity of ten (10) gallons or less; or (b) is appropriately stored, used and/or screened, in accordance with the Governing Documents or as otherwise approved by the ARC. The Rules and Regulations may contain additional conditions and restrictions regarding the use and placement on a Lot of propane or similar fuel tanks. Notwithstanding the foregoing, Declarant or a Builder shall have the right to use above-ground tanks during the course of construction and related activities in the development of the Project as otherwise authorized by applicable Governing Authorities.

5.2.27. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style required by the County and approved by the Board. Such containers should be stored and made available for collection as provided for in the Rules and Regulations. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.2.28. Utility Service. No lines, wires or other devices for communication or for the transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control), except for:

5.2.28.1. Overhead power poles and lines to perimeter areas of the Project as approved by Declarant (or the Board following the expiration of the Period of Declarant Control); and

5.2.28.2. Boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

5.2.28.3. All utilities within the Project shall be installed underground, unless otherwise specifically pre-approved by Declarant (or the Board following the expiration of the Period of Declarant Control). To the extent possible, utility lines, including without limitation cable television and gas lines, should be installed, repaired or replaced under existing roads, sidewalks and driveways by a method which will not disturb the paved surface of such road, sidewalk or driveway. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

5.2.29. Violations of Law. Any activity which violates local, State, or federal laws or Regulations is prohibited, and the Board may exercise the remedies provided for herein to compel an Owner to resolve the violation; however, the Board shall have no obligation to take enforcement action in the event of a violation.

### **5.3 Exculpations and Approvals**

Declarant, the Association, the ARC and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and



reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC or any of their agents under this Declaration shall be in writing and binding upon all Persons.

#### **5.4 Variances**

Subject to the provisions of the Governing Documents, the Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in *Article V* of this Declaration or in the other Governing Documents, if the Board determines in its discretion (a) either (1) that a restriction would create an unreasonable hardship or burden on an Owner which hardship is not self-imposed by such Owner or (2) that a change of circumstances since the date this Declaration is Recorded has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of the Project and is consistent with the high quality of life intended for Owners and Residents of the Project.

### **ARTICLE VI - ORGANIZATION OF ASSOCIATION**

#### **6.1 Formation of Association**

The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

#### **6.2 Board of Directors and Officers**

The affairs of the Association shall be conducted by a Board of three (3) or five (5) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

- 6.2.1. administration;
- 6.2.2. preparing and administering an operational Budget;
- 6.2.3. establishing and administering an adequate Reserve Fund;
- 6.2.4. scheduling and conducting the annual meeting and other meetings of the Members;
- 6.2.5. collecting and enforcing the Assessments;
- 6.2.6. accounting functions and maintaining Records;
- 6.2.7. promulgation and enforcement of the Rules and Regulations; and
- 6.2.8. all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

### **6.3 Rules and Regulations**

By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the Use of any area of the Project by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that the Rules and Regulations shall be reasonable and consistent with the rest of the Governing Documents. No Rule or Regulation may discriminate among Members.

6.3.1. Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Association, Board or Manager shall unreasonably impede Declarant's right to develop the Project.

6.3.2. ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR LOT IS LIMITED BY THE RULES AND REGULATIONS AND ALL OTHER GOVERNING DOCUMENTS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND ABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE GOVERNING DOCUMENTS MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF LOTS ARE ON NOTICE THAT DECLARANT AND/OR THE BOARD MAY ADOPT CHANGES TO THE GOVERNING DOCUMENTS FROM TIME TO TIME. COPIES OF THE GOVERNING DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION.

6.3.3. In addition to the right to adopt Rules and Regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board) shall have the right to adopt Rules and Regulations with respect to all other aspects of the Association's rights, activities and duties, provided said Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Governing Documents.

### **6.4 Personal Liability**

No Member of the Board of the Association, no Member of any committee of the Association, no officer of the Association and no Manager or other employee of the Association shall be personally liable to any Member or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the ARC, the Manager, any representative or employee of the Association or any committee, committee Member or officer of the Association; provided, however, the limitations set forth in this *Section 6.4* shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

### **6.5 Professional Management**

The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the 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 or permitted to be performed by the Association itself. Any such management agreement may be terminated by the Declarant without cause at any time during the Period of Declarant Control. In addition, any such management agreement may be terminated by the Association without cause upon giving reasonable notice at any time after the expiration of the Period of Declarant Control.

## **6.6 Implied Rights**

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty of the Board to institute litigation on behalf of or in the name of the Association or its Members. In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Articles and Bylaws. All final decisions of the Board shall be final and binding upon all associated Persons.

## **ARTICLE VII - MEMBERSHIPS AND VOTING**

### **7.1 Membership**

Every Person who is the Owner of a Lot shall be subject to Assessments and shall be a Member of the Association (provided, however, Declarant as a Class B Member shall be and shall remain a Member of the Association at all times that the Class B Member status exists with voting rights, notwithstanding its temporary exemption status from required Assessments payments). Each such Owner shall have the following number of Memberships:

7.1.1 Lots. One Membership for each Lot owned by the Member.

7.1.2. Intentionally omitted.

7.1.3. Each Membership shall be appurtenant to and may not be separated from ownership of a Lot to which the Membership is attributable. As provided in this *Section 7.1* above, there shall be only one Membership for each Lot, which Memberships shall be shared by any joint Owners of, or Owners of undivided interests in a Lot.

### **7.2 Declarant**

The Declarant shall be a Member of the Association for so long as the Declarant holds a Class B Membership pursuant to *Section 7.3.2* below or for owns any Lots within the Project and holds a Class A Membership.

### **7.3 Voting Rights**

7.3.1. Class A. The Class A Memberships shall be all Memberships other than the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the foregoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

7.3.2. Class B. The Class B Memberships shall be held only by the Declarant and any successor of Declarant who takes title to any Lot from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Except as provided in the preceding sentence, upon the sale of a Lot by Declarant, the transferee of such Lot shall automatically become the Owner of a Class A Membership. The Declarant shall initially be entitled to ten (10) votes for each Lot owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots then owned by the Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):



7.3.2.1. four (4) months after 75% of the Lots within the Project owned by Declarant have been conveyed to Owners other than Declarant; or

7.3.2.2. seven (7) years after Declarant and any successor in interest to the rights of Declarant as the Declarant under this Declaration has ceased to offer Lots for sale in the ordinary course of business; or

7.3.2.3 the day when Declarant, in its sole discretion, Records an instrument in the Office of the Recorder in Summit County, Utah, that it voluntarily surrenders some or all of its rights to control activities of the Association following written notice to the Owners.

7.3.2.4. If and when Declarant elects to voluntarily relinquish control of the Association, described in *Section 7.3.2.3* above, Declarant shall send written notice of such relinquishment to the Board. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

7.3.2.5. From and after the happening of such above-described Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned, (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with *Section 6.2* above.

7.3.3. Voting Threshold. Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in Person or by valid proxy at such meeting.

#### **7.4 Membership Rights**

Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time. In any situation in which a Member is entitled personally to exercise the vote appurtenant to such Member's Lot and there is more than one Owner of a particular Lot, the vote associated with such Lot shall be exercised as such co-Owners determine among themselves and as they then advise the Board in writing. Absent such written designation by joint Owners of a Lot, the Lot's vote shall be suspended, if more than one Persons seek to exercise it.

#### **7.5 Transfer of Membership**

The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way, except upon the transfer of ownership to an Owner's Lot and then only to the transferee of ownership to such Lot. A transfer of ownership to a Lot may be affected by Deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to a Lot shall automatically operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

### **ARTICLE VIII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN**

#### **8.1 Creation of Lien and Personal Obligation of Assessments**

Declarant, for each Lot hereafter established within the Project, hereby covenants and agrees, and each Owner by acceptance of a Deed or other conveyance of a Lot (whether or not it shall be so expressed in such Deed or conveyance) is deemed to covenant and agree, to pay Assessments as provided in this

Declaration. All Assessments shall be established and collected as hereinafter provided. No diminution or abatement of Assessments nor any decrease, offset or deduction shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association or the Board to comply with any law, ordinance, or with any order or directive of any Governing Authority or other governmental authority. The obligation to pay Assessments shall be deemed to be a separate and independent covenant on the part of each Owner. The Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner, unless expressly assumed by them. However, the lien upon the applicable Lot for any unpaid Assessments existing at the time of any transfer shall continue, notwithstanding such transfer, until the Assessments have been paid in full.

