



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
June 14, 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 May 10, 2023
[05.10.2023 Minutes](#)
- 2.B Consideration to Approve the Planning Commission Meeting Minutes from May 24, 2023
[05.24.2023 Minutes](#)

3. PUBLIC COMMUNICATIONS

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5. CONTINUATIONS

- 5.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
(A) Public Hearing; (B) Continuation to June 28, 2023
[729 Rossie Hill Drive Continuation Report](#)
- 5.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
(A) Public Hearing; (B) Continuation to June 28, 2023
[755 Rossie Hill Drive Continuation Report](#)

6. REGULAR AGENDA

- 6.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
(A) Withdrawn
- 6.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 (15 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on July 6, 2023

[Staff Report Founders Place Phase II](#)

[Exhibit A: Founders Place Phase II Draft Ordinance](#)

[Attachment 1 Proposed Plat](#)

[Exhibit B: 1995 Settlement Agreement](#)

[Exhibit C: First Amended Wasatch County Density Determination](#)

[Exhibit D: Party Wall Agreement](#)

[Exhibit E: Founders Place CUP Final Action Letter](#)

[Exhibit F: Storm Water Runoff Protection Plan](#)

[Exhibit G: Founders Place Housing Mitigation Plan](#)

6.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 (45 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on July 13, 2023

[Huntsman Estates Plat Amendment Staff Report](#)

[Exhibit A: Ordinance 2023-XX](#)

[Exhibit B: Applicant's 04202020 Submittal House Size](#)

[Exhibit C: Applicant's LOD Exhibit](#)

[Exhibit D: Applicant's Visual Analysis](#)

[Exhibit E: Recorded Huntsman Estates Plat](#)

[Exhibit F: Ordinance No 2020-31](#)

[Exhibit G: Recorded Red Cloud Plat](#)

[Exhibit H: Applicant Submittals](#)

6.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 (30 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on July 13, 2023

[Appeal Authority Amendments Staff Report](#)

[Exhibit A: Draft Ordinance Creating an Appeal Panel](#)

[Exhibit B: Draft Ordinance Creating an Appeal Hearing Officer](#)

[Exhibit C: 2020 Western Planner Article](#)

7. WORK SESSION

7.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 (60 mins.)

Vibrancy and Conventional Chain Business Staff Report
Exhibit A: Ordinance No. 07-55
Exhibit B: Ordinance No. 2016-02
Exhibit C: Ordinance No. 2017-31
Exhibit D: Ordinance No. 2017-65
Exhibit E: Ordinance No. 2018-16
Exhibit F: Ordinance No. 2017-56
Exhibit G: Ordinance No. 2017-09

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 at least 24 hours prior to the meeting.

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

Planning Commission Agenda Item Report

Meeting Date: June 14, 2023

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Minutes

Agenda Section: MINUTES APPROVAL

Subject:

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

Suggested Action:

Attachments:

[05.10.2023 Minutes](#)



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 10, 2023**

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

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Assistant Planning Director; Alexandra Ananth, Senior City Planner; Spencer Cawley, City Planner; Caitlyn Tubbs, Senior Historic Preservation Planner; Jack Niedermeyer, City Planner; Virgil Lund, City Planner; Mike Owens, Battalion Chief Park City Fire District; John Robertson, City Engineer; Jason Glidden, Housing Program Manager; Mark Harrington, City Attorney

1. ROLL CALL

Chair Laura Suesser called the meeting to order at approximately 5:30 p.m. She noted that all of the Commissioners were present, with the exception of Commission Christin Van Dine who was scheduled to join the meeting in progress.

Chair Suesser mentioned that this would be Planning Director Gretchen Milliken's final meeting. She thanked Director Milliken for her service and guidance over the past few years.

Chair Suesser reported that the site visit for 327 McHenry Avenue was canceled.

2. MINUTES APPROVAL

A. Consideration of Approve the Planning Commission Meeting Minutes from April 12, 2023.

Commissioner Sarah Hall noted that on page 11, the word "not" was missing from a sentence that should read: "The City is *not* the sole applicant." This discussion involved how they amended the Affordable Master Planned Developments ("AMPD") so they could incentivize private/public partnerships, and this was an example where the City was not the sole applicant after the AMPD was amended.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from April 12, 2023, as amended. Commissioner Frontero 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

A. Land Management Code Amendment Update.

Director Milliken referenced the Staff Communications in the Packet and the upcoming schedule. She explained that the purpose of the Staff Communication was to update the Planning Commission on the Land Management Code (“LMC”) Amendments. She noted that during the April 26, 2023 meeting, the Planning Commission requested that one of the amendments discussed previously be prioritized. Director Milliken presented a list of the LMC amendments that had been enacted to date. She mentioned the Water Wise Landscaping updates that went into effect on March 9, 2023. Additionally, she highlighted the repeal of the Fractional Use Regulations following State legislation.

The City Council also enacted a Nightly Rental prohibition in the Chatham Crossing and West Ridge neighborhoods on April 27, 2023. Director Milliken noted that City Council also enacted the Bicycle Parking Regulations and Sensitive Land Overlay on April 27, 2023. She advised that there was one LMC Regulation that went before City Council on April 27, 2023, but was continued based on the Council’s request for clarification on the distinction between the Support Commercial for hotels under one ownership, but not for condominiums. The proposed Amendment would be brought back before the City Council on June 12, 2023.

Director Milliken explained that the remaining agenda for 2023 would be as follows:

- On May 24th, the Steep Slopes and Excavation Standards would come before the Planning Commission. Commissioner Johnson and Chair Suesser serve as the Liaisons for these amendments. Director Milliken stated that they were comparing the Steep Slopes Conditional Use Permits (“CUPs”) and the Sensitive Land Overlay Steep Slope criteria, along with Excavation Standards. She stated that this review also included Building and Engineering.
- Lot Combinations in Historic Districts were added to the May 24, 2023 meeting. Director Milliken stated that the Lot Combinations in Historic Districts were originally not part of the LMC Amendment priority list. Staff was happy to advance the discussions; however, she stated that these would take some time to review. The effect of a Pending Ordinance on this issue would be that Lot Combination applications submitted prior to the Pending Ordinance would be processed under the current Land Management Code. Any applications submitted after May 10, 2023, would be processed only to the extent that they comply with the Pending Ordinance until new standards are adopted.
- The May 24 meeting on Lot Combinations in Historic Districts would be the first of three public hearings on that issue.

Chair Suesser sought clarification regarding the timing of applications. Director Milliken confirmed that any application submitted before May 10th would be processed under the existing LMC. Senior City Attorney, Mark Harrington explained that applications submitted after May 10th would not be stayed. He explained that if a proposed Lot Combination was below the threshold for Lot size, it could proceed; however, if it exceeded the threshold, the application would be stayed for a period not to exceed six months. If the Planning Commission does not take action on the proposed Ordinance within six months, the application could then proceed.

Chair Suesser noted that there was some debate during the last meeting about whether there was a threshold for Lot Combinations. City Attorney Harrington advised that Assistant Planning Director Rebecca Ward would be proposing some thresholds that would balance the degree of imposing an immediate non-conformity versus the direction given by the Commission. He added that the Planning Commission would be free to modify that as it deemed appropriate at the public hearings.

Director Milliken further advised that in June they will address Conventional Chain Business and Vibrancy Ordinances in a Work Session. She noted that Commissioner Hall served as the Liaison on the proposed amendments. She commented that this was scheduled for review on March 8, 2023, but was continued to April 26 due to the heavy agenda. Unfortunately, the Historic Park City Alliance ("HPCA") was unavailable on April 26 and was rescheduled for June.

Temporary Winter Enclosures would come back before the Commission as a Work Session in July 2023, at which time they also would address the Sustainability amendments. Commissioner Hall and Commissioner Frontero were serving as the liaisons for those amendments, in which they would evaluate issues such as Electric Vehicle ("EV") Charging Stations, wood-burning stoves, and other Sustainability incentives.

Director Milliken reported that they will revisit the AMPD in August to evaluate and update such things as occupancy numbers, financial analysis, commercial allowances, parking impacts, limited Nightly Rentals, Area Median Income ("AMI"), and other issues. They issued the Request for Proposals ("RFP") for an LMC consultant to help with some of the larger amendments, and they would present the contract to the City Council at an upcoming meeting for approval of the consultant. If City Council approved the consultant, then the AMPD would come before the Commission in August. If they have to re-issue the RFP, the AMPD amendments would likely come before the Commission at a later date.

In addition, at the end of August, they would discuss clarification of parking standards for Single-Family and Multi-Use. She noted that Historic District Design Guideline illustrations would be presented in September. When they adopted the Historic District Design Guidelines in 2019, they did not include the illustrations that were in the previous Guidelines. Director Milliken explained that they retained a consultant who was pulling together the illustrations, and added her belief that the illustrations would help in clarifying what is in the Code. These illustrations would initially be presented to the Historic Preservation Board for review, and they would make a recommendation for the Planning Commission.

Director Milliken advised that they reserved October, November, and December for the consultant to look at the AMPD, Transportation, and Transportation Demand Management. She commented that this schedule was based on the priorities expressed by the Commission in 2022.

B. Lot Combinations in Historic Districts.

Director Milliken stated that the Pending Ordinance would apply to the following Zoning Districts: Historic Residential-Low Density, Historic District Residential-1, Historic Residential-2, and Historic Residential-Medium.

5. CONTINUATIONS

A. 327 McHenry Avenue – Conditional Use Permit – The Applicant Proposes to Construct a Private Recreation Facility (Swimming Pool) in the Rear Yard. PL-22-05389.

City Planner, Spencer Cawley, advised that a continuation was requested to a date uncertain so that Staff could continue to work with the applicant to provide all the necessary information for the Commission's decision on the application.

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

MOTION: Commissioner Hall moved to CONTINUE the public hearing and 327 McHenry Avenue – Conditional Use Permit to a date uncertain. Commissioner Johnson seconded the motion.

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

B. 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 Staff and the applicant requested additional time to work out some Conditions of Approval. They requested a continuation of this item to June 14, 2023.

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

MOTION: Commissioner Johnson moved to CONTINUE the public hearing and Huntsman Estates – Plat Amendment to June 14, 2023. Commissioner Van Dine seconded the motion.

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

6. REGULAR AGENDA

A. 1120 Empire Avenue – Plat Amendment – The Applicant Proposes to Remove The Lot Lines Common to Lots 26 and 27 Plus the North 0.5 Feet of Lot 28 to Create a Single Lot of Record. PL-23-05598.

City Planner, Virgil Lund explained that 1120 Empire Avenue is located within the Historic Residential-1 ("HR-1") Zoning District, and was currently occupied by a duplex that was constructed in 1974. At the time of construction, two-unit dwellings were an allowed use under the 1968 LMC.

Planner Lund stated that the applicant proposed to remove the Lot line common to Lots 26 and 27, which is located underneath the structure. Additionally, the applicant proposed to correct the nominal discrepancy of approximately 0.5 feet for the Lot line common to Lots 27 and 28. Planner Lund explained that this proposal complied with the HR-1 Zoning District requirements, and the existing use of a duplex was a Non-Conforming Use. He explained that a Non-Conforming Use

was a use that legally existed before its current zoning designation was maintained continuously since the time the regulations governing the land changed, and because of subsequent zoning changes, the current use did not conform to the zoning regulations that now govern the land. Under the current LMC, duplex dwellings require a Conditional Use Permit.

Planner Lund stated that the proposed Plat also complies with the HR-1 Zoning District Lot and Site requirements. The total Lot area of the proposed Plat would be 3,787.5 square feet, and the Minimum Lot Size is 3,750 square feet for a duplex. He reported that the width of the combined Lots would be 50 ½ feet, whereas the Minimum Lot Width is 25 feet. In addition, the Building Pad and Footprint were not regulated under the 1968 LMC. Setbacks will be required to be in compliance pursuant to Condition of Approval 4, which states that "The Duplex and the structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure."

Planner Lund explained that since the structure is currently non-compliant with Setbacks if the applicant wants to enlarge the structure, they would have to comply with the existing Setbacks of 10 feet in the front and rear and five-foot on the sides. He reported that Staff found good cause for this Plat Amendment in that the HR-1 zoning character would be retained and existing issues and non-conformities were addressed. The existing Building Footprint is 1,860 square feet. He explained that if the structure was to be demolished and a new structure rebuilt, the structure would have a Maximum Building Footprint of 1,531 square feet per the formula in the Code. Any future development would need to comply with the requirements of the LMC in effect at the time of the application submittal, including off-street parking. Currently, this property has two spaces, and four are required. Staff recommended the Planning Commission review the Plat Amendment, open a public hearing, and consider forwarding a positive recommendation for City Council's consideration on June 15, 2023.

Chair Suesser sought clarification of the Maximum Building Footprint should the existing structure be demolished. Planner Lund explained that the Maximum Building Footprint of 1,531 square feet would apply to the combined Lot, thereby reducing the Building Footprint. With regard to Condition of Approval 4, Chair Suesser questioned how this Condition addressed the Setback issues. She noted that the required Setbacks were listed in the Findings of Fact but the Draft Ordinance did not specify the violations of the Setback that currently exist.

Planner Lund explained that when the structure was built in 1974, it was built without regard for Rear or Side Setbacks. Because the structure was built with an approved Building Permit, Staff could not force the owner to comply with the current Setbacks; however, if the owner were to demolish the existing structure, the new structure would have to comply with the Setbacks.

Chair Suesser inquired about the extent of the existing Setback violation, and Planner Lund referenced page five of the Existing Conditions Survey in the Staff Report. On the south side, the structure was built on the property line. The rear of the structure was approximately eight feet from the property line, whereas the required Setback was 10 feet. City Attorney Harrington asked if it would be possible to reference the Existing Conditions Report as Exhibit B to Finding of Fact 12 so that there could be future consistency. Chair Suesser asked if the Setback violations were the only existing non-conformity along with the use of the duplex. Planner Lund confirmed and stated that the owner would have to come before the Planning Commission to maintain the use of a duplex if they constructed a new structure. Commissioner Johnson added that they would also be required to conform the off-street parking to the current Code.

Director Milliken noted that it is currently a Non-Conforming Structure, and if there was any expansion of the non-conformity by way of an addition or other change, that would also require the owner to bring the structure into current Code compliance. Chair Suesser commented that this was why the wording of Condition of Approval 4 was confusing. Planner Lund indicated that the wording of Condition of Approval 4 was taken from LMC Section 15-9. He stated he could clarify the wording. Commissioner Van Dine also questioned Condition of Approval 4 and noted that it contained the words "altered or enlarged," and felt that if a structure was enlarged it would be creating more non-compliance. City Attorney Harrington explained that this wording came from State law, and noted there could be a scenario in which some portion could be internally enlarged that might not increase the degree of non-compliance. He stated that this case was different because the overall non-compliance was that it was a duplex. If it went back to Single-Family use, the owner could build something as long as it complied with the current Setbacks. He stated the owner would have to get rid of the duplex use first in order to be eligible for that.

Commissioner Johnson asked about the location of the snow storage. Planner Lund stated that it was not called out in the Existing Conditions, and he was unsure of where the snow storage was on this Lot. Commissioner Johnson expressed that snow storage was typically included in Plat Amendments. It was confirmed that snow storage was not referenced in the Plat Amendment. Commissioner Johnson noted the reference to three recorded documents that were not depicted on the drawing. He felt it was always helpful to have a visual of it.

Chair Suesser requested that snow storage be included in the Plat Amendment. City Attorney Harrington advised that with the motion, the Commission could request that the City Engineer double-check the snow storage. He added that it might be that the areas of the easements are actually on the adjacent property and there might be agreements for snow shedding on the adjacent properties that would not be reflected because those properties were not within the boundary of this Plat Amendment. He stated that at the signature phase of the Plat, the City Engineer would typically look at that and either approve or deny following his or her review. The Planning Commission could request that it be specifically referenced so that the City Council had clarity before taking action.

Commissioner Frontero asked about the reasoning behind the Plat Amendment request, as he failed to see the motivation for removing these plat lines given that there did not appear to be an immediacy to the request such as demolition of the structure. Planner Lund stated that based on correspondence received, the applicant intended to do an interior remodel and renovate the property. Planner Lund added that a Plat Amendment might be required depending on the renovation and type of remodel. Anything exterior would have to go through a different process and comply with the current Setbacks and address the non-conformity. He felt that down the road, they would have a better idea of the applicant's intentions.

Commissioner Sigg assumed that the ownership was one entity. Planner Lund confirmed and further stated that one of the units was used as a Nightly Rental. Commissioner Sigg assumed that this would remain a duplex after the renovation, and asked whether a condominium would be allowed if that was the direction the owner wanted to go in the future. City Attorney Harrington responded that would require another Plat Amendment.

In response to a comment from Chair Suesser, Planner Lund advised that Condition of Approval 4 used language from the Land Management Code. City Attorney Harrington stated that if that

language was troubling to the Commission, they could change it to cite the Code Section for Non-Conforming Use renovation, which could be incorporated by motion.

Commissioner Sigg asked if the Code defined with clarity the Non-Conforming Duplex uses on smaller Lots that had been grandfathered in. He referenced Prospector Village where certain Lots were permitted as duplex units, and how difficult it had been. City Attorney Harrington stated that the definition of Duplex was clear, and the degree of non-conformity was clear. Circumstances of that non-conformity vary widely, and he noted that Prospector had its own nuance. If the Commission wanted more background on these issues they could bring it for a future Work Session.