## **8.2 Property Assessable Upon Recording of Deed**

ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOT(S) SHALL BE SUBJECT TO FULL ASSESSMENT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION UPON ACCEPTANCE OF A DEED, REGARDLESS OF WHETHER OR NOT SUCH LOT(S) HAVE BEEN IMPROVED, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION. At the time a Deed is Recorded conveying a Lot to an Owner, such Lot shall thereupon be subject to the Assessments, and the Board shall levy such Assessments upon the Owner of the Lot at closing of the sale or purchase. Assessments shall be prorated for the remaining portion of the Assessment term, e.g. annual, semi-annual, quarterly or monthly basis, as determined by the Board. In any dispute, question or controversy regarding whether property is Assessable Property, the Board shall have the exclusive power and authority to decide such dispute, question or controversy, and any decision regarding the foregoing shall be conclusive and binding on all interested parties. All decisions of the Board regarding the foregoing shall be final and binding on all associated Persons.

8.2.1. Membership Initiation Fee. Upon the initial transfer of a Lot from the Declarant to a Person, in addition to Assessments being prorated for the remaining portion of the Assessment term, a one-time Membership Initiation Fee shall be charged as an Individual Assessment at closing in an amount equaling the next full quarter of Assessments. All Membership Initiation Fees assessed shall be deposited into the Reserve Fund to be used for the purposes described in *Section 8.3.3.4 herein*. The Membership Initiation Fee shall not be charged on subsequent transfers of a Lot.

## **8.3 Assessments**

Assessments shall be computed and assessed against all Lots as follows:

8.3.1. Purpose of Assessments. The Assessments provided for herein are assessed and collected by the Board for the purpose of obtaining from the Owners the funds necessary to enable the Association to pay the Common Area Expenses incurred by the Association in the performance of the responsibilities and duties of the Association as set forth in the Governing Documents.

8.3.2. Creation of Assessments. Owners shall pay Assessments as they may be calculated and charged from time to time by the Board.

8.3.3. Budget. At least annually the Board shall prepare and adopt a Budget for the Association.

8.3.3.1. Itemization. The Budget shall set forth an itemization of the anticipated Common Area Expenses for the 12-month calendar year, commencing the following January 1.

8.3.3.2. Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated Common Area Expenses. Estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and Special Assessments, premiums for all insurance which the Board is required or permitted to maintain, community lighting and heating, water charges, repairs and maintenance of specified areas and replacement of those elements of the specified areas that must be replaced on a periodic basis, wages for Association employees or contractors, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvements, general reserve fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

8.3.3.3. Presentation of the Budget. The Board shall present the adopted Budget to the Members at a meeting of the Members called for the purpose of the presentation of the Budget, which may be the annual meeting of the Members or a special meeting of the Members called for that purpose. The Budget shall be deemed approved and effective unless, within forty-five (45) days after the date of the meeting at which the Board presented the Budget to the Members, there is a vote of disapproval by at least fifty-one percent (51%) of all the Members entitled to vote, which vote shall be taken at a special meeting called for that purpose by the Members pursuant to the terms of this Declaration or the Bylaws. Notwithstanding the foregoing, if the Members disapprove all or a portion of the Budget, for the succeeding year, then and until such time as a new Budget shall have been adopted by the Board, the Budget last adopted by the Board (and not disapproved by the applicable Members) shall continue as the Budget for any category of the Common Area Expenses until the Board adopts another Budget, which Budget is not disapproved by a Majority of the Members affected thereby. Notwithstanding anything in this *Section 8.3.3.3*, to the contrary, Members shall have no right to disapprove a Budget during the Period of Declarant Control.

8.3.3.4. Reserve Fund. The Board shall cause the Association to establish and maintain a Reserve Fund to cover the cost of repairing, replacing or restoring Improvements to the Shared Driveway that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost of repairing, replacing or restoring such Improvements cannot reasonably be funded from the Budget or other funds of the Association (the "Reserve Fund"). Pursuant to *Section 57-8a-211* of the Utah Code, the Board shall cause a Reserve Fund analysis to be conducted as required by law. After the initial Reserve Fund analysis is conducted, the Board shall review and, if necessary, update a previously conducted Reserve Fund analysis on a periodic basis. The Board may conduct a Reserve Fund analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the Reserve Fund analysis.

8.3.3.4.1. The Board may not use money in the Reserve Fund: (i) for daily maintenance expenses, unless a Majority of the Members vote to approve the Use of the Reserve Fund money for that purpose; or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

8.3.3.4.2. The Board shall maintain the Reserve Fund separately from other funds of the Association.

8.3.3.4.3. The foregoing may not be construed to limit the Board from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by the Articles or the Bylaws.

8.3.3.4.4. The Association shall annually provide Members a summary of the most recent Reserve Fund analysis or update and shall provide a copy of the complete Reserve Fund analysis or update to any Member who requests a copy of the same.



8.3.3.4.5. In formulating the Budget each year, the Board shall include a Reserve Fund line item in an amount the Board determines, based on the Reserve Fund analysis to be prudent. Within forty-five (45) days after the day on which the Association adopts its annual Budget, the Members may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the allocated voting interests of the Members in a special meeting called by the Members for the purpose of voting whether to veto a Reserve Fund line item. If the Members veto a Reserve Fund line item as provided in the foregoing sentence, and if a Reserve Fund line item exists in the previously approved Budget of the Association that was not vetoed, the Association shall fund the Reserve Fund in accordance with the prior Reserve Fund line item that was not vetoed.

8.3.4. Uniform Rate of Assessments. The annual Assessments shall be allocated equally to the Owners who are responsible for the payment of such Assessments, as applicable, and may be collected on an annual, semi-annual, quarterly or monthly basis, as determined by the Board. The dates and manner of payment shall be determined by the Board. The Board has the sole authority and discretion to determine how and when the Assessments are to be paid.

8.3.5. Failure to Assess. The omission or failure of the Board to fix the Assessments amounts or rates or to deliver notice of an Assessments to each Owner shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which Assessments were made until new annual Assessments are made, at which time any shortfalls in collections may be assessed retroactively by the Board.

8.3.6. Personal Obligation of Owner. Owners are personally liable to pay all Assessments. Provided, however, no Mortgagee (but not the seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" means and refers jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of Record in the Official Records, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

8.3.7. Statements of Account.

8.3.7.1. Statement of Account Unassociated with Sale, Transfer or Refinance. Upon written request, the Association shall furnish to any Owner a written statement of any Assessments due, if any, on such Owner's Lot. The Association may require the advance payment of a processing charge not to exceed twenty-five dollars (\$25.00) for the issuance of such statement.

8.3.7.2. Payoff Statement Associated with Sale, Financing, Refinancing or Closing. Upon written request to the Association's primary contact designated under Section 57-8a-105(3)(d) of the Utah Code by an Owner's closing agent who is assisting the Owner with the financing, refinancing or closing of the sale of the Owner's Lot, the Association shall furnish a payoff statement to the closing agent within five (5) business days. The Association may charge a reasonable fee associated with the request up to fifty dollars (\$50.00), however payment of the fee shall not be required before closing.

8.3.7.2.1. To be effective, the written request to the Association referenced in Section 8.3.7.2 above shall contain (i) the name, telephone number and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information; and (iii) is accompanied by a written consent for the release of the payoff information (A) identifying the person requesting the information as a person to whom the payoff information may be released and (B) signed and dated by an owner of a Lot for which the payoff is requested.

## **8.4 Special Assessments**

In addition to the other Assessments authorized herein, the Association may levy Special Assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Improvement upon Shared Driveway, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary Common Expenses, provided that, except as provided in *Section 8.4.1* below, any such Special Assessment shall have the ascent of a majority of the votes of the Members who are voting in Person or by proxy at a meeting duly called for such purpose or by written approval of such Members. The provisions of this *Section 8.4* are not intended to preclude or limit the assessment, collection or Use of Assessments, other than Special Assessments. Special Assessments may be collected as specified by the Board, unless otherwise determined by the majority vote of the Members of the Association approving the Special Assessment.

8.4.1. Board Based Assessment. So long as the total Special Assessment does not exceed ten percent (10%) of the total of all budgeted Common Area Expenses in any one fiscal year (the "Special Assessment Limit"), the Board may impose the Special Assessment upon Class A Members which are not exempt, as determined by the Board, without the approval of the Members to be assessed a Special Assessment.

8.4.2. Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a Majority of the Members to be assessed a Special Assessment. The Board in its discretion may allow any Special Assessment to be paid in installments.

## **8.5 Individual Assessments**

Individual Assessments shall be levied by the Board against an Owner of a Lot to reimburse the Association for:

- 8.5.1. fines levied and costs incurred in enforcing the Governing Documents;
- 8.5.2. costs associated with the maintenance, repair or replacement of matters for which the Owner is responsible;
- 8.5.3. any other charge, fee, dues, expense, or cost designated as an Individual Assessment in the Governing Documents; and
- 8.5.4. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

## **8.6 Collection of Assessments**

All Assessments must be paid in a timely manner and shall be collected as follows:

8.6.1. Time is of the Essence. Time is of the essence, and all Assessments shall be paid promptly when due.

8.6.2. Delinquent Assessments. Any Assessments which are not paid when due are delinquent (Delinquent Assessments) and shall constitute a lien against the Lot affected, which lien shall attach automatically, regardless of whether an Assessment Lien is Recorded.

8.6.3. Late Assessments, Interest and Collection Costs. Any Assessments that remain unpaid for a period of more than ten (10) days shall incur a late charge of twenty-five dollars (\$25.00) or ten percent (10%) of the delinquent amount, whichever is greater. Interest at the rate of one-and-one-half percent (1.5%) per month shall accrue on all delinquent amounts commencing on the due date thereof and continuing until the Delinquent Assessments plus any expenses incurred by the Association in collection of Delinquent Assessments, including reasonable attorneys' fees and costs, and accrued interest is paid in full. The Board may, in its discretion, change the amount of the late fee and/or the interest rate that accrues on Delinquent Assessments and/or waive accrued interest, but the Board is not required to do so.

8.6.4. Notice of Delinquency. The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner. However, the Association shall be entitled to assess late charges and interest as provided in this Declaration, regardless of the date on which any such notice of delinquency is given.

8.6.5. Acceleration. The Board may, at its option and in its discretion, elect to accelerate the entire amount of the annual Assessments or the remaining Assessments for the fiscal year attributed to a delinquent Owners and all accrued but unpaid interest thereon. If, however, the annual Assessments are accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its discretion, may elect to decelerate the obligation.

8.6.6. Notice of Lien. If any Delinquent Assessment in a notice of lien evidencing the unpaid amounts, accrued interest, late charges, attorneys' fees, the cost of a foreclosure or abstractor's report, and any other additional charges permitted by law should be Recorded (Assessment Lien), then the lien provided for in this *Section* shall be for the benefit of the Association on behalf of all other Owners who have been assessed a similar Assessment by the Association. It may be executed by the Association's President, Treasurer, Manager, attorney or any other designated agent.

8.6.7. Foreclosure of Lien and/or Collection Action. If any Delinquent Assessment remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or foreclose the Assessment Lien.

8.6.8. Personal Obligation. Each Owner, by acceptance of a Deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessment as a debt or to foreclose an Assessment Lien in the same manner as mechanics liens, mortgages, Deeds of trust or encumbrances may be foreclosed.

8.6.9. No Waiver. No Owner may waive or otherwise exempt himself or herself or itself from liability for the Assessments provided for herein by the abandonment of such Owner's Lot or because of a suspension of rights as described in *Section 4.1.1*.

8.6.10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with an order or directive of any governing or other governmental authority. The obligation to pay Assessments shall be a separate and independent covenant on the part of each Owner.

8.6.11. Application of Payments. All payments shall be applied first to satisfy all Delinquent Assessments, then to satisfy current Assessments, next attorney's fees and costs and lastly accrued interest.

8.6.12. Establishment of Assessment Period. The period for which the Assessment is to be levied (Assessment Period) shall be the calendar year, except that the first Assessment Period shall commence upon the Recording of this Declaration and terminate on December 31 of such year. The Board in its discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period.

8.6.13. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to the commencement of such foreclosure or enforcement, at the address of the Member on the



Records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it, even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Assessments against Members who become such during an Assessment Period shall be prorated.

8.6.14. Declarant's Duty to Fund Deficits. Beginning on the date of the recordation hereof, and continuing until the expiration of the Period of Declarant Control, Declarant shall either (i) fund the difference, if any, between the amount of Assessments payable by Owners other than Declarant and the actual Common Area Expenses incurred by the Association for each Assessment period (the "Association Deficit"); or (ii) pay Assessments on its unsold Lots as described more fully below. In the event Declarant elects to fund the Association Deficit, the Declarant will pay outright to the Association an amount equal to the Association Deficit ("Declarant Payment"). After the expiration of the Period of Declarant Control, Declarant shall pay outright Assessments on each Lot it owns. Each Assessment payment made by Declarant and each Declarant Payment, if any are made, may be satisfied by Declarant's cash payment or may be satisfied by "in kind" contributions of services or materials, or a combination of the same. If Declarant uses "in kind" contributions, then the nature and value of such contributions must be agreed to in writing between the Declarant and the Board.

## **ARTICLE IX - ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ENFORCEMENT OF ASSESSMENT LIEN**

### **9.1 Association as Enforcing Body**

Except as otherwise set forth in this Declaration, the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration.

### **9.2 Association's Enforcement Remedies**

If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments and/or Assessment Lien by taking one or more of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise any other remedy):

9.2.1. Suit. Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and/or

9.2.2. Foreclosure. Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages or Deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with *Chapter 1a, Title 38, Utah Code Annotated*, as amended from time to time, or any other means permitted by law, and the Lot may be redeemed after foreclosure sale, if provided by law.

9.2.2.1. Trustee to Facilitate Foreclosure. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of Deeds of trust, Declarant hereby designates Matthew Hutchinson, attorney at law, as Trustee, and Declarant hereby conveys and warrants pursuant to *Sections 57-1-20 and 57-8a-302* of the Utah Code to Trustee, with power of sale, the Lots and all of the Improvements to the Lots within the Project for the purpose of securing payment of all of the Assessments under the terms of this Declaration. Each Owner, by accepting a Deed to a Lot, also hereby conveys and warrants to Trustee, with power of sale, each Lot acquired by such Owner and all of the Improvements thereon for the purpose of securing payment of all of the Assessments under the terms of this Declaration and such Owner's performance of such Owner's

obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under Deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Lot beyond those rights and interests necessary and appropriate to foreclose any liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed 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 Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

9.2.2.2. Notwithstanding the subordination of an Assessment Lien as described in *Section 8.3*, the delinquent Member shall remain personally liable for the Assessments and related costs after such Member's Membership is terminated by foreclosure or Deed in lieu of foreclosure or otherwise.