Chair Suesser asked if Condition of Approval 4 would allow the applicant to alter the exterior of the building by removing one section and adding another. Planner Lund explained that the applicant could not enlarge into the Side Setback or Rear Setback. He noted the structure already met the Front Setback and the other Side Setback. Planner Lund felt that the owner could not enlarge anything on the exterior. Chair Suesser asked if the owner could expand upwards. Planner Lund was not sure of the existing Building Height, and the applicant had not submitted any Building Permits to allow them to determine the existing Building Height, but it could not exceed 27 feet.

Chair Suesser commented that this was an example of the lack of clarity in Condition of Approval 4 because the applicant would be allowed to alter and enlarge as long as they did not create any new non-compliance. It was confirmed that they owner could go higher as long as they remained within 27 feet. Planner Lund stated he could make the language in Condition of Approval 4 clearer. Chair Suesser asked the Commission their preference between including the language, or just referencing the Code in Condition of Approval 4.

Commissioner Van Dine felt okay referencing the Code requirement because they would not be able to go outside the basic zoning requirements. Chair Suesser agreed and stated she would be more comfortable referencing the Code rather than repeating the language because it reads as though they were agreeing to give the applicant more than what the Code requires.

City Attorney Harrington stated that the Code reference would be Sections 15-9-5 and 15-9-6. These address both the non-complying use and the non-complying structure. There was a suggestion that the reference be to the repair of the structure rather than the repair of the duplex.

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

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation for City Council's consideration on June 15, 2023, for 1120 Empire Avenue – Plat Amended – as outlined in the Draft Ordinance, as amended with regards to Condition of Approval 4, and Finding of Fact 12, as follows:

Findings of Fact

Background:

1. The property is located at 1120 Empire Avenue.

2. The property is listed with Summit County as Parcel number SA-181-A and consists of all of Lots 26 and 27, and the north 0.5 feet of Lot 28, Block 17, Snyder's Addition to Park City.
3. The property is in the Historic Residential – 1 (HR-1) Zoning District.
4. No easement is vacated or amended as a result of the plat amendment.
5. The LMC regulates Lot and Site Requirements per LMC § 15-2.2-3.
6. Duplex Dwellings are a Conditional Use in the HR-1 Zoning District and require a minimum Lot size of 3,750 square feet. The combined Lot size is 3,787.5 square feet.
7. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed width of the Lot is 50.5 feet.
8. The required front Setback is ten feet (10').
9. The required Side Setback is five feet (5').
10. Building Height in the HR-1 Zoning District is 27 feet.
11. The existing structure is Non-Conforming with the Building Pad and Building Footprint requirements for the HR-1 Zoning District.
12. The existing structure is not compliant with existing LMC requirements regarding Setbacks as set forth in the Existing Conditions Survey, attached as Exhibit B.
13. The two-unit structure was built with the Parking Spaces required by the LMC in effect at the time of construction.
14. The existing driveway is not compliant with current Off-Street Parking Requirements. The LMC requires four Parking Spaces for a Duplex Dwelling, and the existing structure only has two Non-Conforming parking spaces. Any new construction must comply with the current parking requirements in effect in the LMC at the time of application submittal.

Conclusions of Law

1. There is Good Cause for removing two Lot lines common to Lots 26 and 27 and the additional nominal discrepancy between Lots 27 and 28 to create one Lot because present land Uses and the Character of the HR-1 Zoning District are retained and it resolves existing issues and non-conformities.
2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.2, Historic Residential – 1 (HR-1) Zoning District, and LMC § 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 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 (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. Pursuant to Land Management Code Sections 15-9-5 and 15-9-6, the Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new noncompliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.
5. City Engineer 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.

Commissioner Sigg seconded the motion.

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

B. 1460 Eagle Way – Plat Amendment – The Applicant Proposes to Increase Lot B for an Addition and Allow a Buffer Between Lot B and Estate Lot 1. PL-23-05559.

Planner Cawley reported that both the applicant, Karen Marriott, and the applicant's representative, Marshall King of Alliance Engineering were present in chambers. Curtis Sorenson and James McBride were also present. Planner Cawley stated that 1460 Eagle Way was part of the Aerie Subdivision, Phase 1, which was established as part of a Settlement Agreement recorded in 1981 with Summit County that created 80 Single-Family Lots. He presented a graphic showing Lot 62, which was the original 1460 Eagle Way. In 1999, the applicant and the owner of Lot 64 petitioned the City to amend the Plat to eliminate Lot 63. As a result, a portion of Lot 63 went to Lot 62, and the remaining portion went to Lot 64. This was approved by the City Council and created Lot B of the Eagle Way Plat Amendment, which was referenced as 1460 Eagle Way.

Planner Cawley reported that in 2007, the applicant again petitioned the City to amend the Eagle Way Plat to incorporate some property acquired following the 1999 Plat Amendment. This additional property was a metes-and-bounds parcel in the Estate Zone totaling 3.29 acres and

located south of Lot B. He noted that 1460 Eagle Way was located in the Single-Family zone. The Plat Amendment took some of the area from the metes-and-bounds parcel and included it in Lot B for the purpose of a garage addition. This Plat Amendment resulted in Lot B totaling 32,714 square feet. The Plat Amendment also created Estate Lot 1, which was three acres.

Planner Cawley presented a graphic showing what currently exists as compared with the proposal sought by this application. He explained that Lot B was identified in blue, and Estate Lot 1 was identified in red. Since the 2007 Plat Amendment, the applicant obtained a seven-acre parcel to the south, which was depicted in orange on the graphic. The applicant proposed to take some of the area from Estate Lot 1 and apply it to Lot B, which would make Lot B just over one acre. He noted that Lot B would therefore increase from .76 acres to 1.04 acres.

Planner Cawley added that Estate Lot 1 would be combined with the metes-and-bounds parcel to the south to create a 9.35-acre Estate Lot. He indicated that Lot B would exist in both the Single-Family zone and the Estate zone. Planner Cawley stated that the proposed Plat Amendment complied with both the Single-Family and Estate Zoning District requirements, as conditioned. He noted that the Estate Zone had more restrictive Setbacks at 30 feet, whereas the Single-Family zone Setbacks were 20 feet for the front, 12 feet for the side, and 15 feet for the rear. He advised that the current structure complied with those Setbacks.

Planner Cawley commented that the Building Height is 28 feet in the Single-Family Zone, and Staff added a Condition of Approval stating that if any addition to the existing structure was within the Single-Family Zone, then it would need to meet the zone height of 28 feet from Existing Grade. In the Estate Zone, the Building Height can go to 30 feet from Existing Grade. He referenced Condition of Approval 5 and 6 providing that any addition within the Estate Zone must meet the 30-foot Setback requirement and the 30-foot Building Height from Existing Grade. He explained that the Estate Zone also has Lot Size and Density requirements. The Minimum Lot Size for all uses was three acres, except that a Duplex required six acres. The Maximum Density was one unit per three acres.

Staff included Condition of Approval 7 stating that any development on the Estate Lot would require additional Sensitive Lands analysis. It was noted that there was an error, and he would ask the Commission to amend the Conditions to include that as Condition of Approval 15. With regard to the Sensitive Land Overlay criteria, Planner Cawley stated that the applicant's representative provided a Sensitive Land Overlay Report. Three of the criteria required Conditions of Approval. He noted the following criteria that did not apply to this site: Ridgeline Areas, Designated Entry Corridors and Vantage Points, Wetlands, and Stream Corridors, Canals, and Irrigation Ditches.

With regard to the Slope and Topographic requirement, Planner Cawley explained that the Site has a mild slope from east to west, and the steepest natural area was located toward the rear of the metes-and-bounds parcel to the south. He referenced an attachment to the Exhibit depicting the full slope of Lot B, Estate Lot 1, and the parcel. Planner Cawley mentioned that various Steep Slopes on the Site were created by retaining walls, so they were not natural to the topography of the Site. He referenced a location on an image showing where the addition was proposed. He indicated that the LMC specifically provided that any area of Very Steep Slopes less than 25 feet vertically and 50 feet horizontally were not subject to the provision. He stated that the proposed addition would not fall under those regulations.

Planner Cawley noted that there were Conditions of Approval specific to the Steep Slopes, and explained that the applicant would be required to avoid, or to the greatest extent possible minimize

proposed cuts and fills. Additionally, all graded slopes should be re-contoured to the natural varied contour of the surrounding terrain. Another Condition of Approval provided that if final plans show the introduction of new retaining walls, then the use, design, and construction of all retaining walls would be subject to an administrative permit based upon assessment of visual impact, compatibility with surrounding terrain, vegetation, and safety.

Chair Suesser asked about the dimension of the proposed addition to confirm that they would not be at 25 feet vertically and 50 feet horizontally. Commissioner Johnson asked if the applicant would be required to come back for a Steep Slope Conditional Use Permit, to which Planner Cawley answered in the negative, explaining that Steep Slope CUPs were for the Historic District. Planner Cawley deferred Chair Suesser's question until the time when the applicant would present and/or respond to questions.

Chair Suesser hoped that Planner Cawley would address the heights of any retaining walls being proposed with this project. Planner Cawley advised that any retaining walls would have to go through an Administrative Permit process, regardless of height. He noted there were no proposed retaining walls at this time.

Planner Cawley next addressed the Wildlife Habitat areas as part of the Sensitive Land Overlay evaluation. He referenced the list of wildlife in or near the property as including Black Bear, Dusky Grouse, Moose, Mule Deer, Rocky Mountain Elk, and Snowshoe Hare. A Condition of Approval would require the applicant to ensure that construction was organized and timed to minimize disturbance of Sensitive or Specially Valued Species occupying or using on-site or adjacent natural areas.

With regard to the Vegetative Cover criteria, Planner Cawley stated that according to the report provided by the applicant's representative, designed existing landscaping and non-native deciduous trees might be impacted by this development. The Site contains primarily Gamble oak, Scrub oak, Sage, and grassland located in the area south of the proposed addition, known as Future Estate Lot 1. Condition of Approval 9 would require the applicant to provide a Landscape Plan pursuant to the LMC, which would require preservation of Significant Vegetation. If Significant Vegetation was determined to be unhealthy and/or unsafe under a site-specific review conducted by the Forestry Board and Planning Director in conjunction with Building Permit review, it may be replaced with equivalent landscape in type and size.

Chair Suesser asked why the Condition of Approval states it "may be replaced with equivalent." Planner Cawley responded that language was taken from the Land Management Code.

City Attorney Harrington added his recollection that there was some discretion in the Code in approving the final Landscaping Plan in terms of whether replacement should be like-for-like. He noted there was some leeway for the replacement in terms of what would make sense for the location. He referenced dying trees that did not do well in a certain location.

Director Milliken commented that with the wildfire risk, it might not be prudent to replace vegetation with the same type of vegetation because it could be something that presented a wildfire risk.

Chair Suesser felt the language could be stronger and that something should replace the removal of Significant Vegetation. Director Milliken stated that was how they interpreted it, and the "may" refers to the "like-for-like" replacement.

Planner Cawley reported that Staff asked the Planning Commission to find good cause for this Plat Amendment. Specifically, Staff looked at the General Plan and the neighborhood to look at what currently existed and the purpose of the neighborhood. He stated that the Park City General Plan for the Masonic Hill neighborhood states that it is a critical area for protection and conservation. There were parcels within the neighborhood on Steep Slopes that have Ridgelines, and those would be best utilized as open space. He added that the intention of building out the neighborhood was to control it through Building Pads that would protect vegetation and sensitive areas and to focus on protecting the wildlife habitats and corridors. He stressed that the General Plan called this out as a priority.

Staff also looked at the Aerie Subdivision and two other subdivisions adjacent to the Aerie Subdivision to compare restrictions on Lot sizes and Building Pads. He reported that on average, Lots in the Aerie Subdivision were $\frac{1}{2}$ acre. Historically, there were three other Lot Combinations in the Aerie Subdivision, and those resulted in Lots ranging from .69 acres to $3\frac{3}{4}$ acres.

The average Lot size in the Overlook in Old Town Subdivision was 1.25 acres, and that Subdivision does not have restrictions on Building Pads or building sizes. The Hearthstone Subdivision regulates house sizes to 3,500 to 6,500 square feet, depending on Lot size, and anything over 800 square feet for a garage counts towards the maximum house size. He advised that the average Lot size in that subdivision was 1.8 acres. Planner Cawley reminded the Commission the Plat Amendment will create a 1.04-acre Single-Family Lot and a 9.35-acre Estate Lot.

There was discussion regarding trails in the area. Planner Cawley advised that he spoke with Trails and Open Space Manager, Heinrich Dieters, who advised there were no public trails that go through the parcel.

Planner Cawley advised that there would be no public street or Right-of-Way that would be vacated or amended as a result of this proposal. Additionally, no easement would be vacated; however, he mentioned Condition of Approval 11 requiring that the applicant amend the 10-foot public utility easement prior to recordation of the Plat. He stated there was an existing utility easement on all sides of the property, and it should be amended to continue with the change to Lot B. He reported that the Development Review Committee met on March 7, 2023, and the Engineering Department requested a Condition of Approval that a non-exclusive 10-foot public snow storage easement on Eagle Way be dedicated on the Plat.

He requested that the Commission amend Condition of Approval 7 to be Condition of Approval 15, stating that any development on the 9.34-acre Estate Lot 1 would require additional Sensitive Land analysis. Planner Cawley advised that Staff did not receive any public input prior to this meeting. Staff recommended the Planning Commission review the Eagle Way Plat Amendment, Second Amended, hold a public hearing, and consider forwarding a recommendation for City Council's consideration on June 15, 2023.

Planner Cawley presented additional images to the Commission showing what was existing and what was proposed. He noted that both the Building Footprint and square footage would increase with this addition. He presented the proposed Site Plan and explained that the area in green depicted the proposed addition to the house. He also presented the architect's renderings showing the proposed addition. In response to an inquiry, Planner Cawley clarified that the proposed addition would be located in the Estate Zone.

Commissioner Johnson felt that the differing Building Height limits in the Single-Family and Estate zone were inconsistent, and queried whether they could limit the Building Height to 28 feet so the building would remain consistent in design. Chair Suesser indicated she would consider that. Commissioner Frontero stated that since the addition would be attached to the existing structure, he asked if there was a way to condition the approval so that it would not be a split Lot, and the entire new envelope would be within the Single-Family zone. It was noted that would require a rezone. Planner Cawley mentioned that a rezone was raised in the 2007 Plat Amendment process, and both the Planning Commission and City Council decided that it was not necessary.

In response to an inquiry, it was noted that there were four garages proposed in the final structure. Applicant Marriott explained that her husband had a large van that was on their driveway all winter long, and they decided they wanted to put everything inside. They intended to build a deep garage because the van is deep. She added that her husband also had several motorcycles and bikes he wanted to house in the garage. She advised that the new garage would be two-vehicles wide and two-vehicles deep.

Commissioner Hall asked about the yellow notes on the Draft Plat. It was noted that viewing it in Granicus likely caused these. Planner Cawley stated he would optimize the .pdf to remedy this.

Chair Suesser asked the applicant to address the prior question about the dimensions of the addition, and how the Steep Slopes prohibitions would not impact the addition.

Curtis Sorenson, AIA, Studio Moxie Architects, reported that the garage was 48' x 26' and was an irregular shape. He noted they were adding an art studio on one corner, so it was not a perfect rectangle. The height of the garage was approximately 25 feet. Chair Suesser noted the requirement was that the structure had to be smaller than 25' x 50', so the proposal was one foot over and may be impacted by the Very Steep Slope prohibition. Planner Cawley clarified that the Steep Slope needed to be 25' x 50'.

Chair Suesser saw Very Steep Slopes of 40%-plus near the proposed addition and asked whether it would interfere with the addition. Planner Cawley reiterated that the Steep Slope area needed to be 25' x 50', not the addition. He represented that the Steep Slopes were nowhere near this size. Chair Suesser felt that finding should be in the report so they know that the size of the Steep Slope that was measured would not impact the proposal. She stated that should be a Finding of Fact that would be helpful. Planner Cawley stated he could add that as a Finding of Fact. Chair Suesser noted that Planner Cawley represented that he measured the Steep Slope and it was less than the 25' x 50' threshold, and therefore it would comply. She would like to see that in future reports.

Commissioner Frontero understood that they were not measuring the addition; they were measuring the Steep Slope.

Commissioner Sigg asked if there were any easements for access where the public street ends and enters Estate Lot 1. Planner Cawley stated there was an existing access easement that was called out on the proposed Plat. He highlighted the location of the access easement. Commissioner Sigg wanted to make sure that they would have compliant access with any potential development on Estate Lot 1 and wondered if there was a Setback issue for the private drive easement to the addition. It was noted that the applicant planned for the future driveway with an easement on Lot B to access Estate Lot 1. Commissioner Sigg asked if there was anything in the Code that dictated how close a third-party house could be to someone else's driveway.

Applicant Marriott stated that was a concern for her as well and stated that her intention for this Lot was to keep it open. She also intended for her children to inherit this property and she wanted to make sure that they have access.

Chair Suesser referenced the Steep Slope image in the Staff Report, and noted there appeared to be some Significant Vegetation that would be disturbed with the addition. She would like a Condition of Approval that was stronger than Condition of Approval 9 which would require the re-vegetation of the area disturbed by the addition.