9.2.3. Collection of Lease Payments from Tenant. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as the Owner's attorney-in-fact to collect rent from any Person renting the Owner's Lot if the Owner is delinquent. Provided that the Board complies with the requirements of *Section 57-8a-310*, as amended, supplemented or replaced from time to time, the Board may require a residential tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable. Before requiring a tenant to pay lease payments to the Association, Declarant, the Association's Board or Manager shall give the Owner notice that shall state (i) the amount of the Assessment due, including any interest, late fee, collection cost and attorney's fees, (ii) that any costs of collection, including attorney's fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments, and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

9.2.3.1. If the Owner fails to pay the amount owing within 15 days after the notice described in *Section 9.2.3* herein, Declarant or the Association's Board or Manager may exercise the Association's rights herein by delivering a written notice to the tenant. The notice shall state that (i) because of the Owner's failure to pay Assessments within the required time, the Board has notified the Owner of the Board's intent to collect all lease payments until the amounts owing are paid; (ii) Utah law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payments, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. A copy of the notice to the tenant shall be sent to the Owner.

9.2.3.2. The tenant to whom notice under *Section 9.2.3.1* is given shall pay to the Association all future lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant and (ii) until the Association notifies the tenant that the amount owing is paid.

9.2.3.3. The Owner shall credit each payment that the tenant makes to the Association under this *Section* against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner and may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to an Association as required under this *Section*.

9.2.3.4. Within five (5) business days after the amount owing is paid, Declarant, the Board or Manager shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. A copy of the written notice shall be sent to the Owner.

9.2.3.5. The Association shall deposit the money paid under this *Section* in a separate account and disburse the money to the Association until the amount owing is paid and any cost of administration, not to exceed twenty-five dollars (\$25.00) is paid. Within five (5) days of the amounts owing being paid in full, the Association shall pay any remaining balance to the Owner.

9.2.4. Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of any Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

### **9.3 Priority of Lien**

The Assessment Lien provided for herein shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided and except as provided in *Section 17.5*, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. The sale or transfer of any Lot shall not affect the Assessment Lien, except as provided in *Section 17.5*.

### **9.4 Attorneys' Fees and Costs**

In any action taken pursuant to *Section 9.2*, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with the Association's collection costs and attorneys' fees.

## **ARTICLE X - USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES**

### **10.1 Purposes for Which Association's Funds May Be Used**

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of all land, properties, Improvements, facilities, services, projects, programs, studies and systems, within the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on the Shared Driveway, and public right-of-way and drainage areas within the Project; insurance; communications; utilities; public services; indemnification of officers and directors of the Association and any committees created by the Association; and compliance with any Governing Document. The Association also may expend its funds as otherwise permitted under the laws of the State of Utah.

### **10.2 Borrowing Power**

The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members.

### **10.3 Association's Rights in Spending Funds from Year to Year**

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.



## ARTICLE XI - MAINTENANCE

### 11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway.

### 11.2 Maintenance and Use of Lots

Except as provided in *Section 11.1* above, each Residence, Improvement, and Lot shall be properly maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or Use of any other Residence, Improvement, or Lot.

11.2.1. Failure to Maintain; Corrective Action Necessary. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being Used in a manner which violates this Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14)-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to:

11.2.1.1. enter the Lot and cause such action to be taken, and the cost thereof shall be added to and become a part of the Assessment (including interest at the rate of eighteen percent (18%) per annum) to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien;

11.2.1.2. Record a notice of violation;

11.2.1.3. impose a fine commensurate with the severity of the violation; and/or

11.2.1.4. bring an action at law and recover judgment of specific performance and/or damages against the Owner and including costs and attorneys' fees.

11.2.2. In any action taken pursuant to *Section 11.2.1* above, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Association's collection costs and attorneys' fees.

## ARTICLE XII - ARCHITECTURAL REVIEW COMMITTEE

### 12.1 The Committee

12.1.1. Composition of ARC. Declarant hereby establishes an Architectural Review Committee for Lilac Hill East (the ARC), which shall be responsible to carry out all of the other responsibilities assigned to the ARC herein and other Governing Documents. The ARC shall be composed of three (3), five (5) or

seven (7) individuals or entities the Declarant determines in its sole discretion, who need not be Members of the Association. All Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC.

12.1.2. Term. Except for two of the initial members of the ARC appointed by Declarant (whose term shall be two (2) years), the term of office of each member of the ARC, subject to *Section 12.1.1.* hereof, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC member die, retire, resign, become incapacitated, or in the event of a temporary absence, a successor may be appointed as provided in *Section 11.1.* The Declarant may remove any member of the ARC at any time for any cause without notice.

12.1.3. Chair of the ARC. So long as Declarant appoints the ARC, Declarant shall appoint the chairman. At such time as the ARC is appointed by the Board, the chairman shall be elected annually from among the Members of the ARC by majority vote of said Members. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any Member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

12.1.4. Voting. The affirmative vote of a majority of the Members of the ARC shall govern its actions and be the act of the ARC. A quorum shall consist of all three members regardless of the number of members.

12.1.5. Consultants. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate.

12.1.6. ARC-Related Expenses; Plan/Review Fee. Except as provided below, all expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee as an Individual Assessment related to each application submitted to it for architectural review, in an amount which may be established by the Board from time to time upon consultation with the ARC. The review fee shall be collected by the ARC and remitted to the Association to defray the expenses of the ARC's operation. The review fee may not exceed the actual cost of reviewing and assessing the Owner's application and related plans.

## **12.2 Purpose of the ARC**

The ARC shall review, study and either approve, reject or request additional information and materials in support of Owner's application related to the proposed Improvements to a Lot, all in compliance with the Governing Documents specifically including the any guidelines adopted and established from time to time by the ARC which are incorporated by reference.

12.2.1. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents.

12.2.2. The ARC shall exercise its best judgment to see that each Owner and/or Builder undertakes its development of a Lot, including but not limited to, the Private Roads, public roads, and major infrastructure, in compliance with the Governing Documents.

12.2.3. Except for Improvements made by Declarant, no Improvement on a Lot shall be erected, placed or altered on any Lot nor shall any construction be commenced until plans for such Improvements have been approved by the ARC.

12.2.4. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to the Owner's right to appeal the procedure of which is described in the Bylaws.

### **12.3 Limitation of Liability**

The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual ARC Member, shall be liable to any Person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC Member acted with gross negligence or was guilty of willful misconduct. Approval by the ARC does not necessarily assure approval by the appropriate Governing Authority. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its Members shall be responsible or liable to any Owner, developer, or contract holder with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any Improvements. Neither the Board, the ARC, or any agent thereof, nor Declarant or any of its shareholders, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Governing Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Board in any such suit or proceeding which may arise by reason of the ARC's decision. The Board, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC shall be adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

### **12.4 Intentionally omitted.**

## **ARTICLE XIII – RIGHTS AND POWERS OF ASSOCIATION**

### **13.1 Association's Rights and Powers as set Forth in Articles and Bylaws**

In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, in the other Governing Documents and in the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101, et seq. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and the other Governing Documents and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours by prior appointment.

### **13.2 Association's Rights of Enforcement**

The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all Covenants, restrictions, reservations, charges, servitudes, Assessments, conditions, liens or easements provided for in any contract, Deed, Declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms



of this Declaration or any other Governing Document and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

### **13.3 Contracts with Others for Performance of Association's Duties**

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Board Members or officers of the Association or Members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Board Members acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such Board Member, officer or committee Member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he or she is a Member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested

### **13.4 Declarant-Related Disputes; Pre-Litigation Requirements**

13.4.1. Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that the Owner is purchasing from Declarant or any aspect of the Project, all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Project, are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable later to seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and each Owner (by purchasing a Lot) acknowledge and agree that each Owner takes ownership and possession of the Lot, and AS IS, WHERE IS, with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular Use, or of habitability.

13.4.2. Notice of Claim and Opportunity to Cure. All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or any its agents, employees, executing officers, Managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred and fifty (150) days to cure or resolve

the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If the Dispute is not resolved within the one hundred and fifty (150)-day right to cure period, then with respect to any claims, actions or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this *Section* shall immediately apply again, and any pending action or proceedings shall be stayed during the one hundred and fifty (150)-day period.

**13.4.3. Pre-Litigation Requirements.** Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual Managers, owners, Members or officers of Declarant, Declarant's contractors, engineers or architects, or any other Person or entity involved in the design or construction of the Residences unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following Pre-Litigation Requirements have been satisfied:

13.4.3.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten years of experience, with the legal opinion providing in substance the following: (a) a description of the factual allegations and legal claims to be asserted in the action; (b) 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 (c) 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");

13.4.3.2. A copy of the opinion letter described 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 for the Association to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty-seven percent (67%) of the voting rights of all of the Owners within the Project; and

13.4.3.3. The Association has collected funds from the Owners, by Special Assessment or otherwise, equal to at least fifty percent (50%) of the Litigation Budget as set forth in the opinion letter obtained as described above.

13.4.3.4. If any claims or actions of the Association are filed without satisfying all of the requirements of *Section 13.4.3* listed above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this *Section 13.4*, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

13.4.3.5. The purposes of these requirements include, but are not limited to, the following: (a) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (b) to minimize the risks of becoming 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 (c) to avoid becoming involved in litigation without sufficient support from the Members financially and otherwise.

For purposes of clarity, this *Section 13.4* and the requirements set forth herein shall not apply to any actions or legal proceedings (a) filed by the Association to recover payment of any Assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (b) filed by

individual Owners relating solely to their own Lot. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

## **ARTICLE XIV – INSURANCE AND FIDELITY BONDS**

### **14.1 Hazard Insurance**

The Association shall at all times maintain in force insurance satisfying the insurance requirements set forth in *Sections 57-8a-401 through 57-8a-407* of the Utah Code, as such *Sections* may be amended, supplemented or replaced from time to time, which may include the following coverages: all insurable Improvements, if any, on the Shared Driveway, or owned by the Association; but excluding land, foundations, excavations, and other 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. If blanket all-risk insurance is not reasonably available, then at a minimum, such “master” or “blanket” policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and Use, including (without limitation) all perils normally covered by the standard “all risk” endorsement, where such endorsement is available. 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 Shared Driveway, exclusive of land, foundations, excavation, and other items normally excluded from coverage. 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 of the property’s insurable replacement cost but no more) and, if the policy includes a coinsurance clause, an agreed amount endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy shall be determined by the Board.

14.1.1. The Association shall have no obligation to provide any insurance for any structure or Building located on Lot within the Project.

### **14.2 Policy Requirements**

The name of the insured under each policy required to be maintained by the foregoing *Section 14.1* shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an agreement (referred to herein as an Insurance Trust Agreement), or any successor to such 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 First Mortgagee. Each Owner and each such Owner’s First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

14.2.1. Each policy required to be maintained by the foregoing *Section 14.1* 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.

14.2.2. Each policy required to be maintained by the foregoing *Section 14.1* shall provide, if available, for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; a provision that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and a provision that the policy is primary in the event the Owner has other insurance covering the same loss.



### **14.3 Fidelity Bonds or Insurance**

The Association shall at all times maintain in force and pay the premiums for “blanket” fidelity bonds or insurance, including but not limited to, directors’ and officers’ insurance for the benefit of all Members of the Board, officers and Members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Declaration, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide “blanket” fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager’s officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association’s best business judgment and shall not be less than the estimated maximum of funds, including Reserve Funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage.

### **14.4 Liability Insurance**

The Association shall maintain in force, and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Shared Driveway and public ways in the Project, if any, all other areas of the Project that are under the Association’s supervision. 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 two million dollars (\$2,000,000) 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 Shared Driveway, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified by any party without at least thirty (30) days’ prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

### **14.5 Annual Review of Policies and Coverage**

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Shared Driveway, and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration and the requirements of any applicable laws. In the event any of the insurance coverage provided for in this *Article XIV* is not available at a reasonable cost or is not reasonably necessary to provide the Association with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this *Article XIV* so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project.

## **ARTICLE XV - DAMAGE OR DESTRUCTION**

### **15.1 Association as Attorney in Fact**

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner’s true and lawful attorney-in-fact in such Owner’s name, place, and stead for the purpose of dealing with personal property owned by the Association on behalf of the Owners upon damage or destruction as provided in this *Article* or a complete or partial taking as provided in *Article XVI* below. Acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner shall constitute, appointment of the 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, assignment, Deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Declaration.

#### **15.2 Estimate of Damages or Destruction**

As soon as practical after an event causing damage to or destruction of any part of the personal property owned by the Association, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part thereof so damaged or destroyed. "Repair and reconstruction" as Used in this *Article XV* shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

#### **15.3 Repair and Reconstruction**

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

#### **15.4 Funds for Repair and Reconstruction**

The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of such affected personal property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to *Section 8.4*, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

#### **15.5 Disbursement of Funds for Repair and Reconstruction**

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in *Section 15.4* above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to pay for future Common Area Expenses.

#### **15.6 Notice to First Mortgagees**

The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the personal property owned by the Association.

### **ARTICLE XVI - CONDEMNATION**

#### **16.1 Rights of Owners**

Whenever all or any part of the Project shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

## ARTICLE XVII - MORTGAGEE REQUIREMENTS

### 17.1 Notice of Action

Upon written request made to the Association by a Mortgagee, or an insurer or governmental guarantor of a Mortgage, which written request shall identify the name and address of such Mortgagee, insurer or governmental guarantor and the Lot number or the address of the Residence, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

17.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2. Any delinquency in the payment of Assessments owed by an Owner, whose Lot is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

17.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association; and

17.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in *Section 17.2* below or elsewhere herein.

### 17.2 Matters Requiring Prior Eligible Mortgagee Approval

Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Members in 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 of Eligible Mortgagees holding Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to Mortgages held by Eligible Mortgagees shall be required to:

17.2.1. Dissolve the Association after substantial destruction or condemnation occurs. Dissolution of the Association for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding Mortgages on Lots having at least sixty-seven percent (67%) of the votes of the Members in the Association owning Lots subject to Mortgages held by Eligible Mortgagees.

17.2.2. Amend any material provision of this Declaration, the Articles, Bylaws or Plat after the expiration of the Period of Declarant Control and the Declarant no longer owns any portion of the Project. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors for clarification only):

17.2.2.1. Increases in Assessments that raise the previous annual Assessment amount by more than thirty percent (30%);

17.2.2.2. Redefinition of any Lot boundaries encumbered by a Mortgage held by an Eligible Mortgagee (except as otherwise permitted by this Declaration);

17.2.2.3. A decision by the Association to establish self-management if professional management had been required previously by this Declaration;

17.2.2.4. Restoration or repair of the Project (after damage or partial condemnation) in a matter other than that specified in this Declaration; or

17.2.2.5. Any provisions that expressly benefit Mortgagees, insurers or guarantors.



### **17.3 Mortgagee Approval**

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified, with a “return receipt” requested.

### **17.4 Availability of Documents and Financial Statements**

The Association shall maintain and have current copies of the Governing Documents 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 Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours by prior appointment.

### **17.5 Subordination of Lien**

The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments 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, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, the purchaser at the Mortgage foreclosure or Deed of trust sale, or any grantee taking by Deed in lieu of foreclosure, of the Lot affected or previously affected by the First Mortgage concerned.

### **17.6 Payment of Taxes, Charges or Premiums**

In the event any taxes or other charges which may or have become a lien on the Project are not timely paid, or in the event the required hazard insurance described in *Section 14.1* lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or obtain such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

### **17.7 Priority**

No provision of this Declaration or the other Governing Documents 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 Lots.

### **17.8 Mortgagee Notice Information.**

Upon request, the Association may request from an Owner and an Owner has the obligation to furnish the name and address of a holder of any mortgage encumbering such Owner's Lot for purposes of providing notice under this *Section*.