Commissioner Johnson agreed but noted that the language in Condition of Approval 9 matched the language in the Code. Chair Suesser felt that the language did not require the replacement of Significant Vegetation. Commissioner John Kenworthy agreed with Chair Suesser.

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

Commissioner Kenworthy expressed support for the application.

Commissioner Frontero referenced Figure 1 in the Staff Report and sought clarification that there would be two parcels if this application was approved. Planner Cawley confirmed there would be two Lots.

Commissioner Frontero struggled with the General Plan for Masonic Hill, wherein it states it was critical to protect and conserve this land. He acknowledged the applicant's statements that she had no plans to develop this land and asked if she would consider putting some of Lot 1 into a Conservation Easement. He felt that would be consistent with what the General Plan encouraged.

Applicant Marriott stated she would likely not consider a Conservation Easement because she wanted to ensure that she has three Lots that someone might build on one day in the future. She stressed this was her children's inheritance and would like to preserve three Lots. She added that she has worked well with the City for years on keeping this Lot open, especially considering that she preserved it from being multiple Lots. Applicant Marriott stressed that she wants the land open and natural looking and there was plenty of acreage for wildlife to move around. She was only putting three houses on 9 acres, and considering the open space she felt it was community conscious.

Commissioner Sigg appreciated the applicant's good stewardship of the land and noted it was unforeseen what could happen if the 9 acres turned into three Lots. He reiterated that on the graphic, the Building Envelope was pushed out to the point that it would come to the centerline of Eagle Way. He assumed the City Right-of-Way was 32 feet, and that fire access would require 20 feet. He felt if they were restricting the access by expanding Lot B, it would narrow the road. He felt there could be some potential future restrictions in terms of access to what could be a developable Lot. Commissioner Johnson understood that Commissioner Sigg's point was that as depicted, it was restricting access to Lot 1.

Commissioner Johnson noted that if there were future Subdivisions of this property, the owner would have to present a Subdivision application and address that issue. It was explained by Architect Sorenson that the applicant's design team made sure there would be plenty of space for a private driveway that could be installed right next to the house with enough space for fire truck

access to Lot 1 at any future date. It noted that there was an easement specifically for that driveway to service Lot 1, and nothing could be built on that easement at any point because it was needed to service Lot 1.

Commissioner Sigg noted that the Exhibit defined it as an easement, but it also showed a hatched line into that area. Commissioner Johnson noted that it would dead-end and turn into a private driveway. He asked if the existing dead-end was compliant with fire standards.

Mike Owens, Battalion Chief with the Park City Fire District responded to Commissioner Sigg's question whether there was enough fire access coming off of Eagle Way onto Lot 1. Chief Owens stated it was difficult to provide a "yes" or "no" response because there were so many variables. He explained that generally speaking when they look at any fire vehicle access pathway, if it is less than 750 feet, they go with the width of a typical driveway. There would also be other requirements such as turnarounds and bump-outs so that vehicles could pull around each other. Chief Owens stated that in a mountain environment, it was difficult to state that they would always need 20 feet because that would oftentimes be impractical. In this particular situation, he stated it was difficult to respond because it would depend on how far back the property would be developed.

Commissioner Sigg noted that ultimately, the Fire Department would have to sign off on the fire access for a proposed Subdivision. Chief Owens confirmed and commented that there was a lot to be said for planning for the future. They have found that sometimes when they plan too much for the future, the future never happens and an entirely different plan comes into place.

Planner Cawley recapped the proposed revisions as follows:

- He would add a Finding of Fact to specify the area of the Very Steep Slope with correct measurements.
- With regard to Condition of Approval 9, he requested the specific language sought by the Commission. Commissioner Johnson offered to just replace "may be replaced" with "shall be replaced" in the last sentence. Chair Suesser wanted to make sure they remained consistent with the Code.

City Attorney Harrington noted that would be more restrictive, and if the Commission could justify a finding because of the topography and the disturbance. Chair Suesser felt that the Commission noted on Figure 7 in the Staff Report which showed the topography and the Significant Vegetation that would be disturbed by the new structure.

In response to an inquiry, Director Milliken offered that they do not necessarily use native anymore because native does not necessarily work due to the changing climate. She suggested changing it to "similar species that is compliant with the Water Wise Landscaping Code."

Chair Suesser was not as concerned with the type and size, as she was with the requirement to re-vegetate. She supported the language suggested by Director Milliken.

Planner Cawley noted that he would add Condition of Approval 15, which was specific to additional Sensitive Lands review if anything were to be developed on Estate Lot 1. He asked the Commission about good cause and how he could include that as a Finding of Fact.

City Attorney Harrington stated that he heard mostly support for this Plat Amendment, and suggested looking at the initial Ordinance for guidance. There were findings that the increase in the Lot Size and home size were compatible with the existing neighborhood and original Subdivision, and the proposed areas were consistent with the overall zoning. He stated that those were the two fundamental areas reviewed by the Commission to ensure that the development patterns are consistent. He added that there was not a "one size fits all" for these Subdivisions, and the Commission had a fair amount of discretion in making the determination. City Attorney Harrington stated that the crux was ensuring that the new Lot would comport to something that is consistent with the neighborhood and the original Subdivision and the General Plan goals.

Commissioner Hall offered language that it was consistent with the neighborhood and the General Plan, there were no exceptions requested per the LMC and it would not create any Exceptions or Non-Conformities to the LMC.

City Attorney Harrington stated that was what the Commission needed to get to, and noted that Park City was one of the few jurisdictions that have litigated this type of analysis and it came down to the Commission's objective findings in terms of the analysis. He reiterated that this was where the Commission had discretion in making a determination that it was good planning.

Commissioner Johnson stated that if the Commission was able to limit the Building Height, then they could condense Conditions of Approval 4 and 5, and state that any addition to the existing structure in the Single Family Zone or to the structure in the Estate Zone shall comply with the zone height of 28 feet from Existing Grade. There was consensus to reduce the height to 28 feet, as suggested by Commissioner Johnson.

Chair Suesser noted Planner Cawley's comment that Condition of Approval 15 would only apply to the Estate Lot 1 and expressed continued concerns regarding Condition of Approval 7 because she did not feel it addressed the Very Steep Slope that exists in this area. She did not feel the language was strong enough to prevent significant retaining walls and significant cuts and fills into the slope.

Marshall King, P.E., Alliance Engineering, explained that they would be putting the garage in place of what is a man-made Steep Slope. The Steep Slope was created because the driveway extends there and the basketball goal was there. The garage would fit into that space, and the grading would come up to the garage, so essentially the garage would become the retaining for the soil. Engineer King added that the wall would be going away, and this proposal would reduce Steep Slopes. Chair Suesser noted that this explanation was helpful. Engineer King added that the retaining wall would be pushed back and the garage put in its place.

MOTION: Commissioner Johnson moved to forward a POSITIVE recommendation for City Council's consideration on June 15, 2023, for the Eagle Way Plat Amendment, Second Amended, as amended, based on the Findings of Fact, Conclusions of Law and Conditions of Approval, as amended as follows:

Findings of Fact

Background:

1. The property is located at 1460 Eagle Way.

2. The property is listed with Summit County as Parcel number EW-B-1 AM.
3. The property is in the Single-Family Zoning District.
4. The Applicant owns contiguous property in the Estate Zoning District, Estate Lot 1, and metes-and-bounds Parcel SA-254-2-C.
5. The Applicant proposes amending the plat to increase the size of 1460 Eagle Way (Lot B) to accommodate a garage addition, create an open space buffer between Lot B and Estate Lot 1, and combine Estate Lot 1 with the metes-and-bounds Parcel.
6. The Land Management Code regulates Lot and Site Requirements pursuant to LMC § 15-2.10-3 for Estate Zoning District and § 15-2.11-3 for Single Family Zoning District.
7. A Single-Family Dwelling is an allowed Use in the Single-Family, and also in the Estate Zoning District for Lots with at least three acres.
8. The required Front Setback in the Single-Family District is 20 feet.
9. The required Side Setback in the Single-Family District is 12 feet.
10. The required Rear Setback in the Single-Family District is 15 feet.
11. The required Front, Rear, and Side Setback in the Estate District is 30 feet.
12. The maximum Building Height in the Single-Family Zoning District is 28 feet from Existing Grade.
13. The maximum Building Height in the Estate Zoning District is 30 from Existing Grade.
14. The property is within the Sensitive Land Overlay.
15. The Applicant's Representative compiled a Sensitive Land Overlay Report.
16. The proposal complies with the Sensitive Land Overlay Zone Regulations.
17. The Planning Commission must determine Good Cause for this Plat Amendment.
18. No Public Street or Right-of-Way is vacated or amended.
19. No easement is vacated.
20. A 10-foot-wide public utility easement exists along the perimeter of Lot B and must be maintained.

21. The Development Review Committee met on March 7, 2023, reviewed the proposal, and require a Condition of Approval for a 10-foot snow storage easement along Eagle Way.
22. The Steep Slopes near the proposed addition measured less than 25' x 50'.
23. The Planning Commission finds good cause for this Plat Amendment in that that it would be consistent with the neighborhood and the General Plan, there were no exceptions requested per the Land Management Code, and it would not create any Exceptions or Non-Conformities with the Land Management Code.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.10 Estate (E) District, LMC Chapter 15-2.11 Single-Family (SF) District, LMC Chapter 15-2.21 Sensitive Land Overlay Zone (SLO) Regulations, 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 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 (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. Any addition to the existing Structure in the Single-Family Zone or to the existing Structure in the Estate Zone shall not exceed the zone height of 28 feet from Existing Grade.
5. Any addition to the existing Structure in the Estate Zone shall not exceed the zone height of 30 feet from Existing Grade.
6. The Applicant shall avoid, or to the greatest extent possible, minimize proposed cuts and fills. All Graded slopes shall be recontoured to the natural, varied contour of the surrounding terrain.

7. If final plans show the introduction of new retaining walls, then the Use, design, and construction of all retaining walls is subject to an Administrative Permit based upon assessment of visual impact, Compatibility with surrounding terrain and vegetation, and safety.
8. The Applicant shall provide a landscape plan pursuant to LMC § 15-5-5(N)(4)(i)(1-4), which requires preservation of Significant Vegetation. If Significant Vegetation is determined to be unhealthy and/or unsafe, under a Site-Specific review conducted by the Forestry Board and Planning Director in conjunction with a building permit review, and because Figure 7 in the Staff Report showed the topography and that Significant Vegetation would be disturbed by the new structure, and Significant Vegetation removed shall be replaced with similar species that is compliant with the Water Wise Landscaping Code."
9. Construction shall be organized and timed to minimize disturbance of Sensitive or Specially Valued Species occupying or using on-Site and adjacent natural Areas.
10. The Applicant shall amend the 10-foot (10') public utility easement prior to recordation of the plat.
11. A non-exclusive ten-foot (10') public snow storage easement on Eagle Way shall be dedicated on the Plat.
12. Recordation of the Plat is required prior to the issuance of a Building Permit for any addition to the existing Structure.
13. City Engineer 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.
14. Any development proposed on Estate Lot 1 will require additional Sensitive Lands review and analysis.

Commissioner Kenworthy seconded the motion.

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

Following a short recess, Chair Suesser called the meeting back to order.

- C. 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**

Planner Ananth introduced the applicant's team, which included project architect, Bill Van Sickle, AIA, and the applicant's representative, Gavin Steinberg. She reported that City Engineer John Robertson, Battalion Chief Owens, and Housing Program Manager Jason Glidden were available to respond to questions. Planner Ananth noted that this item was before the Commission in February and was continued to this meeting. She presented an image showing the location of the property as well as the original Lots that showed these were originally 3 ½ Lots, plus the closed

City Right-of-Way ("ROW") for Norfolk Avenue. The project is located in the Recreation Commercial ("RC") Zoning District. She explained that the purpose of the RC Zone allowed for resort-related housing as well as the promotion of pedestrian connections.

Planner Ananth reminded the Commission that the applicant proposed three Lots, with access to the left of their private driveway, which would also provide access to the fourth Lot, Lot D. At the February meeting, the Planning Commission requested some additional feedback on a Setback determination for Lot D, the reasoning behind the Fire Marshal's determination for the proposed stairs, the status of Norfolk Avenue parking vehicle circulation, and snow storage information. She stated that the project was modified in terms of the Lot sizes, but for the most part, was very similar to what was presented in February. The application still consisted of four Lots, and the proposed sizes were compliant with the RC Zoning District.

Planner Ananth reported that the Planning Director issued a determination that Lot D was a corner Lot because it has access from North Norfolk Avenue. As a result of this determination, the Lot has two Front Setbacks, required to be 12' and 13' Setbacks. She added that the Rear Setback opposite the Lot Line would be three feet. She added that primary access was conditioned to be from the south side of the proposed structure. She reported that the Fire Department issued a letter that described the reasoning for the fire access stairs, and stated that they wanted the stairs in place prior to the delivery of any combustible materials to the site. She noted this meant that the stairs would need to be in place prior to construction and delivery of materials. The stairs will be the primary fire access for the Fire Department.

Planner Ananth reported that currently, the applicant was willing to put the stairs on their property, but their preference was that the stairs be private, as it would create a liability issue by allowing public access on these stairs. She reiterated that these stairs would be private for emergency access only; however, because they know the City plans to develop a staircase adjacent to this staircase, Staff has explored the possibility of shared public access. She noted there was some concern that the City stairs would not be constructed in time, so they conditioned the application so it could work out with either private stairs or shared access on the City stairs. If the City stairs were installed, which may or may not require an easement on the applicant's property, they would be considered a public staircase and would provide public access into the site and up the stairs.

In response to an inquiry from Chair Suesser, Planner Ananth stated that the City stairs could provide the emergency access required by the Fire Department, as they would be located adjacent to the property. Planner Ananth stated that the portion of Norfolk Avenue located north of 13th Street was a public road that has been privately maintained by the three houses that abut it to the west. This agreement was put in place in 2003 as a Condition of Approval for the builder to construct those three houses. She stated that the City owned the Blue House adjacent to North Norfolk Avenue on the right side, and recently the City contributed some amounts for the maintenance and plowing of that street. She reported that the applicant has agreed to participate in the maintenance and plowing of the street, and would assign this responsibility to whoever purchases the Lots. The applicant requested historical information in terms of costs of maintenance and snow plowing before they commit to a percent. This would be something that would be agreed to prior to this Plat Amendment going to City Council in June.

In response to a question from Commissioner Frontero, Planner Ananth stated that the applicant would be required to maintain their private driveway, but they were also willing to consider cost-sharing with the abutting property owners and the City for the maintenance and snow plowing of the street.

In regard to the Commission's comments from the February meeting, Planner Ananth reported that with regard to the requirement that each Single-Family Dwelling have two parking spaces, the applicant advised that Lots A, B, and C would have a one-car garage with parking in front that would not be in the Setback. Lot D would have two parking spaces. With respect to good cause, she reported that Staff recommended that good cause exists because the application complied with the Subdivision procedures, it would further the Old Town goals outlined in the General Plan, and the shared driveway was preferred in the Historic District Guidelines. In addition, all Lots would meet the zoning requirements, it would increase the housing stock near the resort, and Single-Family Dwellings were common in the neighborhood.

In addition, no public streets or utility easements will be vacated, and the configuration proposed by the applicant would not create any remnant land.

Planner Ananth reported that Staff received one public comment that was forwarded to the Commission in February. Staff recommended the Commission review the Plat Amendment, hold a public hearing, and consider forwarding a positive recommendation to the City Council. She noted that she added Conditions of Approval since the Draft Ordinance was published on Friday. These additional Conditions were that the applicant agreed that they and their successors would be responsible for an agreed-upon portion of the maintenance and snow plowing expenses for North Norfolk Avenue from 13th Street north to the applicant's property.

An additional Condition of Approval was that prior to the issuance of any Building Permits, the applicant would submit a detailed Construction Management Plan for review and approval by the Building, Engineering, and Planning Departments. She noted this was a tight site, so a good Construction Management Plan would be critical. The Construction Management Plan would also contain a Communication Plan so that there would be bi-monthly communication via e-mail of major construction activities coming up, and deliveries so that abutters to that roadway would be aware of what would be coming up. The applicant will also be required to provide 24-hour contact information for the Site Supervisor and property owner posted on-site and in the Communication Plan.

Chair Suesser asked if Lots A and B were currently combined. Planner Ananth stated that Parcel SA-200 was part of this project, and believed that was Lots 6 and 7. She would have to refer to the survey to confirm whether that was currently one or two Lots. Bill Van Sickle, AIA, Van Sickle Design & Drafting, offered his belief that it was one Lot now. The proposal would take the 3 ½ Lots and divide them evenly among the three proposed Lots. Chair Suesser understood that the blue Lot as depicted on a graphic, was 1 ½ Lots, and wondered if it made sense to break up Lots 6 and 7 and reduce it down to two homes, rather than keeping it combined and having one home there.

With regard to the applicant's willingness to share in the costs of maintaining and plowing the road north of 13th Street, Chair Suesser recalled that one of the Commission's questions was about the terms governing the City's maintenance of that road. Planner Ananth indicated that the City did not maintain that road; rather the original builder of the three Lots to the west of Norfolk Avenue currently maintain the road. She stated that the City had recently been contributing, although did not know if the City historically had contributed. The City was not part of the agreement with the builder and its successors of those three houses that were required as a Condition of Approval. She confirmed that the City owns the road, and added that the road did not meet the width requirements. She also confirmed that there were currently no plans for the City to take over maintenance and plowing.