## ARTICLE XVIII – TERM; AMENDMENTS; TERMINATION

### 18.1 Term; Method of Termination

This Declaration shall be effective upon the date of the Recording hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes of all of the Members cast at an election held for such purpose (or otherwise approved for such purpose in writing) within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time, if Members casting at least sixty-seven percent (67%) of the Members eligible to vote shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from Eligible Mortgagees of fifty-one percent (51%) of the Lots upon which there are such Eligible Mortgages. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a “Certificate of Termination,” duly signed by the President or Vice President attested by the Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

### 18.2 Amendments

18.2.1. Amendment by Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners eligible to vote shall be required and shall be sufficient to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the Association shall certify that the vote required by this *Section* for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

18.2.2. Amendment by Declarant. Until the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant.

### 18.3 Declarant’s Control

It is the desire and intent of Declarant to retain control of the Association and its activities throughout the Period of Declarant Control. If any amendment requested pursuant to the provisions of this *Article XVIII* deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

## ARTICLE - XIX DECLARANT’S RIGHTS

### 19.1 Declarant’s Rights; Duration of Rights

19.1.1. Declarant Rights. The purpose of this *Article XIX* is to set forth certain Declarant rights, and to refer, for ease of reference, to certain other Declarant rights set forth in this Declaration. The purpose of this *Article XIX* shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

19.1.2. Duration of Rights. The rights of Declarant set forth in this Declaration that refer to this *Article XIX* shall extend for a period of time ending when Declarant no longer owns any portion of the

Project or such earlier date as determined by Declarant, in its sole and absolute discretion (“Declarant’s Rights Period”).

19.1.3. Scope. The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Governing Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to in writing by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words “its successors or assigns” specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

## **19.2 Rights During Period of Declarant Control**

19.2.1. Period of Declarant Control. The “Period of Declarant Control” under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of an Event described in *Section 7.3.2* above. During the Period of Declarant Control, Declarant, as holder of the right to vote the Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

19.2.2. Right to Amend to Preserve Control. See *Section 18.3*.

19.2.3. Right to Delegate. Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of an Event described in *Section 7.3.2*.

## **19.3 Transfer of Declarant’s Rights**

Any or all of the special rights and obligations of the Declarant may be assigned and transferred to other Persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective, unless it is in a written instrument signed by the Declarant and duly Recorded. Without limiting the generality of the foregoing, Declarant may by such Recorded instrument establish that Declarant and such Person or Persons be Co-Declarants under this Declaration, in which event such Persons shall be deemed collectively the Declarant for all purposes under this Declaration, and any ownership of portions of the Project by any such Persons shall be considered owned by Declarant. So long as Declarant continues to have rights under this *Article XIX*, no Person or entity shall Record any declaration of Covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant’s review and written consent thereto, and any attempted Recording without compliance herewith shall result in such declaration of Covenants, conditions and restrictions or similar instrument being void and of no force and effect, unless subsequently approved by a Recorded consent signed by Declarant.

## **19.4 Declarant’s Rights in the Association**

Until Declarant no longer owns any portion of the Project, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

19.4.1. prohibit or restrict in any manner the sales and marketing program of Declarant or the leasing activities of Declarant;

19.4.2. decrease the level of maintenance services provided by the Association;



- 19.4.3. diminish the powers of the ARC as stated herein;
- 19.4.4. terminate or waive any rights of the Association under this Declaration;
- 19.4.5. alter or amend this Declaration, the Articles of Incorporation or the Bylaws;
- 19.4.6. convey, lease, Mortgage, alienate or pledge any easements in the Project;
- 19.4.7. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property to the Association;
- 19.4.8. terminate or cancel any easements granted hereunder or by the Association;
- 19.4.9. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;
- 19.4.10. restrict Declarant's rights of Use, access and enjoyment of any of the Project; or
- 19.4.11. cause the Association to breach or default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent may be exercised by its representative on the Board or other Person designated to so act by Declarant.

#### **19.5 Right of Declarant to Disapprove Actions**

19.5.1. From the expiration of the Period of Declarant Control and until the Declarant no longer owns any portion of the Project, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this *Section*. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a Recorded instrument, or who become a successor Declarant pursuant to a Recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association that Declarant has disapproved.

19.5.2. This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association. 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.

#### **19.6 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Project**

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith, the quiet Use and enjoyment of the Project and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Project owned by Declarant or its successors and assigns. Each Owner, on

behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and Use as a result of the development and construction of any portion of the Project. Each Owner on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns agrees that the development, construction and completion of the Project may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

## **19.7 Declarants Rights in Connection with Development**

Declarant has conducted site development and constructed Buildings and Improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Governing Documents or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

19.7.2. erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such Buildings as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Lilac Hill East as a Community and disposing of the same by sale, lease or otherwise; or

19.7.3. conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise, including, but not limited to, placing signs and directional posts of any kind, shape or size, on any portion of the Project in Declarant's sole discretion.

19.7.4. Declarant hereby retains an easement over, under and through the Project, including without limitation each and every Lot, for development of the Community and to accomplish the purposes set forth herein, provided no such easement shall materially interfere with the Use of a Lot by the Owner of such Lot. Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Project, so long as Declarant owns any portion of the Project primarily for development and/or resale.

19.7.5. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of Buildings, Improvements or signs necessary or convenient to the development or sale of the Project.

## **19.8 Future Easements and Modifications**

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, Covenants and rights of way, to modify the boundary lines and to Plat or Re-Plat portions of the Project, for development of the Community. The Association and each Owner and Mortgagee of a portion of the Project agree to execute and deliver any and all agreements, documents, Plats and instruments that are necessary or desirable to accomplish the same.

## **19.9 Construction and Marketing**

19.9.1. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Project, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through the Project and use all other portions of the property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to enter and transact business, maintain management offices, maintain models and sales, resales and rental offices, place signs, employ sales and rental personnel, carry on construction, store construction materials and construct and assemble construction components, show Lots owned by Declarant, and Use any portion of the Project, Lots, and other Improvements owned by Declarant or the Association for purposes set forth above without any cost to Declarant and its successors, designees and assigns for such rights and privileges.

19.9.2 Construction, Sales and Management Offices. In addition, Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use sales, resales, rental, management and construction offices within the Community. Any models, sales areas, sales, resales or rental centers, management offices, parking areas, construction offices, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall remain the property of Declarant or its designees, as the case may be.

19.9.3 Declarant shall have the right to construct, maintain and repair Buildings and landscaping and other Improvements to be located on any portion of the Project owned by Declarant or the Association as Declarant deems necessary or appropriate for the development of any portion of the Project. Declarant's Use of any portion of the Project as provided in this *Section* shall not be a violation of the Association Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Project owned by Declarant or the Association in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in *Section 18.1* above.

## **19.11 Sales Material**

So long as Declarant continues to have rights under this *Article XIX*, all sales, promotional, and advertising materials, and all forms for Deeds, contracts for sale, and other closing documents for the Platting, development and sale of property in the Project by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld at Declarant's sole and exclusive discretion. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Builder within such thirty (30)-day period, Declarant shall be deemed to have disapproved such materials and documents. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

## **19.12 Modifications**

Declarant reserves for itself and its assigns the right to vary the timing, mix, type, Use, style, and numbers of Lots within any portion of the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its development plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the Uses to which such property may be devoted.



### **19.13 Assignment of Rights**

Declarant reserves the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration.

### **19.14 Amendment**

This *Article XIX* may not be amended without the express written consent of Declarant.

## **ARTICLE XX - MISCELLANEOUS**

### **20.1 Interpretation of the Covenants**

Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

### **20.2 Severability**

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

### **20.3 Change of Circumstances**

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

### **20.4 Declarant's Disclaimer of Representations**

Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) Use, or if that land is once Used for a particular use, such Use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Governing Documents.

### **20.5 References to the Covenants in Deeds**

Deeds or any instruments affecting any Lot or any part of the Project may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner of all Lots within the Project and upon all other Persons claiming an interest in any Lot through any instrument and upon such Persons' executors, administrators, successors and assigns.