Chair Suesser thought the City sold the road. Planner Ananth stated the City sold the road north of the three homes, which was depicted in yellow in a prior graphic presented to the Commission. She understood that the City owned the road in front of the three abutting homes, but its ownership ends at the applicant's property.

Commissioner Sigg asked if the fact that the road was not a standard-sized road made the uses along there non-conforming. Planner Ananth responded in the negative.

Commissioner Johnson offered that if this was a private road and they asked to have it dedicated by the City, the City would likely not be agreeable because it did not meet the standards. Planner Ananth believed the City was not currently interested in maintaining the road.

In response to a request for clarification, Planner Ananth explained that the applicant proposed to extend Norfolk Avenue at the exact width that it is currently to the north as a private driveway with a shared access driveway to the four Lots. Commissioner Frontero recalled that at the last meeting, he requested the applicant consider not building on Lot D because he felt its north/south orientation was not compatible with the neighborhood. He continued to believe it was not compatible, and the current application included a Lot that seemed to run counter to the other Lots in the neighborhood. He felt there was a better use for Lot D, and mentioned garages, auxiliary dwelling, or snow storage.

Chair Suesser asked Planner Ananth to address the snow storage and noted the heightened concern about snow storage in Old Town. She stressed that it was an important issue that they should pay attention to in looking at this plan. Planner Ananth explained that the applicant's driveway would be heated, which would help with some amount of snow that would not need to be stored. Additionally, the applicant prepared snow storage areas on Lot D, which were shown in an attachment. There would be a snow storage area in the front of Lot D, as well as at the rear.

Commissioner Frontero asked if there would be any requirements to remove snow if the storage reached 8' high. Planner Ananth felt that would be determined at the time, and there was always an option for homeowners to have snow removed from the site. There would be an expense associated with snow removal. Commissioner Frontero found the application to be making assumptions as to who would maintain the road and the driveway. He understood that the applicant agreed to maintain the road, but it was very undefined. He would like to see a Homeowners' Association ("HOA") required for these four Lots, and he would like to see the three abutting homeowners invited into that HOA. The HOA could then have definitive rules about removing the snow, fixing the potholes, and maintaining snow storage. He stressed that this could be coordinated and they would have something in writing about the maintenance of the four properties, and potentially all seven properties. He did not like the vagueness of the current arrangement with the three Lots and expressed concern that this vagueness would extend to the seven Lots. Planner Ananth commented that that was an interesting idea, but did not know they could require the three Lots to join.

Chair Suesser was concerned about the fact that the shared private driveway would be heated; yet there was nothing in writing that commits to that. If there was nothing in writing, she questioned how they would know that snow storage would be taken care of by the heated driveway. Commissioner Johnson added that a heated driveway would not align with the City's Sustainability goals. Planner Ananth was unsure if the heated portion of the driveway would be the entire width of the shared driveway or just the private drives off of the shared driveway. Chair Suesser

reiterated her request for clarification on whether the Lot highlighted in red on Figure 1 in the Staff Report was currently one Lot. She stated it looked like it had already been combined into one parcel. Planner Ananth stated it looked like one parcel comprised of two Lots.

Commissioner Sigg understood that the Old Town Lot Combination regulations being considered for amendment would not apply to the RC Zone. He commented that as he looked at this area, it was very consistent with what that zone really looks like. It seemed to him to be counter-intuitive because the neighborhood was everything one would see in HR-1 and HR-2.

With regard to Commissioner Frontero's concerns regarding Lot D, Commissioner Sigg observed that they juxtaposed the Front, Side, and Rear Setbacks in the way they want to make it work. He felt the Front Setback would be the area off the driveway; however, it appeared that it was placed at the portion near Norfolk Avenue. He queried whether there was any lineal width requirement to call something a front yard or side yard. He added that the portion of Lot D along the driveway was identified as the Side Setback. He reiterated that logically, the road would be what dictates the front yard of the house, rather than the south side which has little connection with the Norfolk ROW.

Commissioner Sigg would insist that the driveway should come in at the south end of the house, as opposed to the west end of the house. He expressed that it appeared that the Setbacks were created as a matter of convenience, and wanted some justification as to why the front yard would not face the driveway.

Planner Ananth responded that Staff determined there were two Front Setbacks and two front Lot Lines on this property, which would reduce the buildable envelope. She confirmed that there was no lineal width requirement for the Front Setback.

Chair Suesser observed that the home on Lot D could start three feet from the private shared driveway.

Director Milliken clarified that the private drive was located on Lot D, so the Front Setback was from the property line for Lot D. It would therefore be closer to the private drive, but it would still have the Front Setback of 12 or 13 feet. The private drive would become an easement for the benefit of the homeowners using it.

Commissioner Hall expressed that her questions were answered during the last meeting.

Commissioner Johnson referenced the Fire Department's letter and noted that the second sentence in the first paragraph stated "The owner indicated that a turnaround was not possible in the space provided." He requested clarity on that statement.

Planner Ananth explained that currently, the fire trucks do not pull into Norfolk Avenue north of 13th Street because of the insufficient roadway width. Because of that limiting factor, there would not be room to extend into the project.

Commissioner Johnson assumed that because this portion of Norfolk Avenue was non-conforming in width, and because this would be the last development on that street they would just leave it in its non-conforming state.

Planner Ananth added that the City owned the property to the east which effectively limits the width of the road. At some point, the City could potentially demolish the Blue House and widen the road. She was unaware of any plans in that regard.

Commissioner Johnson noted that the only options would be either to build the fire access stairs or for the developer to give up a portion of Lot D or Lot A for a turnaround. He understood they did not want to give up a portion of Lot D or Lot A. Planner Ananth felt that an option could be to make this dead-end a cul-de-sac with lots of paving, and questioned whether that would be what the Commission would want this area to be.

Commissioner Johnson requested feedback from Manager Glidden about access to the potential future development on the City property adjacent to Lot D and the stairs. Planner Ananth noted that Manager Glidden had to leave the call momentarily, but reported that they had coordinated multiple times with the Housing Department, and as of now, they were very aware of this project and did not have any requests nor were they requesting any changes.

Commissioner Johnson understood that the stairwell would be publically accessible. Planner Ananth clarified that the City's stairs would be public, but the fire access stairs for this project would not have public access. The private stairwell from Empire Avenue to this project would only benefit this project.

Commissioner Frontero asked who would shovel the snow off the stairs. Planner Ananth stated the four Lots or their HOA would be responsible for snow removal from the stairs. Commissioner Frontero highlighted that this was another reason why there needed to be an organized entity for these four homeowners.

With respect to the proposed stairway to the north, Commissioner Sigg recalled a question at the last meeting about the easement that cuts across the property to the west connecting the Knudson property. Planner Ananth reported that an access easement was recorded for the benefit of this development, and was attached to the Staff Report.

The applicant's representative, Gavin Steinberg, referenced the exhibits prepared by the applicant that includes the stair access and snow storage. He represented that the applicant was agreeable with an HOA, and stated that while they had not discussed including the three other Lots, they were amenable to inviting them to join.

In terms of the private stairs, Applicant Steinberg stated they would rather have the public stairs as it seemed silly to build a private set of stairs next to a public set of stairs. He mentioned that in one of the exhibits, they showed as part of the proposed private drive a section akin to a ski easement that would delineate the public access. At the time of construction, Applicant Steinberg stated that if they had to put in the private staircase, they would install it without public access. When the public stairs were put in, they would be happy to remove the private stairs and allow it as a public access. The only reason they would not allow public access on the private staircase was that they would not want to assume liability for that staircase as a public staircase. If the City were able to build its staircase in the timeframe that the applicant needs to develop this property, the applicant would be happy to provide public access at that time.

Applicant Steinberg expressed that it was a matter of timing of how they construct the stairs per the Fire Department's requirements in order to build the project. He stated they would still put the

public access through; it just would not become public access until such time as the public stairs were built.

Chair Suesser asked about dedicating the private stairs to the City so the City would therefore assume liability. Applicant Steinberg stated they would be agreeable to that, but noted there was a City standard they would need to build to. He noted that the applicant advised the City that they would be willing to contribute what they would spend on the private staircase towards the construction of the public staircase. He stated that the applicant would prefer to build the public staircase in the beginning, but they did not know the City's timing with respect to the City staircase.

Commissioner Johnson asked about the price difference between the private staircase and building a public staircase to the City's standards. Applicant Steinberg stated they did not have a quote on building a public staircase. They do have a quote for the private staircase. Planner Ananth stated there would be a significant difference in cost. She added that one option was that if the applicant had to build the private staircase in order to get the project going, and then the City eventually builds one adjacent to it, the applicant could remove the private staircase without a Plat Amendment. She noted that was one of the Conditions of Approval so there would not be a double staircase that could confuse the public.

In response to an inquiry, Planner Ananth did not believe that the proposed staircase would be located on a Steep Slope. Applicant Steinberg also noted the applicant's exhibits showing where they would place snow storage. They reduced the size of Lot D significantly, and among the four Lots they would have 1,000 square feet for snow storage. If they have to remove snow that would be a shared cost of the HOA.

Commissioner Kenworthy asked about the location of the 1,000 square feet for snow storage. Applicant Steinberg referenced the exhibit and advised that it was split up among the four Lots. Commissioner Johnson noted it was not on the Plat and was not included as a note on the Plat. Commissioner Kenworthy agreed with Commissioner Frontero that Lot D should be considered for Accessory Dwelling Units ("ADUs") that could help out with many of the non-conformities. He noted the non-conforming street, two front yards, fire access via stairs, and the issue of who pays for what. He observed that the Lots did not look conforming or compatible with the neighborhood.

Applicant Steinberg offered that the east/west configuration was certainly more common, but there were north/south Lots in Old Town. He commented that part of the character of Old Town was the diversity in structure. He added that with regard to ADUs, they talked about trying to minimize the amount of traffic going up and down the non-conforming street, and putting ADUs on Lot D would force street parking on the private driveway. He felt this would be the opposite of what they were trying to accomplish, which was to minimize the amount of traffic and keep a development that feels and has the same sense of Old Town.

Applicant Steinberg added that they met with Planning Staff on numerous occasions on how to maintain the character on Lot D, and that was where the two Front Setbacks came from. Instead of having a disconnected road coming off Norfolk Avenue, they angled the private drive to have the same approach as Norfolk. He stressed that they tried to take everything said during the last meeting into consideration and created the exhibits to show the Commission how it could be accomplished. This included why they felt creating a fourth Lot made more sense than ADUs.

Chair Suesser referenced the comments made at the last meeting regarding how this development would fit with Woodside, Phase 2. She understood that Woodside, Phase 2 was on appeal, but

noted that the City owned the Lot just east of the Blue House. She noted that Setbacks were a big issue, and was a basis for the appeal. She expressed concern over the Side Setback that would impact the Woodside, Phase 2 development. Planner Ananth commented that MPDs or AMPDs have 25' perimeter required Setbacks. There would therefore be a generous buffer between this development and other buildings.

Chair Suesser noted that development also has a connection to Norfolk Avenue and asked where that connection would be located. Planner Ananth was unaware of the plan for the future Woodside, Phase 2. Director Milliken stated that the City owned the Lots on the south and to the east of Norfolk Avenue. One of those Lots is the Historic Blue House on the corner. Planner Ananth presented an aerial image showing the Lots in the area.

Chair Suesser commented that the proposed public stairway in the prior Woodside, Phase 2 project further north from this location. Planner Ananth stated the goal would be to connect Woodside Avenue to Empire Avenue through a set of stairs. Chair Suesser observed that was aligned with Woodside Phase 1 to Park Avenue. If it was aligned, it would be just adjacent to the applicant's project. Chair Suesser added that the alignment might not ever come to fruition and the private stair might never be abandoned for a public stairway because it would not be in the location that was part of the Woodside, Phase 2 configuration. Planner Ananth agreed that it was in a different location; however, if the goal were to align it, it would work out to be adjacent to this property. She stressed it was a future project that was unknown.

Chair Suesser pointed out that the vision was creating a straight shot because pedestrian access from Empire Avenue to Park Avenue had been a long-sought need for this area. People wanted this pedestrian access way, and it should be clear, wide, and easy to access. A jag in the access was not contemplated when Woodside Phase 1 and Phase 2 were designed. Planner Ananth commented that it was very close, and if they were to align it with the existing pathway, there would likely be some remnant land that would make the site less developable. A slight shift over might make sense.

Chair Suesser commented that they would also need to consider where it was crossing Empire Avenue, and maybe this location would be more desirable than the prior location because it would be closer to the corner of Empire Avenue and Manor Drive.

Commissioner Sigg reiterated that he was struggling with the Setback issues of an AMPD, and questioned why the City project could not be 2 feet from Lot D. Commissioner Hall appreciated this comment, but felt it would be better suited for the discussion with the consultant as they contemplate AMPD amendments. Commissioner Sigg felt that the City was bending and compromising on these Setbacks and their locations. Planner Ananth noted they were Code-required Setbacks. Commissioner Sigg was not happy with the Side Setback on the east side of Lot D because the Setback on the City's property to the east was so large, and every inch of that land had great utility to the City. On the applicant's property, they were deciding which Setbacks go where which he felt was arbitrary. The City was taking a big hit because it could not build closer to the property line.

Planner Ananth stated that one of the reasons for the large perimeter Setback was that Building Heights for MPDs and AMPDs were different. Commissioner Hall wanted to discuss this issue at another time when they were talking about AMPD amendments, but it was not part of this application.

Chair Suesser reminded the Commission that this project was in Old Town, and the idea of reducing Setbacks, including on this parcel, was a sensitive matter due to the close proximity of Old Town homes. She agreed that the 3-foot Setback on the west side of Lot D was troublesome. She added that the north/south configuration of the home was also an issue. Chair Suesser suggested the applicant consider building just one home on SA-200 given the potential congestion on the private drive.

With regard to Commissioner Sigg's comments regarding the Side Setback, Commissioner Hall stated that was the zone Setback in compliance with the LMC. She felt that this application proposed two Setbacks that would make the Building Footprint smaller than what they would have by having only one Front Setback, one Rear Setback, and two Side Setbacks. She commented they were getting an extra nine feet of Setback because they would have two Front Setbacks and only one Side Setback. She stressed that Lot D would have more Setbacks than they would in an ordinary configuration.

Commissioner Hall highlighted that the Setbacks in this application were allowed in this zone and that no exceptions were requested or required. She expressed that they were to process these applications based on whether they comply with the LMC. Here, the application proposed a three-foot Side Setback, and on Side Setback proposed 12' when they were only obligated to request three feet. Commissioner Hall opined that Lot D was in compliance with the Code in terms of Setbacks.

Manager Glidden re-joined the meeting via Zoom. Commissioner Kenworthy asked Manager Glidden to speak to the alignment for the pedestrian path from Park Avenue Woodside, Phase 1 to Empire Avenue. Manager Glidden advised they were still in the planning process for Woodside, Phase 2. There were no applications and the design was still being worked on, but they anticipated installing a public walkway and continuing it from Woodside Avenue to Empire Avenue. The original plans were to have the pedestrian walkway on the Knudson-A parcel to the south border. They want to bring that walkway over as much as possible to leave as much developable land as possible on the Knudson-A property. He stated they would try to make it as straight of a connection as possible, but it would not necessarily align 100% perfectly.

Manager Glidden explained that the City would build its stairs to certain standards. He did not believe the developer would be required to meet those standards because it would not be a public walkway. He reported that they have had discussions with the developer and noted that they did not want to duplicate work. They have looked at whether the City's timing in installing a public staircase could work with the applicant's timing, and they could work together with a contribution from the applicant to the cost of the public walkway running from Empire Avenue down to Woodside Avenue.

Commissioner Johnson asked about the difference between Park City Fire District's emergency access stair standards and the City's standards. He was looking at public benefit and good cause, and he felt it would be reasonable to ask the applicant to build the staircase to the City standards given the other non-conformities surrounding this property. He understood the City standards were high and expensive, but there was a reason for that.

Planner Ananth understood that City stairs were always metal and typically only 4' wide in most places in Old Town. In this location, the City was looking at a 6' wide staircase if possible. That would increase the cost due not only to the material difference but also the width. The applicant would likely construct a wooden staircase.

Commissioner Johnson did not feel the applicant's private stairs and the City's stairs would align right now timing-wise, and understood the applicant was willing to contribute. He questioned whether it made sense to tear out the private stairwell when the City stairs were ready to be built.

Planner Ananth stated that the best-case scenario from the applicant's standpoint was that they make a contribution to the City, and the City constructs the stairs. Because that scenario seems a bit optimistic, the applicant was prepared to construct his or her own staircase in order to build the project.

Manager Glidden understood that the applicant would build the staircase on their property, not on City property. He believed that the easement agreement with the Knudson Family provided that once the City completed its staircase, then the private staircase would be removed. The City was not a party to that easement, as it only covers access for this project.

Chair Suesser asked how the City would have access from Woodside, Phase 2 to Empire Avenue. Director Milliken advised that access would be through City property. Manager Glidden noted that the City owned the Knudson property all the way to Woodside Avenue, so the stairs would not require an easement over any private property. The plans were to install the stairs on the south side of the Knudson-A property.

Planner Ananth identified the location for the currently planned public staircase, which would be temporarily adjacent to the applicant's private staircase. If the City were ready to build the staircase, the applicant would be willing to give an easement to the City in addition to a contribution towards its construction.

Commissioner Sigg understood that the City stairs would ultimately become the fire stairs to access this development because the applicant's stairs would most likely be torn down for a small side yard. He commented that the City would therefore pick up the fire access burden in the future.

Commissioner Hall noted that was much like the fire access to her own home. She did not understand why they were talking about this ad nauseum when they approved the prior application that also conformed to the Code and fit in with the neighborhood. She felt this project fit the neighborhood much more clearly and perceived that the Commission was giving this applicant a much harder time than the prior applicant. She stressed that this applicant was compliant with the Code.

Chair Suesser opened the public hearing.

Mark Brian lives in the home adjacent to Lot A and borders the property in question. He thanked Commissioner Frontero for recognizing the complexity of trying to manage this street because he has been doing it for the last 20 years. He stated there had been times when he had to maintain and plow the road at his expense, which has totaled approximately \$1,700 per year. The Bank repossessed one of the homes on the street, and there was no one to contribute to these costs. Over the course of 20 years, he has spent approximately \$30,000 plowing the street, and he only received \$100 from another occupant on the street. Mr. Brian stated that it was more complex than just the three homes built along that street. He advised that the road was constructed with contributions from four owners—himself, the neighboring Lot, the Knudsons, and the owner of the Lot at 1307. He explained that the City required them to build sidewalks down 13th Street to the

corner of Woodside Avenue that had nothing to do with their properties. They also had to install gutters, as well as sewer and power. He clarified that the sidewalk installed by the property owners went from the corner of 13th and Norfolk Avenue to 13th and Woodside Avenue as required by the City.

Mr. Brian referenced an agreement signed in 2003 called a Non-Exclusive Encroachment Permit that contains ambiguities and inconsistencies. He believed that this document outlined the City's responsibility for the last 20 years to plow the road. The document states that the owner/builder was responsible to plow the road, but when the builder transferred ownership of the properties, the snowplowing obligation was not conveyed to the new landowners. He posited that he might have a claim against the City for reimbursement of the costs he has expended to plow the road.

Chair Suesser asked if there was a provision in the agreement that dedicated this street to the City upon transfer from the developer to the owners. Mr. Brian stated there was an ambiguity, and they would have to have legal counsel look at it. Planner Ananth advised that the Encroachment Agreement was attached to the Staff Report, and read paragraph 1 as follows: "This Encroachment Agreement and Non-Exclusive Right to Use the improvements constructed pursuant hereto shall be appurtenant to the following described property: Lots 3, 4 and 5 of Block 19, and other properties abutting platted Norfolk Avenue that do not otherwise have frontage on an access from an existing street." She explained that the Blue House has frontage on an existing street, 13th Street; therefore, this agreement was between the original builder and its successors, and the City. She felt it was clear.

Mr. Brian referenced paragraph 6 and read it as follows: "The owner or their successors shall maintain the roadway..." However, in the next sentence, it states, "The owner is responsible for snow removal and storage of the removed snow..." It clearly states that the owner is the builder in the first paragraph of the document, so Mr. Brian contended that when the builder transferred ownership, the transfer of responsibility did not occur. He understood that when there is ambiguity in a contract, it falls upon the contract writer to take fault. Mr. Brian stated additionally that the street was unsafe, and this winter showed how treacherous the road could become. He commented that there were a number of people who use that road, including the four condominiums at the corner, the three homes on Norfolk Avenue, and the Blue House. The applicant wants to build four more homes, and then there is the Woodside, Phase 2 project where he believed that the City planned to build a four-story structure that would dramatically increase the density and use of the street. He explained that the road was currently adequate as a one-lane driveway for three homes, but it was not built to accommodate a lot of additional residents. Mr. Brian contended that the road should be improved. He questioned what would happen if a disaster occurred that required ambulances, fire trucks, police cars, and others, and stated this road would not accommodate that type of traffic. With the additional homes at the end, they would have difficulty getting by each other.

Mr. Brian further stated that the snowplow person he has used moved out of town and does not get to the street until 2:00 p.m. He has had waist-deep snow multiple times in his yard until mid-afternoon. He uses a snow blower to clean it up the best he can, but he questioned what would happen if he were unavailable to do that. He commented that they were paying City taxes, but not receiving the City benefit of having their street plowed. He pointed out that the device that plowed the Senior Center and Library could handle tight spots. Mr. Brian added that they have no street parking, so when these additional homes are built he questioned where their guests would park. Chair Suesser noted there was parking along Library Field, but Mr. Brian stated it has a two-hour limit and was restricted during the winter. He stressed that the street and the parking were a mess

and unsafe, and he felt the City had accountability. He expressed that he did not want to go to court over this, but he is a tax-paying citizen and he wants the City to be accountable and responsible. Mr. Brian stressed that the street also needed to be widened, and was concerned about the additional traffic and density. All of this was driving the need to improve the road.

With regard to the stairway access, he would like assurances that he would be able to walk to and use the stairs whether it was built by the applicant or the City. He has a project management background, and it seemed that the City could come up with a budget to assist the builder and build one stairway. The public access was confusing and needed to be clarified before moving forward.

Mr. Brian wanted the City to take over plowing the street, and he did not know whom he could talk with in the City. He felt there might be an ethics issue in speaking with the City Attorney because the City Attorney represents the City. He agreed with the concept of an HOA and commented that the City owned 50% of one side of the road, so he wondered how they would adjudicate who was responsible for what percentage of the road. He would argue the City should bear 50% of the cost of the road. He explained that the City owned the Lot with the Blue House and the two sheds, which totals approximately 100 feet along that road. It would become complicated in terms of who owes what, who needed to participate, and the cost-sharing responsibilities. He has been paying for 20 years and he was tired of it.

Mr. Brian wanted the City to step up and be responsible knowing that they are receiving tax dollars. He was in favor of the project, and getting the City street cleaned up would be highly beneficial to this development and the three current property owners. He noted that drug addicts and drunks have resided in the brown shed and he has had to call the police several times. The brown shed collapsed under heavy snow this past winter, which presented a safety hazard. The Blue House is also a health hazard and an eyesore.

Andy Holland owns and lives at 1315 Norfolk Avenue. He was not against this project, but he wanted the City to contribute towards the snow plowing and the other things that need to be done to make this application work. He stated that he is a Director at Northrup Grumman, which makes all of the country's large solid rocket motors. Before they launch a commercial payload to orbit, they take a systems approach. He has been one of the people who give the "go" for launch, and that is really the Commission's job in this instance. By virtue of the fact that the City owns 1302 Norfolk Avenue and the other Lots, he felt the City had a vested interest in understanding the broader impacts of this application. The City has a 50% interest from 13th Street to 1319 Norfolk and owns the easement that could make the road compliant. He felt that would greatly affect this application.

Mr. Holland stressed that it was incumbent upon the City, before approving this application, to take a broader systems view and that by virtue of the City's ownership, it should own 50% of the snow plowing responsibility. He stated the City plows into the street from 13th Street. He stated that the snowplow trucks the owners hired became stuck four times this year.

Mr. Holland stressed that the Planning Commission should consider the broader impacts of the City-owned land, the structures on City land that are unsafe, and the power by virtue of the City's easement to make the road compliant within the RC zone and Old Town. The difference in width is one to two feet. He asked the Planning Commission to consider the bigger picture and do the right thing to make this neighborhood safe, and to make sure the street could accommodate emergency vehicles. He felt it was ridiculous to think that emergency vehicles could access these four houses.

He argued that the Planning Commission had the power to make a good decision and to get the planning right. They have a vested interest in doing so by virtue of the City's liability through the ownership of the house. At the very least, given that the City is both a landlord and an owner, the City should step up and pay for at least 50% of the snow plowing on the street.

Deb Rentfrow resides in the 84060 zip code and noted that one of the goals of the RC Zone was to promote pedestrian connections. The applicant's drawings included a 3' x 88' sidewalk in front of the three homes, but given that they would have a private staircase, this would be a sidewalk to nowhere. Ms. Rentfrow stated there would be no sidewalk that would continue in front of the existing homes that would connect it to 13th Street, where there is also a staircase. As mentioned, Mr. Brian and his neighbors were responsible for building a sidewalk from Norfolk Avenue to Woodside. She felt it would be fair for this applicant, at the very least, to carry the sidewalk all the way to the 13th Street staircase.

In response to an inquiry from Chair Suesser, Ms. Rentfrow clarified that the proposed Plat showed a private driveway and a three-foot sidewalk. She understood that the sidewalk would be on the west side of the private driveway. The applicant also showed a private staircase at the north end of the development. She suggested the applicant be responsible for connecting their sidewalk to the 13th Street staircase and run in front of the existing owners' homes to offer connectivity for these owners on 13th Street where they installed a sidewalk. Ms. Rentfrow added that allowing this development, it would force all access for the Woodside, Phase 2 project off of Woodside Avenue. There would be no opportunity to gain access to that development unless the City used its Lots as a new access point. She stated the City owns the land to the north, east, and south of Lot D, so thought should be given as to how that home would fit in with the architecture, design, and plan of the AMPD. Ms. Rentfrow agreed with having an HOA but felt the City would have to be a part of that HOA.

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

Commissioner Johnson referenced the public comments on the non-compliance of the road and expanding it, and felt that would have to be a City Council determination. He noted the dynamics with the Blue House and its Historic designation. He asked Commissioner Sigg if he saw any solution for fire access. Commissioner Sigg noted he brought this up at the last meeting and mentioned requiring at least a hammerhead. He noted the City did not want to take on the plowing. The fact that there was not a hammerhead would just add to the issues. He felt it would be unreasonable to assume that a hook-and-ladder fire truck would back out.

Chief Owens explained that there was not an easy way to put an area for a fire engine to turn around on that property. It would require some pretty significant excavation and large retaining walls. He explained that for a hammerhead, they would need a little more than 120 feet. He mentioned a modified hammerhead where the road goes straight down with a spur that comes off the edge that a truck could pull into and turn around, but even that would require 60 feet. He stated it would not be plausible to put in that space and still put buildings there.

In terms of the existing conditions on Norfolk Avenue, Chief Owens stated they reviewed those and noted there were a lot of places in Park City where people were able to build past existing conditions that were not ideal. Part of the charm of Park City is that it is an old place, and sometimes they have to make compromises. He stated they could get a fire engine down that road, but there would not be a lot of room for them to work around it. It would be difficult at best to

get a ladder truck down that street, but he felt that an ambulance would not be much of a problem as long as the roads were clear.

Commissioner Johnson expressed concern as to how the Fire Department would fight a fire using the access stairs. Chief Owens explained that the first thing they look at is access, which can be granted in several different ways. It could be a road that goes right to a house. In this case, they would likely bring a fire engine to the end of the existing Norfolk Avenue, and it would probably not drive into the neighborhood due to the risk of collapse. The idea behind the stairs was that the fire engines could park on Empire Avenue, carry hoses down the stairs, and access the houses.

Commissioner Johnson asked Chief Owens about the stair standards, and Chief Owens explained that they look at the stairs like a sidewalk. If the stairs were as wide as a typical sidewalk and meets the requirements for stairs in the Building and Fire Codes, then they would be okay. He stated they do not dictate the materials, but stressed that the surface would need to be non-slip.

Chair Suesser asked if the proposed private stairs were consistent with the Fire Code requirements for stairs. Chief Owens stated that he had not seen plans for the stairs. The applicant had to provide the easement and the stairs prior to delivery of combustible materials, and the Fire Department would have to approve the stairs before they were built.

In response to an inquiry from Commissioner Kenworthy, Chief Owens confirmed that the previous application in this meeting did not have these issues. Architect Van Sickle confirmed that the design of the stairs was based on the Fire Code requirements. He recalled that the cost to build would be \$72,500, and referenced an exhibit presented to the Commission.

Planner Ananth believed that the City stairs would cost \$15/linear foot. City Engineer, John Robertson advised that for the sake of comparison, the stairway the City was constructing in Rossie Hill was costing the City approximately \$220,000. Planner Ananth noted those were 4' stairs, and the City stairs near the subject development would likely be 6' stairs. Chair Suesser recalled that a section of the 9th Street stairs between Woodside Avenue and Norfolk cost approximately \$120,000.

Commissioner Hall understood that constructing six-foot-wide stairs could likely cost much more than what it would cost the applicant to build a private staircase. Applicant Steinberg preferred to put the \$72,000 into the public staircase because then it would be a permanent fix. Engineer Robertson observed that materials costs would be higher for the City stairs since they use metal. It was confirmed by City Engineer Robertson that the City stairs would be compliant with the Fire Code.

Commissioner Frontero asked if the applicant could build the City stairs six-feet wide, and the City pay for a large portion of that. Applicant Steinberg stated that was an option.

Commissioner Johnson suggested that with the motion, they include recommendations to City Council to look at Norfolk Avenue and the recommendation for a City cost contribution for a 6' stairway.

Commissioner Hall felt the applicant would prefer to contribute rather than build the City stairs.

Chair Suesser felt there were issues beyond the staircase, and mentioned Norfolk Avenue and whether it was appropriate for the applicant to improve Norfolk Avenue and possibly extend it with the width of a standard road rather than the narrow driveway that was proposed.

Commissioner Hall referenced Exhibit O and felt that was an important component of this application. She agreed that the applicant should be proportionally responsible because the agreement required it to be in good repair. The owners and the successors in interest were still responsible for snow removal and storage. She suggested a Condition of Approval that the new Lots be responsible for 4/7ths of the snow removal obligations.

Chair Suesser felt there was a bigger access issue to these Lots.

Commissioner Johnson suggested a motion on the application or a motion to continue so that they could address the remaining Agenda Items.

Applicant Steinberg questioned the reasoning behind widening the road and felt that just widening the road would not make it plowable as there would be no place for the plows to turn around if it was only widened by a few feet.

Commissioner Hall noted that repaving the road would be the responsibility of the successors in interest, which would be everyone who has access. She felt that all seven Lots would share the responsibility to keep the road maintained, including snow removal.

Commissioner Johnson mentioned re-shaping the street.

Chair Suesser requested more information on the public comments regarding the City's responsibility. City Attorney Harrington felt that was a separate issue. He recognized that the Commission has legitimate policy interests and Code criteria regarding the roadway and the access for the proposed new Subdivision. He added that the Commission could ask for more information regarding the road requirements and why the City Engineer and Fire Department were willing to accept private access.

City Attorney Harrington stressed that the liability regarding the Encroachment Agreement was not at issue whatsoever in this application. He added that a developer adjacent to a public ROW has the right to build the public ROW to public standards, and dedicate that improvement, or pursue an encroachment agreement for a private access drive. The prior developer did the latter. He noted this was a huge policy decision, and this situation was unique because there would be an extension of that private request, so the Commission would have the opportunity to revisit that analysis and whether it was the right decision. The public comments were appropriate insofar as access or public safety issues.

City Attorney Harrington stated that City liability for snow plowing was a red herring. He supported the concept of an HOA. However, in terms of the road requirements and design, and public versus private, the Commission was within its rights to ask for further information from both Engineering and Fire Departments in the context of the Subdivision criteria.

Policy decisions could be forwarded to Council, and regardless of the Commission's decision, it could still recommend that the City Council look at its policy regarding acceptance of public ROWs when the City owns property next to it. City Attorney Harrington stated that the City bought the Blue House to save it from demolition.

Chair Suesser asked if the fact that Lots 3, 4, and 5 own their part of Norfolk Avenue to the centerline created an access issue for this development. City Attorney Harrington stated that the City still owned the ROW, but there was an encroachment permit that allowed access to the first three Lots subject to their maintenance of the road. He felt that the Commission could request additional information on whether this would create an access or safety issue for this development. He stated that access may or may not require cooperation from the three property owners because if the City Engineer states that their agreement was sufficient, and the applicant's agreement was sufficient then the Commission can decide whether that meets the Code criteria. He mentioned situations in Old Town where people were building driveways from their property to the public ROW and having encroachment agreements for that extension.

Commissioner Kenworthy asked if snow plowing would work on this street without hauling. City Engineer Robertson stated there were locations for snow storage set aside that the City could use, and for a year like this, there would still be some hauling taking place. He could not say whether this would work without all seven owners working together.

Commissioner Hall asked if the Commission wanted to continue this item or make a motion with recommendations to City Council to discuss these policy issues.

Chair Suesser stated that she and Commissioners Sigg, Kenworthy, and Frontero needed more information. Chair Suesser requested more information on the Subdivision issue and LMC Section 15-7-4 mentioned by City Attorney Harrington. She would also like something from the applicant regarding the potential HOA for the seven owners and how they would coordinate maintenance and snow removal of Norfolk Avenue and the driveway.

Chair Suesser would also like more information on the specific amount the applicant might want to contribute towards a stairway built to City standards and Fire standards. She would also like more information regarding access for the public if a public stairway is built in conjunction with the City. She would like to know more information about dedicating Norfolk Avenue to the City, and whether the City would accept that dedication. Planner Ananth reminded the Commission that Norfolk Avenue was a City road. Chair Suesser would like to know if the City would be willing to maintain Norfolk Avenue.

Commissioner Hall referenced Condition of Approval 9 as it related to Chair Suesser's questions regarding access. Chair Suesser stated she wanted clarification on how LMC Section 15-7-4 would apply to this application. She felt there would have to be some agreement regarding maintaining the road.