### **20.6 List of Owners and Eligible Members**

The Board shall maintain up-to-date Records showing: (1) the name of each Person who is an Owner, the Lot number and street address of the Lot which is owned by the Owner, an alternate preferred address of such Person, if any has been registered with the Association, and the number of votes the Owner

is entitled to cast; and (2) the name of each Person who is an Eligible Mortgagee, and the address of such Person and the Lot which is encumbered by the Mortgage held by such Eligible Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Lot, the transferee shall furnish the Board with evidence establishing that the transfer has occurred in the form of a Deed or other instrument accomplishing the transfer which has been Recorded. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot obtained from the Office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such Person, unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for purposes deemed appropriate by the Board upon such Owner's written request and upon such Owner's payment of any copying charges and such Owner's execution of a privacy and nondisclosure statement prepared by the Board. In order for the Board to determine whether an Owner's written request for a list of the Owners or for other documents and Records maintained by the Board will be granted, the Owner's written request must be specific as to the types of Records being requested, and the Owner shall identify in the written request the purpose for which the Records are being requested. The Board shall then determine whether the purpose is proper and whether the Owner's request is made in good faith. The Board shall also determine whether the Records requested by the Owner are directly connected to the purpose deemed proper by the Board. In all cases, the Board shall comply with the requirements of Utah Code Ann. § 57-8a-227 or any successor statutes, in responding to an Owner's request to examine or copy any of the Records of the Association.

#### **20.7 General Obligations**

Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Lots, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Lot, unless otherwise expressly provided herein.

#### **20.8 Rights of Action**

Subject to the provisions of this Declaration, the Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association.

#### **20.9 Successors and Assigns of Declarant**

Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

#### **20.10 Gender and Number**

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

#### **20.11 Captions and Titles**

All captions, titles or headings of the *Articles* and *Sections* in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

#### **20.12 Notices**

Any notice permitted or required to be delivered as provided herein shall be delivered consistent with the processes described in the Bylaws.

#### **20.13 Number of Days**

In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

#### **20.14 Use of Lilac Hill East Term**

No Person shall use the term “Lilac Hill East” or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term “Lilac Hill East” in printed or promotional materials where such term is used solely to specify that a particular Lot is located within the Project.

#### **20.15 Power of Attorney**

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

*[Signatures to follow on next page]*



IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first above written.

LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
a Utah non-profit corporation

By: \_\_\_\_\_  
Its: President

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the President of LILAC HILL EAST OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR LILAC HILL EAST**

**LEGAL DESCRIPTION OF THE PROPERTY**

DRAFT

**EXHIBIT B**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LILAC HILL EAST**

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**ARTICLE OF INCORPORATION  
OF  
LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
A Utah non-profit corporation**



**EXHIBIT C**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR LILAC HILL EAST**

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**BYLAWS OF**  
**LILAC HILL EAST OWNERS ASSOCIATION, INC.**

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## BYLAWS OF

## LILAC HILL EAST OWNERS ASSOCIATION, INC.

### ARTICLE 1 – NAME, OFFICE, DEFINITIONS

#### **1.01 Name**

Lilac Hill East Owners Association, Inc. (the “Association”) is a Utah nonprofit corporation.

#### **1.02 Principal Office.**

The Association’s principal office shall be initially located at \_\_\_\_\_ Park City, UT 84060. The Association may change its principal office to the office of any professional management company retained by the Association to perform some of the duties of the Association arising under the Declaration.

#### **1.03 Definitions.**

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms herein shall have the same meaning as set forth in Article I of the Declaration of Covenants, Conditions, Easements and Restrictions for Lilac Hill East (the “Declaration”), as Recorded, and as may be amended and supplemented from time to time unless otherwise defined herein or under the Utah Revised Nonprofit Corporation Act, *Section 16-6a-et seq. of the Utah Code* (the “Act”) for which these Bylaws shall operate.

### ARTICLE 2 – MEMBERSHIP, VOTING AND MEETINGS.

#### **2.01 Membership and Voting**

Provisions governing Membership in the Association and the voting rights of its Members are set forth in *Article VII* of the Declaration.

#### **2.02 Annual Meeting**

The annual meeting of the Owners shall be held at a time designated by the Board during the month of January each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

#### **2.03 Special Meetings**

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by (1) the president voluntarily, (2) by a majority of the Directors or (3) by the president at the written request of Owners entitled to vote thirty percent (30%) or more of the total votes of



the Members of the Association with such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

#### **2.04 Place of Meetings**

The Board may designate the Association's principal offices or any place within Wasatch or Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

#### **2.05 Notice of Meeting**

The Board shall cause written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each Owner entitled to vote at such meeting. Notice shall be delivered in accordance with *Section 10.02 herein*. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a Record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the Person or Persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

(a) Adjourned or Rescheduled Meetings. If an annual or special meeting of the Members is adjourned to a different date, time or place, notice need not be given if the rescheduled meeting is no earlier than 24 hours and no later than twenty (20) days of the original meeting and is announced at the original meeting before adjournment.

#### **2.06 Quorum**

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of 20% or more Owners entitled to vote shall constitute a quorum. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time consistent with *Section 2.05(a)* above. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting. Notwithstanding the foregoing provisions of this *Section*, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

#### **2.03 Proxies**

Votes may be cast in person or by proxy. Proxies must comply with *Section 16-6a-712* of the Utah Code, as such *Section* of the Utah Code may be amended, supplemented or replaced from time to time. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. Timely submitted proxies shall remain effective for adjourned or rescheduled meetings. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

#### **2.04 Majority Vote**

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

### **ARTICLE 3 - BOARD OF DIRECTORS**

#### **3.01 Number and Election of Directors**

The Board of Directors (the "Board") shall consist of three (3) or five (5) Directors. There shall be three (3) initial Directors, appointed by Declarant, identified in the Articles set forth in Exhibit B attached hereto and incorporated herein. The initial Board shall be controlled by Declarant until the expiration of the

Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

### **3.02 Director Qualifications**

After the Period of Declarant Control expires, Directors shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as a Director of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or Director of the Association to also be an Owner.

### **3.03 Removal, Resignation, and Replacement of Directors**

(a) Removal of Directors. During the Period of Declarant Control, Declarant shall appoint and remove any and all Directors. After the expiration of the Period of Declarant Control, each Director may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

(b) Resignations. Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Replacement of Directors. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by the remaining Directors until the next annual meeting of Owners, at which time the Owners shall elect a Director to fulfill the then-remaining term of the replaced Director. Any Director elected or appointed pursuant to this *Section* shall hold office for the remainder of the unexpired term of the Director who was replaced.

### **3.04 Regular Meetings**

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

### **3.05 Special Meetings**

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone or by electronic means (i.e. e-mail, text messaging or other

similar manner). Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

### **3.06 Quorum**

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

### **3.07 Waiver of Notice**

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director, except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

### **3.08 Informal Action by Directors**

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing (which may include consent by email without a signature), setting forth the action so taken, shall be signed (or approved by email without a signature) by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

## **ARTICLE 4 - OFFICERS AND AGENTS**

### **4.01 General**

The officers of the Association shall be a president, vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One Person may hold any two offices, except that no Person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

### **4.02 Officer Qualifications**

After the Period of Declarant Control expires, officers shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as an officer of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation.

### **4.03 Removal of Officers**

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

### **4.04 Vacancies**

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.



#### **4.05 President**

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and Record amendments to the Declaration on behalf of the Association.

#### **4.06 Vice President**

The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board or the president shall prescribe. If neither the president nor the vice president is able to act, the Board shall appoint a Member of the Board to do so on an interim basis.