Chair Suesser requested the applicant consider making the stairway public access regardless of whether or not it is part of a City project. She felt it would be part of the public benefit and should not in any circumstance be considered private.

Commissioner Van Dine noted in that situation, the applicant would be building a staircase on their private property, and be subject to liability for the public access. Chair Suesser felt they could dedicate the public access to the City.

Commissioner Kenworthy asked how they would get access if the original properties were not involved, and noted they could not Condition the other owners. He noted there was a group of private parties that controlled access to the development.

Commissioner Hall stated the new development could just plow the entire street to access their homes. Commissioner Kenworthy was not sure they could Condition this project in that way.

MOTION: Commissioner Johnson moved to CONTINUE 1325 Empire Avenue and Parcel SA-200 to a date uncertain. Commissioner Hall seconded the motion.

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

Commissioner Van Dine left the meeting.

There was discussion about proceeding with the remainder of the Agenda. It was noted by Director Milliken that there would be time on June 14th for the Work Session item, and potentially time on the May 24th meeting.

Commissioner Hall suggested moving forward with Agenda Item 6.D. and continuing the Work Session as it would likely be a long dialogue.

D. Land Management Code Amendments – Compliance with Changes to Utah Code – The Planning Commission Will Review Amendments to the Land Management Code to Align with the Utah Legislature's Enactment of S.B. 174 Regarding Internal Accessory Dwelling Units and H.B.408 Food Truck definitions.

City Planner, Jack Niedermeyer reported that the purpose of this item was to amend the LMC to align with the Utah Legislature's enactment of Senate Bill ("S.B.") 174 regarding internal ADUs, and House Bill ("H.B.") 408 Food Truck Definitions. He reported that in 2021, the Utah Legislature enacted H.B. 82, Single-Family Housing Modifications, which pre-empted municipal regulation of Internal ADUs ("IADUs"). Utah Code defines an IADU as an Accessory Dwelling Unit created within a primary dwelling (a detached Single-Family Dwelling that is owner-occupied) within the footprint of the primary dwelling and for the purpose of offering a long-term rental of 30 consecutive days or longer.

Planner Niedermeyer stated that on March 2, 2023, the Utah Legislature passed S.B. 174 – Local Land Use Development Revisions – that modified IADU regulations to include an IADU constructed in a garage connected to the primary dwelling by a common wall. Staff anticipated that the state would continue to amend the IADU definition and as a result recommended amending LMC Section 15-15-1 – Definition for Internal Accessory Dwelling Unit – by referencing the State Code section that defines IADUs.

Planner Niedermeyer reported that in 2017, the Utah Legislature enacted S.B. 250 – Food Truck Licensing and Regulation – that required municipalities to grant reciprocal business licenses and permits for Food Trucks, and allowed for municipal regulation of Food Trucks through land use regulations. He reported that on October 23, 2018, the City Council adopted Ordinance No. 2018-55, which established Food Truck Land Use Regulations allowing Food Truck locations through an Administration Letter on approved locations.

In 2022, the Utah Legislature enacted H.B. 146 – Local Licensing Amendments – that modified Food Truck Business Licenses and expanded the definition of Food Trucks to include foot carts

and ice cream trucks. On May 16, 2022, the City Council adopted an Ordinance that updated the LMC to comply with the changes to State Code.

Planner Niedermeyer reported that in the most recent Legislative Session, the Utah Legislature changed the definition of Food Truck through H.B. 408 – Mobile Business Licensing Amendments – and extended reciprocal licensing requirements beyond Food Trucks to mobile barbers, beauty and cosmetics, cycling, cell phones, computer, footwear, media archive and transfer, pet grooming, sewing and tailoring, small engine and tool businesses. It also updated the Food Truck definition to not include an enclosed mobile business and to exclude food carts and ice cream trucks. Staff anticipated the State would continuously change these definitions and recommended amending LMC Section 15-15-1 to reference Utah State Code 11-56-102, as amended.

Planner Niedermeyer reported that Staff recommended the Planning Commission review the proposed LMC Amendments, conduct a public hearing, and consider forwarding a positive recommendation for City Council's consideration on June 15, 2023.

Commissioner Hall stated that after the public hearing, she was ready to make a positive recommendation.

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

Chair Suesser asked about the inclusion of cycling in Food Trucks and the exclusion of food carts. She noted that food carts were often powered by bicycles, and wondered if those were included or excluded from the definition.

Assistant Planning Director, Rebecca Ward stated they could look into that, but stated that this was more relevant to the Business Licensing process. Food Trucks that require land use approval for a location would fall under the LMC. She added that for the mobile businesses, the Legislature was trying to expand it to someone who drives to a home and offers his or her services.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation for City Council's consideration on June 15, 2023, for S.B. 174 and H.B. 408. Commissioner Kenworthy seconded the motion.

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

7. WORK SESSION

- A. 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.**

MOTION: Commissioner Hall moved to CONTINUE Land Management Code Amendments – Final Action - to June 14, 2023. Commissioner Frontero seconded the motion.

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

8. ADJOURN

MOTION: Commissioner Johnson moved to adjourn.

The meeting adjourned at approximately 9:45 p.m.

PENDING APPROVAL

Planning Commission Agenda Item Report

Meeting Date: June 14, 2023

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Minutes

Agenda Section: MINUTES APPROVAL

Subject:

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

Suggested Action:

Attachments:

[05.24.2023 Minutes](#)



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 24, 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; Environmental Sustainability Project Manager, Celia Peterson; City Engineer, John Robertson; Senior Historic Preservation Planner, Caitlyn Tubbs; City Planner, Olivia Cvetko; Mark Harrington, City Attorney

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 of Approve the Planning Commission Meeting Minutes from April 12, 2023.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from April 12, 2023. Commissioner Hall seconded the motion.

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

3. PUBLIC COMMUNICATIONS

There were no public communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Assistant Planning Director, Rebecca Ward, reported that Staff had no communications for this meeting.

Commissioner Frontero reported that he attended City Tour 2023 in Fort Collins, Colorado. His intention was to learn what a similar community does in terms of mitigating traffic as well as how they handle affordable housing and childcare. He stated that it was a very worthwhile trip and he encouraged the citizens of Park City to try and attend these in the future. He mentioned that Myles Rademan and Paige Galvin organized the tour and did a terrific job. He publicly thanked them for their efforts.

Commissioner Frontero reported that Mayor Nann Worel and Council Member Tana Toly also attended. He reiterated that this event was well done and highlighted Leadership Class 29 as the key to the trip. He mentioned that approximately 30 residents apply for this each year and the City Tour was a highlight of the class. He encouraged all citizens to get involved going forward and stated it was a worthwhile endeavor.

Chair Suesser commented that being part of a Leadership Program used to serve as a prerequisite to getting involved in Commissions and Councils. She was in Leadership Class 21. Commissioner Kenworthy mentioned that he was in Leadership Class 23.

5. CONTINUATIONS

- A. **Parcel ASR-1 – Meadows Drive Trailhead and Parking Area Conditional Use Permit – The Applicant Proposes to Construct a Hard-Surfaced Parking Area with Greater than Five Parking Spaces at the Meadows Drive Trailhead. PLD-23-00575.**

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

MOTION: Commissioner Christin Van Dine moved to CONTINUE Parcel ASR-1 Conditional Use Permit to a date uncertain. Commissioner Henry Sigg seconded the motion.

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

6. REGULAR AGENDA

- A. **2200 Monitor Drive (Holiday Village Apartments) and 2776 Kearns Boulevard (Parkside Apartments) – HOPA Affordable Master Planned Development and Conditional Use Permit – The Applicant Proposes Redevelopment of the Holiday Village and Parkside Apartments to Construct 317 Affordable Units in the Residential Development Zoning District and Frontage Protection Zone Overlay. The Planning Commission will Review the Applicant's Proposed Sustainability Elements and Parking Management Plan.**

Assistant Director Ward reported that the application proposed to subdivide four parcels totaling 7.4 acres into seven Lots. The developer also proposed to build a shared underground parking structure accessed from Monitor Drive. The project would also redevelop the Holiday Village and Parkside Apartments for a total of 317 affordable units. She explained that this project is located southwest of the Park City School District Campus, north of the Park Meadows Subdivision, east of the Holiday Ranchette Subdivision, and north of Kearns Boulevard. Assistant Director Ward reported that the Planning Commission conducted a Work Session on March 22, 2023, for preliminary review. At that time, the Planning Commission provided input regarding the Parking Management Plan. There was also input on the façade and design materials. She reported that the applicant modified the project to change the streetscape along Monitor Drive and removed the fourth story from the two buildings proposed along Kearns Boulevard. She noted there was Planning Commission input on connectivity within the project and to adjacent projects. The applicant updated the internal and external pathways.

With regard to the Commission's request for information and details on bike parking, Assistant Director Ward stated that information will be presented at tonight's meeting. A third-party consultant reviewed the Traffic Impact Study submitted as part of the April 26, 2023 meeting, and further discussion was scheduled for Planning Commission discussion on June 28, 2023.

Assistant Director Ward mentioned that additional discussion during the April meeting touched on the common space square footage for residents. There were requests from the Commission for information regarding the current tenants, the number of vehicles they have, and the number of residents who rely on public transit. She stated that the applicant would present additional information on occupancy for the proposed development. Three topics were scheduled for review during this meeting. The Sustainability elements of the proposal would be addressed. Assistant Director Ward stated that Environmental Sustainability Project Manager, Celia Peterson was present to answer questions. In addition, Significant Vegetation would be presented with input from the Forestry Board and the applicant's proposal. She added that the Parking Management Plan would also be presented to the Commission.

With regard to Sustainability, Assistant Director Ward stated that the applicant proposed to install Electric Vehicle Charging Stations for 20% of the parking spaces. The Code would require the applicant to install 5% of parking spaces and conduit provided for 20% of the spaces. In addition, the applicant proposed all-electric buildings, bioswales, solar PV ready, and would promote a car-free community. Assistant Director Ward stated that the Sustainability Team recommended the applicant consider an Energy Use Intensity that would be less than 25 for the living spaces to help lower utility bills. As far as Significant Vegetation, Assistant Director Ward stated that there was Significant Vegetation on the site. The applicant proposed to remove 104 trees, which would require replacement with like vegetation. The applicant proposed 102 new trees. She explained that the Forestry Board reviewed the proposal and provided input. The applicant submitted an Arborist's evaluation of what is currently on-site and a number of trees were impacted by the bark beetle. The Forestry Board recommended the applicant remove the trees as soon as possible.

The Forestry Board also recommended that the applicant select salt-tolerant trees and filters for the areas near snow storage. They also recommended that the applicant submit a Landscaping Plan for project phasing, which the applicant submitted. The Forestry Board also recommended the applicant establish a three-year review of the health and viability of the new vegetation. With regard to the Parking Study and Management Plan, Assistant Director Ward explained that the Land Management Code ("LMC") requires 330 parking spaces for this project. The applicant proposed 268 parking spaces and submitted a Parking Management Plan. She noted that the Code would allow the applicant to request a parking reduction if certain criteria are met. One of the criteria outlined by the Code was parking in the Right-of-Way ("ROW") along the perimeter, which was unavailable on either Monitor Drive or Kearns Boulevard.

Another criterion would be an agreement with an adjacent property within 1,000 feet of the project. She stated that the applicant would not pursue such an agreement at this time. Assistant Director Ward stated that if the project was within $\frac{1}{4}$ mile of a transit stop, that could be taken into consideration in evaluating the requested parking reduction. She stated that the applicant's Parking Study would reduce the parking requirements by 11% because of the proximity to bus stops. She added that the applicant was working with the Engineering, Transportation, and Transit Departments to look at the bus stop along Monitor Drive to explore improvements and amenities in that location. She indicated that there were at least eight transit stops within $\frac{1}{4}$ mile of the Affordable Master Planned Development ("AMPD") and the applicant

would share information on some preliminary surveys they completed with residents to determine how many rely on transit.

Assistant Director Ward stated that the applicant's Parking Study reduced parking by 1% due to 14 on-site motorcycle parking stalls. The applicant increased that to 16 stalls. Another factor that the Commission could consider was that the bicycle parking will exceed that requirement in the Code. At the time the applicant submitted the application, they would be required to install outdoor bike racks for 10% of the required off-street parking, which would be 33 racks. In the initial Parking Study, the applicant provided bike parking for 74 bikes; however, the revised submittal increased the number of bike parking racks to 142. The applicant would also provide the Commission with more information on the sheltered, secured, and indoor bike parking.

Assistant Director Ward stated that the last criteria that could be considered by the Commission were dedicated parking spaces for a resident car share. The applicant's preliminary survey indicated that residents would be interested in something like this. It was not currently part of the applicant's Parking Management Plan. In addition to the 268 parking spaces, Assistant Director Ward reported that the applicant revised their plan for the potential for 20 additional parking spaces that would be accessed from Kearns Boulevard. She presented a graphic showing the Frontage Protection Zone, which was a 100-foot Setback from Kearns Boulevard. There was an area that could potentially be developed through a Conditional Use Permit if it was set back at least 30 feet from Kearns Boulevard. The proposed parking spaces would meet this 30-foot Setback.

Assistant Director Ward stated that one of the questions for consideration was whether the Planning Commission found there was evidence in the record to condition the project to provide an additional 20 parking spaces if the parking demand exceeds the 268 proposed parking spaces upon completion of the project. In addition, because of the unique constraints of the site and the applicant's proposal to develop the site in phases so that residents may remain as the project is developed, this would put the first phase within the parking area for Holiday Village. The applicant submitted a temporary off-site parking proposal for construction and will be providing the Commission with details on this later in the meeting. She added that the applicant proposed using 40 parking stalls at the commercial subdivision to the south. They were currently working to determine the demand for that subdivision to make sure that those 40 parking spaces are available for a Temporary Shared Parking Agreement.

Dave Levine, Executive Director for the applicant, Mountainlands Community Housing Trust, thanked the Commission for conducting further discussions on the HOPA Redevelopment project. He introduced Craig Elliott, AIA from The Elliott Work Group who would provide answers and clarification on a number of design and site plan questions raised during the last Work Session.

Applicant Levine stated that through its 45-year history, Holiday Village and Parkside have given Parkites a home, often their very first home in Park City. The residents of these communities have contributed significantly to the growth and prosperity of Park City. He mentioned Bob Wheaton the longtime President of Deer Valley Resort; Pat Platt, the Summit County Community Development Director; and Bonnie Clark, the former Snyderville Basin Recreation District Director.

While all three individuals are highly regarded and well-known within the community, countless others have likewise made significant contributions to the community. Before joining

Mountainlands as its Housing Navigator, Angelica Espinoza was a resident at Holiday Village. While living there with her husband and son, Ms. Espinoza worked for years as a Registered Nurse at the People's Health Clinic. Applicant Levine reported that Ms. Espinoza described to him her many neighbors, many of whom work at Intermountain Health, a local pediatrician, and pediatric dental offices, or as servers or housekeepers in the local hotels. He stressed that it was for these residents that Mountainlands offered a new housing future in a revitalized community where residents will live in beautified, updated, and energy-efficient buildings and units built on a human scale, each with a vibrant and appealing appearance.

Applicant Levine added that Mountainlands will provide units at HOPA that respect the households living there, the neighborhood, and the entire community. Through HOPA, Mountainlands will also help the City realize its goals for affordable housing. More than that, as a unique redevelopment in the heart of Park City, HOPA will stand out for creating walkable and accessible residential living spaces near transit, schools, amenities, and workplaces. He mentioned that in conversations with community members, he heard several inaccurate statements about HOPA and would like to correct some of those misstatements.

Applicant Levine stated that one of the misstatements was that there would be a number of market-rate units located at HOPA. He stressed that HOPA was and will remain 100% affordable. The Average Median Income ("AMI") for residents would be in the range of 45 – 55 percent. Fifty-five percent of the expected HOPA residents who remain on site will continue to benefit from affordability as low as 25% AMI. He reiterated that no market-rate units can be built on the site. When originally constructed 45 years ago, the for-profit owners of Holiday Village and Parkside utilized U.S. Department of Agriculture ("USDA") Rural Development Funding, which kept the building 100% affordable. Both Holiday Village and Parkside were in their current extended use periods, meaning that Holiday Village will remain affordable through 2052 and Parkside through 2104.

Through its existing funding with Rule Development, Mountainlands was the only affordable housing provider and developer that can ensure that the current residents will not be displaced and that their units will remain deeply affordable. Applicant Levine also heard comments that there would be 1,000 occupants and 1,000 cars in the new HOPA. For this meeting, the applicant submitted an estimated occupancy count of 451 residents based on Utah Housing Corporation data and current residency ratios as well as data for Summit County. He explained that their occupancy count methodology was the same used at other housing projects in the City.

He also heard statements that the 1:1 parking ratio was more realistic and will result in a 5.7 times increase in the number of parking spaces for the 317 units. Applicant Levine stated that the submitted Parking Management Plan responded to this concern. The applicant conducted a recent survey of residents, which showed that on a daily basis 58% of residents walk, 26% of residents bike, 4% of residents use a scooter or motorcycle, 70% of residents use public transit, 6.5% use ride-share, and 9% use paratransit. He also reported that one-third of the residents would consider a car or bike share program. He highlighted the many transit options beyond cars that were being considered including e-bike storage, paratransit, and micro-transit. With the addition of 84 studio units, these occupants would be less likely to own cars. He added that they hoped to prioritize occupants without cars throughout HOPA.