#### **4.07 Secretary**

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- (c) be custodian of the corporate Records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- (d) maintain at the Association's principal offices a Record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is Mortgaged, the name and address of each Mortgagee; and
- (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

#### **4.08 Treasurer**

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

### **ARTICLE 5 - COMMITTEES**

#### **5.01 Designation of Committees**

The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

#### **5.02 Proceedings of Committees.**

Each committee designated by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

#### **5.03 Quorum and Manner of Acting**

At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

#### **5.04 Resignation and Removal**

Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

#### **5.05 Vacancies**

If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

### **ARTICLE 6 - INDEMNIFICATION**

#### **6.01 Indemnification: Third Party Actions.**

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or

she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

#### **6.02 Indemnification: Association Actions.**

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

#### **6.03 Determinations.**

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in *Sections 6.01 or 6.02* hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under *Sections 6.01 or 6.02* hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in *Sections 6.01 or 6.02* hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

#### **6.04 Advances**

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

#### **6.05 Scope of Indemnification.**

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding



such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

#### **6.06 Insurance**

The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

#### **6.07 Payments and Premiums**

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Area Expenses of the Association and shall be paid with funds from the Association.

### **ARTICLE 7- EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS**

#### **7.01 Proof of Ownership**

Upon the transfer of a fee or an acceptance of a Deed to a Lot in the Project, any Person becoming an Owner shall furnish to the Association a photocopy or a certified copy of the Deed or Recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

#### **7.02 Registration of Mailing Address**

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

#### **7.03 Liens; Mortgagees**

Any Owner who Mortgages or grants a deed of trust securing such Owner's Lot shall give the Association written notice of the name and address of the Eligible Mortgagee.

### **ARTICLE 8 - SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the irrevocable right to constitute and appoint a holder of a Mortgage or Deed of trust their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the Mortgage or

Deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a Deed of trust, of their duties and obligations as Owners or to impose upon the holder of a Mortgage or Deed of trust the duties and obligations of an Owner.

#### ARTICLE 9 - AMENDMENTS

##### **9.01 By Directors.**

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

##### **9.02 Owners**

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least fifty-one percent (51%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

#### ARTICLE 10 - MISCELLANEOUS

##### **10.01 Notice to Association and Board**

(a) During Period of Declarant Control. During the Period of Declarant Control, all notices to the Association or the Board shall be sent to (i) the Registered Agent of the Declarant as registered with the Utah Department of Commerce by first class mail, (ii) to the principal office of the Association or to such other address as the Board may hereafter designate from time to time by first class mail and (iii) to the primary contact of the Association identified in the registry required by *Section 57-8a-105* of the Utah Code by email, with a copy sent to the email address of the Association's professional manager if the Association is professionally managed.

(b) After expiration of Period of Declarant Control. All notices to the Association or the Board shall be sent to (i) to the principal office of the Association as registered with the Utah Department of Commerce or to such other address as the Board may hereafter designate from time to time and (ii) to the primary contact of the Association by email, which may be a professional manager if the Association is professionally managed or the individual identified in the registry required by *Section 57-8a-105* of the Utah Code.

##### **10.02 Notices to Owners**

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including email, text message, and/or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. If notice is mailed, such notice shall be deemed to be delivered

when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Co-Owners. If a Lot is jointly owned, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

### **10.03 Affairs, Electronic Means**

Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

### **10.04 Waiver, Precedent and Estoppel**

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

### **10.05 Appeals; Informal Hearing Procedures**

An Owner who has been deemed a Non-Conforming Member and has been assessed a fine by the Board or receives a decision from a Board-appointed Committee that the Owner disputes, may request an informal hearing before the Board within thirty (30) days after the day on which the Owner receives notice of the fine or decision. If the Owner fails to timely request a hearing in writing, the Non-Conforming Member shall be deemed to have waived the right to a hearing. The Board shall not be required to conduct a hearing unless the Non-Conforming Member formally and timely requests a hearing in writing. The following procedures shall apply for any Owner who requests an informal hearing:

(a) At the appeal hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses related to the fine or citation and/or claims related to a Committee decision. Any participant may participate in the hearing by means of electronic communication so long as all participants can hear one another speak. The Owner may have counsel present at the hearing at the Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating a hearing conducted pursuant to this *Section*.

(b) Following the hearing, the Board of Trustees shall meet in executive session to discuss whether satisfactory proof was presented to show *extenuating circumstances* to justify the Member's non-confirming behavior or to overturn a decision. If a majority of the Board is required to affirm or overturn the prior assessment of a fine or a decision of a committee and the Board shall



issue an opinion consistent thereto. If the Board's decision is unfavorable to the Non-Conforming Member, as the case may be, the Board may affirm the initial fine and impose reasonable continuing fines and other monetary penalties, which shall constitute a lien upon the Lot until paid, and/or suspend the Non-Conforming Member's right to vote. The Board may also provide the Non-Conforming Member a final deadline to cure the violation if a cure is possible before the initial fine or additional fines become due or an Owner's privileges are suspended. If an Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives or is deemed to receive a final decision. All decisions of the Board are final unless an Owner appeals by initiating a civil suit consistent with *Section 57-8a-202* of the Utah Code.

(c) The Board shall deliver notice of its decision to the Owner by Certified Mail (return receipt requested) and via first-class mail to the Owner's registered address or email to the Owner's email address on file within seven (7) days of the date of the hearing. If Non-Conforming Member does not cure the offense within the number of days noted in the decision, the Board or its delegate agents shall have the power to impose additional fines and/or suspend privileges pursuant to the authority granted in the Association's Governing Documents.

(d) The procedures outlined in this Section may be applied to any decision by an agent of the Association and all violations of the Association's Governing Documents and does not preclude the Association from exercising other enforcement procedures authorized by the Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.

#### **10.06. Conflicts**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **10.07 Invalidity: Number: Captions**

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

#### **10.08 Fiscal Year**

The fiscal year of the Association shall be such as may from time to time be established by the Board. The initial fiscal year of the Association upon formation by Declarant shall be a calendar year.

#### **10.09 Conduct of Meeting**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with these Bylaws.

#### **10.10 Other Provisions**

The Declaration contains certain other provisions relating to the administration of Lilac Hill East, which provisions are hereby incorporated herein by reference.

*Continue to Next Page for Signature*

IN WITNESS WHEREOF, the Association has caused the Bylaws to be executed by an officer duly authorized to execute the same this \_\_\_\_ day of \_\_\_\_\_, 2023.

LILAC HILL EAST OWNERS ASSOCIATION, INC.,  
a Utah non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the President of LILAC HILL EAST OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_

## Exhibit F – Public Input

Rebecca,

Thank you for the recent information you provided to me regarding the upcoming Conditional Use Permit applications for Nightly Rentals for the new Lilac Hill homes at 729 and 755 Rossie Hill Drive. You were very helpful and I appreciate your responsiveness. This email provides the comments I would like included in the packet for the Planning Commission meeting on June 28, 2023. Please confirm that you received this message and that it will be included in the packet.

My husband and I are full-time residents of Sunspot Condos, which are directly across Deer Valley Drive from Rossie Hill. Although we were sorry to see the original miner's cabins modified, we are thrilled with the way the project has turned out. The decision to create single family residences has increased the neighborhood feel of this lower Deer Valley community.

However, the request to permit nightly rentals is contrary to this neighborhood feel. I've summarized our comments below:

1) **Parking** - The new homes have very limited garage space or off-street parking. Nightly rentals are typically "event" rentals - not family vacations, which means for homes with 4 - 5 bedrooms the number of cars could be significant and most will park on a street that already has parking issues.

2) **Party houses** - As we have already seen throughout our community, nightly rentals are often party houses (for example, recent new builds in Solamere). Many communities in Park City are now moving to minimum stays - often 5 or more nights - to reduce noise and bad behavior. We should learn from those previous mistakes and be proactive about new requests. Let's not have another reason to call out the Park City Police for noise complaints.

3) **Saturation of nightly rentals** - Numerous "grandfathered" nightly rentals already exist in the neighborhood. One of the messages in the recently produced "Sustainable Tourism Plan for Park City" is for residents to feel connected to the community. Another message in the plan is for residents to support tourism. Allowing yet more nightly rental is counter to those efforts.

I appreciate the opportunity to comment on this important issue and I hope the Planning Commission will consider these points and refuse the request to grant nightly rentals for these properties.

Best regards,

Rachel and Scott Sahlman

625 Deer Valley Drive, Unit A2

Park City, UT 84060