Applicant Levine referenced comments regarding the ill effect on families living in high-rise buildings. He responded that HOPA is not Cabrini Green. They would have 20% more open

space for children living at HOPA, and two play areas. They will also have enhanced security with cameras where there are none today. They were also looking into key fob entry for the buildings. The well-lit underground parking garage will have direct access to the buildings, which will also mean additional security. With washers and dryers in each unit, vandalism on the site will be reduced.

Finally, Applicant Levine addressed the comments that neighboring property owners would lose property value. He stated that Holiday Village and Parkside are 45-year-old affordable housing buildings that were constructed years before many of the nearby homes. He challenged any of the nearby homeowners to show where their properties had any negative impact in value from HOPA over the past few years. He referenced an Urban Institute Report from one year ago that found that the only significant change was in the positive direction for the value of homes located near affordable housing units. A 2021 Gardner Institute Report from the University of Utah found that high-density housing in suburban Salt Lake City did not impact nearby housing values. He also mentioned reports from Stanford and New York University that found the same results. He thanked the Commission for the opportunity to address some of the questions and concerns raised during the last Work Session.

Architect Elliott felt a wave of responsibility for a number of Parkites whom he does not know and acknowledged that the Planning Commissioners must feel that all the time. He thanked the Commission for taking part in the process and trying to find the best solution for this affordable housing project. He stated this project means something different to him. He mentioned that there were people in attendance who did not have the benefit of listening to the prior discussions on this project so he recommended he be allowed to walk through the process to date. He reported that the site is located between the high school and a commercial property. The subject property is broken up into two pieces with access along Kearns Boulevard and Monitor Drive. The current property has 122 units with 80 units in Holiday Village and 42 units in Parkside.

Architect Elliott explained that the entries into each site are different but similar. Each enters a parking lot. He presented images of the entrances to both sites and noted that both were giant parking lots abutting the public way that leads to the City's Historic Districts. He explained that the site is in a zone surrounded by four other zones. The High School is in the Open Space Zone and there was Medium-Density Residential to the bottom right of the site as shown on the graphic. In addition, the area highlighted in red was described as General Commercial. There were also two lots of Single-Family zoning adjacent to the site to the west. He stressed that the site is truly a transitional piece between multiple zones. He showed images demonstrating how the site is surrounded by parking lots, three-story buildings, and a parking structure to the south. Architect Elliott explained that they tried to make sure that they followed the zone in terms of the design as well as the heights that were similar to those that surround the property.

Architect Elliott referenced two single-family residences across the street from the project. One home sits up on the hillside and the other is located some distance back behind some vegetation. He understood that the latter home was Historic. He explained that the applicant was looking to make the proposed changes because the existing apartments are 45-year-old buildings that were constructed to a much lower standard. It would be a significant expenditure to bring the buildings up to Code, which would make the project no longer viable.

They looked at what they could do with the property to take advantage of the space and its location and keep the property affordable for years to come. Architect Elliott commented that

this was one of the best affordable housing sites in Park City. Amenities are abundant within walking distance and if they were looking to remove cars from the road, this site was perfect.

Additionally, their task was to find a way to maintain everyone in their units and keep them there during redevelopment. He presented a graphic showing the buildings currently on the site and highlighted the areas where they could build something new. He noted that both of these areas were current parking lots, and added that the parking lot along Kearns Boulevard was in the Frontage Protection Zone. Architect Elliott stated that the applicant could request to put something in that zone but they would have to take 30 feet of the property away, so it was not a viable location. He added that the proposal would also require them to request something that is typically not allowed.

As a result, they chose the parking lot at Holiday Village for Phase 1. The first concept looked at the underlying zoning for the AMPD, which gave a height allowance of up to 45 feet, or four-story buildings in the parking lots. As they will develop them, they will have to build parking lots adjacent to the buildings. The parking would have to be located in the Frontage Protection Zone along Kearns Boulevard.

Architect Elliott reported that with the initial concept, they picked up 180 units. The applicant was challenged to do something to reduce the impacts, eliminate the parking along the perimeter and get more density. The applicant then revisited the design and concluded they still needed to work in the Holiday Village parking lot. The first phase would be to move into Building A at the rear portion of the parking lots. This would allow them to build and move all of the units from the north half of Holiday Village into Building A. They then could construct two new buildings at Buildings B and C. He explained that Buildings B and C would then accommodate the remainder of the residents on the site.

Architect Elliott stated they could then proceed with Building D and Building E, and then finally construct Buildings F and G on the Parkside parcels. He explained this sequence would allow them to maintain people on-site without having to move the residents twice.

With regard to parking, the key was having underground parking for all the buildings. He stated there were four existing bus stops adjacent to this property, and six bus stops within ¼ mile. They felt this was significant for the parking on this project, and it showed in the survey. He referenced the studies identified by Applicant Levine and noted that some existing residents have cars but do not have them on the site.

Architect Elliott felt that the percentage of residents who use public transportation had to be one of the highest in the City, and posited that it was partly due to the property's location. He felt this was the data requested by the Commission, and with almost 50% of the residents responding, that was a significant aspect of this plan and part of the reason the applicant requested a parking reduction. He commented that over 32% of residents were interested in ride-share and/or bike-share. He stressed this was a significant number as well, and noted the provision of additional bike parking, motorcycle parking, and e-bike parking on site. He referenced the Site Plan that showed 20 additional available spaces the applicant could park. He represented that they did not feel these additional spaces were necessary, but they felt it was a good idea to locate them and get them approved so that if there was a need, they could add them in the future.

Architect Elliott stated they proposed 268 parking stalls for 317 units. With 84 studio apartments, he felt they showed a change in the nature of the use.

He presented a graphic of the underground parking, the connections, and how they would work. He explained that every entrance would go through Building A, and the parking would connect with each building as they develop the site.

Architect Elliott explained that the parking design would reduce the left turn from Kearns Boulevard. They ended up with six parking spaces on the Parkside parcel, versus the 90 parking spaces that exist there currently. This would create a significant shift in impact, while also showing how they would improve parts of the site that were the most difficult as they currently exist.

Architect Elliott commented that the Parkside parcel had connections through the General Commercial site adjacent to it.

He mentioned the questions regarding estimated occupancy and presented a graphic showing the estimated occupancy by type of unit. Studio apartments typically have 1.06 inhabitants, one-bedroom units have 1.09, two-bedroom units have 1.79, and three bedrooms units have 2.56. These numbers came from Utah Low Income Housing Tax Credit ("LIHTC") information.

Architect Elliott next turned to Sustainability, and he showed a few of the things they would do on this project. He mentioned installing Solar PV panels on the project, and a bio swale condition to handle the water treatment for the runoff. He noted they were actually using that as a design feature that would go along Building C and between Buildings A and G, and Buildings D and G.

He added they also proposed covered bike parking, and they were still looking for the right product. One product was stacked, and the other was not stacked, and he felt it would depend on the locations and the uses they would have.

Architect Elliott also stated that the exterior walls would be over-insulated, and the performance would be a significant improvement. He mentioned the Electric Vehicle Charging Stations and the design of all-electric buildings. He stated that windows with high U-values were incredibly important in these projects.

Architect Elliott mentioned that he had not specified a building with anything other than low-VOC paints and products in 15 years.

He noted the analysis between the existing project and the proposed project. He presented a graphic comparing the floor plans for a two-bedroom unit. The majority of these buildings would be double-loaded hallways, and the exterior exposure of each unit would be significantly reduced. The existing facilities might have had R-11 insulation in the walls with no vapor barriers or air containment. While they do not know what was in the roof, he stated they were sure it was way under what they would be provided in the new roof insulation systems.

Some existing windows were single-pane. He reported that half of the exterior walls for the lower floors were in the basement without any exterior insulation on the concrete walls. While the mechanical systems had been improved over the years, they would never reach the performance standards that would be reached with the new facilities.

Architect Elliott stated that the new walls would have R-21 insulation in the wall with an additional R-5 at the minimum exterior wall insulation. The proposed windows would be high U-value windows, and all mechanical, electrical, and appliances would be high-performance products. He added that based on the applicant's funding, they would be required to install Energy Star. The Commission could look at the energy consumption, the overall performance from a Sustainability standpoint, how it affects the human being, and the performance of the buildings themselves.

Architect Elliott commented that apart from Sustainability, they looked at maintaining outdoor spaces of quality. There were some nice spaces at the current project, but the overall usability of the property was minimal. The total current landscaped area is 133,000 square feet. The applicant was showing 118,000 square feet of landscaped space and they would provide courtyards with play areas that would be protected by allowing people to see into the space. A safe play space for a child is one where the child can be seen. He stated that they put the play spaces in locations where there would be activity around them so the children could be seen and be protected from the streets. He acknowledged that it was difficult to understand the scale of the proposed space as compared to what exists today.

Architect Elliott noted that the Code only provides constraints for the building components in terms of Building Heights and Setbacks. He presented renderings of the proposed buildings and stressed that they would be developed in the framework of the available space and would be consistent with the Code and the AMPD requirements. He noted they would not be taking up all the volumes and would not be taking any of the top floor space. As far as what the Building Heights look like from the street along Monitor Drive, he presented an image that superimposed the proposed buildings over the existing buildings. He noted the red line that depicted the maximum height allowed in the AMPD in this zone. He highlighted that the proposed buildings were pushed back from the existing building faces, and stated that in some areas they were at 8 feet, while at the south end of the project, they were over 25 feet back from the existing face of the buildings. He also presented streetscape renderings from the perspective of Kearns Boulevard.

Architect Elliott stated that there was a purpose and a meaning to the applicant's decision to lower the buildings to three stories. He stated they also did a study to examine the project's relationship to the adjacent residential structures and presented images showing those structures. He highlighted that this project sits in between parking lots, a church, a commercial space, and a school; he felt it was in the perfect location for those uses and the building's impacts were relatively minor. They worked hard to maintain that by keeping the building heights low.

Architect Elliott presented the updated renderings following the last session on this application. He showed renderings from Monitor Drive, coming up from Park Meadows, and the entrance to the site between Buildings B and E. He explained that Building A was the first building and would be the primary entry. An office would be housed in this building, and the ramp to the underground parking would also be at Building A.

He showed renderings of the courtyard between Building D and Building A. He noted a walkway that would connect the area all the way through, and they increased the size of the walkway to accommodate bikes and pedestrians. The north/south walkway was also shown to the Commission. The rendering showing the courtyard between Buildings A, B, and C also

showed an initial rendering of a covered bike rack; he noted they were still looking at what would be the best system to install at that location. He also showed renderings going into town from Kearns Boulevard and stated that they tried to remove as much parking as possible out of the Frontage Protection Zone. He reiterated the applicant was not asking for anything special from that perspective. The large area at the entrance between Buildings E and F was also presented. The area looking up the bio swale was viewed as a nice space in addition to being a functional component.

Architect Elliott presented a rendering of the building next to the football field and noted that was the one location where they added a fourth-floor amenity for the entire project. This area would house a common indoor lounge area, kitchen space, and an outdoor terrace area with planters and seating spaces. He stressed that this location would have the least impact on all the neighbors, had wonderful southern exposure, and great views back towards the football field. He presented an overall view of the project looking back toward town. Architect Elliott concluded his presentation and offered to answer any questions.

Commissioner Kenworthy observed that the occupancy would be 451, and asked if that was the applicant's estimated occupancy or legal occupancy. Applicant Levine advised that was estimated occupancy based on current data. In response to Commissioner Kenworthy's inquiry regarding the legal occupancy for the entire project, Applicant Levine was unsure but believed that per Code it would be two occupants per bedroom.

Commissioner Kenworthy understood that for other projects they had seen two occupants per bedroom plus one per unit. Senior City Attorney Mark Harrington stated they could get the Building Department to verify that for the Commission. Applicant Levine posited that the living room might be counted as well, to which City Attorney Harrington stated there was likely a nuance where that might be the case in some circumstances.

Applicant Levine reiterated that the requirement was two occupants per bedroom, plus one for the living room. Commissioner Kenworthy believed that was likely accurate, and reiterated that he would like confirmation of that number.

In response to Commissioner Kenworthy's question regarding balconies, Architect Elliott responded that a significant number of the units would have balconies. He did not know the exact number but estimated 80 percent.

With respect to safe courtyards, Commissioner Kenworthy noted some play areas off of Kearns Boulevard might not be considered safe courtyards but would be open space areas for children to play.

Commissioner Kenworthy asked about sound mitigation and noted they had problems with sound mitigation in affordable housing. Architect Elliott explained that they designed the shared walls as two separate wall structures separated by $\frac{1}{2}$ inch or 1 inch, and insulation would be placed between the two separate wall structures. On one side of each wall, there would be drywall, and on the other side a resilient channel and drywall. Architect Elliott stated this design was over and above what is required in the Building Code. Most buildings where residents register sound complaints have single-wall construction that might have insulation and drywall.

Commissioner Kenworthy felt this was a fabulous project on many levels, and mentioned AMI, not displacing tenants, and redevelopment to protect long-term Parkites. He addressed parking

mitigation and noted the City did not currently have community off-site lots. He commented that this year they found that Richardson Flat was used much more than anticipated. As the City grows and solves transportation, the City would have some of these lots, especially given the annexation of the 1,200 acres. He felt this gave the City a lot of opportunity, and hoped that this new City parking would offer the applicant some more bonuses for reduced parking onsite.

Commissioner Kenworthy was thinking that in these community lots, a project could reserve some spaces that would allow a resident with a bike to park offsite. He would like to see something like this that would allow the Commission to reduce parking even further for the applicant. He mentioned that the 84 studio units proposed would likely be less parked according to the data. He also stressed that this project had four bus stops that were essentially onsite, which he felt was fantastic. Commissioner Kenworthy would like to see if they could reduce parking even further with some of these solutions that might not be in the mitigation Codes today but could be considered with a project like this if they know the City would have community parking lots where a certain number of spaces could be assigned to affordable projects.

Commissioner Hall referenced the Frontage Protection Zone and asked about the existing Setback for the existing structures in the plaza and the parking lot. She felt that the existing parking lot was within the Frontage Protection Zone. Assistant Director Ward confirmed and stated the applicant proposed that the additional parking along Kearns Boulevard would be back from the 30-foot zone. Commissioner Hall understood that the proposed parking in that area would be further back than the current parking lot, and requested these numbers for the next meeting.

Commissioner Van Dine thanked the applicant for the current data she requested and stated it was helpful in knowing the applicant was trying to bring in the same population. She felt it provided more justification for the requested parking reduction. She was agreeable with allowing the 20 additional parking stalls in the Frontage Protection Zone if deemed necessary. She reiterated her earlier comments regarding lowering the building heights and stated that she looked at the vegetation plan and would like to see more trees. She acknowledged that most of the trees along Monitor Drive were dead, and new vegetation with salt-resistant trees would make a huge difference.

Commissioner Van Dine agreed that this project would fit in the area, and would be consistent with the surrounding buildings. She observed that it would create a transition zone between the buildings where Tupelo's and the bank are located. While she understood the concerns from the community about a large project, she felt that the proposal was appropriate for the area and the data from current residents showed that they work in the area, which was consistent with the City's goals.

Commissioner Frontero asked about the intended use of the circle and the road off Kearns Boulevard. Architect Kearns explained that the circle comes off of the General Commercial property on Kearns Boulevard and immediately turns right. He stated there was an easement access to that parking lot through the commercial property. He advised that the applicant did not own the entrance to Kearns Boulevard, and it was controlled by the commercial property.

Commissioner Frontero asked if the applicant expected the residents to access Kearns from that area. Architect Elliott stated they showed six surface parking spaces. All other parking for that parcel came from Monitor Drive through Building A.

With respect to commercial deliveries to the project, Commissioner Frontero asked if those were expected to go through the underground parking lot and the entrance on Monitor Drive. Architect Elliott expected that moving trucks or delivery trucks would access the project through the circle.

Commissioner Frontero noted that the applicant projected the occupancy at 451, and asked if there was a further breakdown of residents under 18 years of age. Applicant Levine stated they could get that information from their consultant.

Commissioner Frontero stated that the child care component would be dependent on the number of children expected to be living at this project, and assumed there would be ample space for the provision of childcare on site. Applicant Levine stated that based on their further discussions on childcare, they could not incorporate childcare into this development. This was partly financial, and partly due to feasibility. He referenced discussions with PC Tots, and the site was not built for the kind of childcare operation that could be maintained there; however, they would have two wings for PC Tots. He related that according to these discussions, PC Tots had two issues: they cannot afford teachers, and the teachers live outside the City. In Park City, there are currently 25 PC Tots teachers, of which 22 commute into the City.

Applicant Levine stated that a solution to this would be to have those teachers living in the development, which would reduce the wage pressures on PC Tots, and the teachers would be in the City. He explained that they felt this was a better solution than looking to actually put in a childcare operation on-site. He stated they were looking at other services and supports they could provide in the community spaces, and would look to activate these spaces for the residents.

Commissioner Frontero was not certain he would be satisfied with sending children to outside childcare facilities but requested to come back to this issue at a later date. Commissioner Van Dine would like it to be known that Park City School District was undergoing a large pre-K expansion. She understood the applicant's point and noted that it was not required pursuant to Code; however, she felt providing access to the people who are already providing daycare would be huge. She added that hopefully, this project would also provide more housing for teachers. Commissioner Van Dine acknowledged that running a daycare was difficult, and she could see how this space was not ideal because there would not be a dedicated play area. She would be agreeable if the applicant were able to partner with community members and other daycare facilities to give preference to residents.

Chair Suesser asked if the applicant would give preference to teachers at PC Tots, and wondered how that would work. Applicant Levine stated they would ideally like to give preference, but he qualified that by stating they still have to evaluate how to set up these priorities for various residents. They would not know that entirely until they get the funding lined up, because it would be driven a lot by the funding. He stated they would try their hardest to give priority to those kinds of workers, but he did not want to make any promises at this point.

Chair Suesser asked if the applicant gave any consideration to reconfiguring any of the common spaces to potentially create an area that could be used for daycare. Applicant Levine stated they looked at that, but it was really challenging. He stated they would continue to explore that issue. Chair Suesser understood that the applicant's surveys of residents were not quite complete and they were still collecting data about public transit, the number of vehicles, and the

like. Applicant Levine reported they received completed surveys from 57% of the residents. Chair Suesser asked if the surveys included input on the amenities the residents would like to see. Applicant Levine stated the survey was focused solely on transportation.

Chair Suesser referenced the public feedback that was submitted to the Commission, and there seemed to be a lot of concern about the increased traffic on Monitor Drive. She felt it might make sense to revisit the idea of the other access to the garage, or a one-way exit onto Kearns Boulevard to reduce some of the traffic on Monitor Drive. She also wondered how far into the project the parking garage would extend underground. Architect Elliott explained that the parking would be located under the buildings, and there would be a tunnel that would connect the buildings, which is the drive aisle. He confirmed that there would be a garage under each building, but they would all be connected.

Commissioner Sigg understood the parking would be underground and not podium parking. Architect Elliott confirmed it would be subterranean. Commissioner Sigg asked if there was a parking plan that showed the foundations of the buildings with the parking layouts and how the circulation within the garages would function. He felt there were potentially some dead-end spaces.

Architect Elliott presented a graphic for the Commission and pointed out that each garage would be connected, but there would not be a connection between the garages for Buildings A and C and Buildings E and B. Commissioner Sigg commented that this could present a security and safety issue.

With respect to the concerns about traffic, Commissioner Sigg also stated that with this much parking, and the fact that most people would be making a left on Monitor Drive, he asked what the crossings would look like. He reiterated that a second access point might be considered, as he felt this would be a lot of parking for one access point. He liked the notion of having easternmost access to the roundabout area.

Commissioner Sigg asked if the tunnels that would connect the buildings would be foundation walls that would be part of each building. He wondered how the waterproofing would be handled, and asked if there had been any storm drain or water table analysis.

Architect Elliott confirmed that a geo-technical report was completed that showed the water table at over 20 feet, which would be well below the parking levels. The building connections would include concrete walls, a concrete lid, and a membrane over the top. They also showed paving over each of those spaces, which would allow them to maintain the space long-term.

Commissioner Sigg asked if potential lenders raised any issues about having connected buildings over common underground parking, and wondered if that would affect financing for workforce housing.

Applicant Levine stated they had not presented this to potential lenders and did not know if that would be an issue; however, the consultants did not believe it would be an issue for the financing.

With regards to the unit mix, Commissioner Sigg asked if the different AMIs would be spread throughout the project. Applicant Levine stated they were looking at an average AMI of 45 – 55% that would be evenly spread throughout the project.

In terms of the Kearns Boulevard intersection access point, Commissioner Johnson assumed there was an existing easement in place with Park Meadows Subdivision. He asked if the applicant had discussed with that property owner improving that access point.

Architect Elliott advised that Kensington Investments owns the property. Applicant Levine stated they had not had a lot of detailed discussions, but they had started those conversations. Commissioner Johnson felt that would be a benefit to understand if there would be flexibility in terms of improving that access point.

Commissioner Johnson asked the applicant if they considered an underground access point from the Parkside side that might provide emergency access or a crash gate that could be made flexible for future improvements should further traffic mitigation be required. Architect Elliott stated the first submittal included an underground parking connection, and he stated it would be easy enough to include. He noted that the drive would go into the 100-foot Setback, which would be allowed. He stated they received pushback on increasing the number of parking counts on Kearns Boulevard, so the discussion was to reduce that by connecting Buildings G and F to the HOPA side of the project. He stated the applicant did not have a problem accommodating emergency access at that location.

Architect Elliott stated that in the past they have created knockout panels to allow for the opportunity for expansion, so creating an emergency access with flexibility for the future would be easy to do.

Chair Suesser noted that if all of the residents were exiting the parking lot onto Monitor Drive, there could be traffic backed up to this project. She felt that a second access point would make a lot of sense.

There was discussion about the access points, and Architect Elliott advised there were two fire lanes on the north and south of the property, and there was one access point on Monitor Drive.

Commissioner Johnson referenced the massing comparison along Monitor Drive and felt it was beneficial for some of the public comments received. Architect Elliott commented that at the north end, the building would be 8 feet back from the existing buildings, and at the south end, the project would be 24 feet back from the existing buildings. He emphasized that they stepped the buildings back along Monitor Drive.

Excluding the elevator shaft, Architect Elliott stated the building heights would increase by 8 feet to a total height of 30 feet. Commissioner Johnson observed that this project would increase the Setbacks by 8 feet, and increase Building Heights by only 8 feet.

Applicant Levine advised that the applicant's consultant, Amy Rowland, Community Development Finance Alliance, could help answer Commissioner Sigg's question regarding financing and the parking lot. Ms. Rowland advised that her background was in LIHTC financing. She stated this was a very unique project, and there have been other projects with shared access to parking. She was quite sure that they would be able to work through having each property provide an easement, if necessary, to cross the property. She noted that Mountainlands would control the different ownerships, and getting the investors comfortable would be a product of having the legal documents. Ms. Rowland did not see an issue with the financing and felt that most investors and lenders would love this project.

Chair Suesser opened the public hearing.

Debbie Crandall stated that she lives in the house on the hill across the street from this project. She advised that she supports affordable housing, and was happy that many of her friends that live in this project would have a new home. She expressed concern about the density and the building heights. Speaker Crandall stated it would look like a major Nordstrom and Dillard's next to her home. She mentioned not only the height in a residential area but stated there would be a lot of traffic coming out of the development.

Speaker Crandall suggested lowering the building heights along Monitor Drive. She did not understand why it was all along Monitor Drive, and that more was put along Kearns Boulevard. She felt it was completely backward. Speaker Crandall asked if the design could be changed to allow the residential area to look like a residential area. Kearns Boulevard already has a lot of buildings and schools and wondered why they would want to do this to a residential area. She felt the idea of the project was wonderful; however, it was being done poorly. She felt the City would be unhappy with the project when it is completed and thinks the residents would also be unhappy. There would be a 7 -10 year process of jackhammering and demolition.

Speaker Crandall would like to see a bus go into the project itself where it could pick up residents. She did not think the current residents would necessarily be the residents in the new project. She felt there would be a lot more traffic. Speaker Crandall said she always knew they would do something with this project, but she thought it would be beautiful; this would be a massive elephant and she would like to see it changed. She felt Building B could be in the front, and they could break up Building A. They could beautify it so it could be a win-win for everyone.

Maya Drexler expressed support for this project and has lived at this location for almost 14 years. Speaker Drexler noted there were challenges during this process; however, housing was a big need in this community.

Gary Crandall stated they have Studio Crossings on 25 acres with 208 affordable housing units, 100 market-rate units, and 60,000 square feet of commercial space. He stated Studio Crossings has a total of 368 units or 14.72 units per acre. He noted that was the most the Planning Commission would give them. Speaker Crandall stated they also own an affordable housing project at Kimball Junction, and seven of those units are studio apartments. Of those units, approximately half of the units have two occupants. Based on his calculations using the bedroom count, this project would result in occupancy of 870. He noted the applicant proposed 317 units, and on just the Monitor Drive side, there would be 54 units per acre, which would be nearly 3.5 times more than the Planning Commission approved at Studio Crossings. Speaker Crandall could not justify that in his mind and noted there were no complaints at his project, yet there are complaints for this one. He felt it was disingenuous to talk about the surrounding commercial because they were making it sound like they came right up to Monitor Drive. Instead, there are large parking areas. As a result, this project would put the building right on Kearns Boulevard. He echoed the comments of his wife who questioned why everything was shifted to the Monitor Drive side, with very little on the Kearns Boulevard side. He agreed that this was backward.

Speaker Crandall understood that the zoning was changed a few years back, but felt the Planning Commission could change it back to what it needed to be. As a result, he did not agree that certain areas could not be developed. He mentioned that at Studio Crossing, he was

required to install a bus stop on the property. With the location of the bus stop on Monitor Drive, Speaker Crandall stated that every year the bus drivers drive up onto their yard and break their sprinkler systems. He felt that as good neighbors, the City would want a bus stop in the middle of where it would be needed. With regard to the visuals along Monitor Drive, Speaker Crandall understood there was a 25- foot Setback. There would be a three-story high wall, plus the roof and the elevator shaft. Currently, everything along Monitor Drive was one-story. He stated that Park Meadows/Holiday Ranch had a requirement of one house on a minimum of one-acre. Comparing that with 54 units per acre, this project would not even come close to fitting in.

Speaker Crandall represented that the applicant was having problems getting financing, and was throwing all of this density to make the project pencil out. If they have to build this monstrosity to make the project pencil, it did not make sense. He felt this project should go into another part of town. He understood the City owned a lot of property, and questioned why the applicant did not just remodel the current project and build the new units someplace else.

Speaker Crandall met with Applicant Levine, and he understood that the applicant would keep the residents at this new project. He felt there was a wide range of people, and noted there were some residents who could not even get out of their rooms. Speaker Crandall stated that Applicant Levine also stated that the almost 200 new units would be 70- 80% AMI.

Speaker Crandall had the latest sheets showing the income levels for those people at 80%. One person could make up to \$79,360 per year to qualify. The person who makes that amount of money would be able to afford a car. For a two-resident unit, the income requirement jumps to over \$90,000 per year, for three people \$102,000 per year, for four people \$113,000 annually, for five people \$122,000, and for six people \$131,000. He stated these would probably be two workers supporting a family and would likely have 2 – 3 cars.

Speaker Crandall estimated there would likely be around 675 cars in this project. He reiterated his belief that this was a great project; however, it was an over reach. He would like to see the project reduced by approximately 100 units. He would like to see the project stepped up along Monitor Drive and felt that would be an easy design change.

Speaker Crandall also felt it should be mandatory for the developer to install a bus stop on the property. He felt the applicant's statement that they made some changes was ludicrous because they opened up the Kearns side of the project and provided for six cars to park there. He suggested half of the cars access the site via Kearns Boulevard.

Speaker Crandall commented that people who have cars typically go out a couple of times per day. Two trips per day for 675 cars would amount to approximately 2,800 trips, which would be a lot of car movement.

Kristen Schulz spoke in favor of this development and focused on the way that affordable housing affects children. She stated that growing up in decent, affordable homes provided a very powerful effect on children, and studies drew a straight line between the quality, location, and affordability of housing and the child's ability to thrive. On the flip side, when families do not have access to quality affordable homes, it was linked to poor results for children. She noted particularly the parents who were stressed due to inadequate living conditions, were carried down to their children. They also know that families who are forced to move frequently to search for better affordable living situations also struggle. When parents pay too much for their

home, they often deplete financial resources that would otherwise be invested in their children's health, education, and futures.

Speaker Schulz reiterated that safe, stable affordable housing shows fewer health problems, improved school performance, less psychological stress, and more self-assured parents. She strongly believed that HOPA would help all families in town and she hoped the Commission would support this project.

Nancy Mejia [?] reported that she lives in Holiday Village and supported this project. As a single mother of two children, she stated it was stressful to find a good place to live. Her daughter just finished her second year of college, and when she was in high school, she could just walk to school. She stated it was very important for children to have a safe place to live. She understood there were a lot of changes, but people like her cannot afford to buy a house or move to another place. This speaker has lived in Park City for approximately 20 years and raised her children here. People like her really need projects like this.

Angela Moschetta heard a lot of emotional commentary on this project and noted that the comments on the design were subjective. She felt this was one of the most beautiful designs she has seen in Architect Elliott's portfolio. The project also feels good. Speaker Moschetta felt that some of the concerns about occupancy and cars were issues that should be smartly addressed through policy. If the applicant would not propose them, then she would look to the Planning Commission and ultimately City Council. She felt it was absolutely possible to prioritize people who do not have cars. Speaker Moschetta stated that Rory Murphy made some good points during the Homestake discussions, and it was important to him to ensure that parking was provided for those already living there. As part of this project, anyone who would be relocated who has a car would deserve to maintain his or her current lifestyle.

Speaker Moschetta offered that there were plenty of people who would be willing to work locally and not have a car. She felt one of the goals was to create more live/work opportunities and would encourage people to look at the reduced parking and the proliferation of e-bike users in Park City. She commented that other communities were prioritizing e-bikes as a mode of transportation, which would result in less money spent on traditional parking spaces and more on protected, locked, and covered e-bike storage. She felt that much of the discussion was stuck in a decade ago and no one was looking at examples that were working in small and large cities around the world.

Speaker Moschetta fully supported this project. She commented that Park City had multiple neighborhoods, and in between those neighborhoods, there were transitions. She felt it was a ridiculous notion in this community that has a housing crisis that people who live in transition areas want to talk about preserving things like views or meadows.

Hailee Hernandez advised that she works for the Christian Center of Park City and is the Basic Needs Assistant's Data Coordinator. She reported that in the last year, Summit County had over 40 homeless individuals, and the average stays of homeless were longer than three months. Some families were homeless, as well as elderly individuals and domestically abused women.

She noted that Peace House has transitional housing, but that lasts only two years. In two years, people are still on waiting lists for affordable housing. Speaker Hernandez stressed that this project would open up so many doors for people who work and live in Park City. These

people deserve to have a life that is happy and safe and has housing. She urged the Commission to consider approving this project.

John Greenfield talked about some of his travels and mentioned areas near Phoenix. He had heard of this project and noted that these apartments were not great and people were living in basements with children. He agreed these apartments needed to be redone. Speaker Greenfield noted there would be 14% less parking, improved transit infrastructure, and more bike parking. Car share would mean fewer cars on the road. The building would also be energy efficient and would improve the lives of families. This speaker noted the AMI of 45 – 50%, and as low as 25% AMI, which was unheard of. There would be no market-rate units and the project would be totally affordable. He also understood that residents would not be displaced during construction. He mentioned the 84 studio units, which were desperately needed, and noted the potential of prioritizing occupants without cars. Improved security and washers/dryers in the units would be a step up in dignity for the neighbors.

Speaker Greenfield stated that property values would not be affected by affordable housing, and studies confirm that fact. Better housing would increase property values. He stated the playgrounds would be safer and the volume would be below that allowed by Code. The nominal height increase of 8 feet and the increased Setback would be below Code. The fourth-floor amenities would really help create a community within that village and he felt it would transform lives. He felt that improving the ingress and egress made sense.

Speaker Greenfield pointed out that no one asked the Film Studio for a childcare requirement. This speaker expressed confusion about the comments regarding buses and damaging property but felt that the bus stops were closer than ¼ mile. The difference between the Film Studio penciling at 80% AMI and Mountainlands penciling at 45 – 55% AMI is that this would be a completely affordable housing project. The Film Studio was not completely affordable and has 60,000 square feet of commercial which serves as an annuity for anyone who owns that property. There would not be 675 cars parked because there would only be 200-something parking spaces.

Bonnie Park has been a resident of Park City since the late 1970s, and Holiday Village was her first home. She began Basin Recreation in her laundry room in 1996. Speaker Park stated that she has been known as a staunch opponent of the Dakota Pacific project at Kimball Junction. Through that exercise, she studied the value and the need for workforce and affordable housing in Summit County, particularly in Park City. She noted the traffic problems on S.R. 224 and S.R. 248. When she heard about the redevelopment of Holiday Village, she thought it was a great idea. She drives Monitor Drive twice daily and has not witnessed any traffic problems for those coming from Holiday Village onto Monitor Drive.

Speaker Park agreed with Commissioner Kenworthy's comment that this was a fabulous project on many levels. Like Architect Elliott, she tends to carry some of the weight of the community on her shoulders and she has worked with him on other projects. She offered that Architect Elliott has the community at heart and would do the best he could to make this the best project it could be.

Because she drives by this project every day, she could attest to the use of public transit and walkability. The bicycle racks are full. She felt that being bordered by commercial and institutional uses, there was no better place for this project. When she first heard of this project, she felt it would be great if they could increase the density to increase affordable housing.

Speaker Park stated this project was needed, and the City needs this type of housing for the benefit of the real people and the fabric of this community. She liked the creativity of the phasing plan to avoid displacing residents. Speaker Park offered that they should not underestimate the potential for in-home daycare provided by the residents themselves. In the past, she could not afford daycare and worked with other mothers to provide daycare amongst themselves.

Flor Ambario expressed support for this project. She felt that everyone could agree that Park City was heaven on earth; however, for some members of this community, it has not always felt that way. Her earliest memory of Holiday Village was when she was 7 years old and had to climb out of a window in the winter with two trash bags after her family was kicked out because they were not allowed to live there. Because her mother was single and was a young immigrant, her mother spent time couch surfing in Park City and was unable to take care of her for 7 years. The speaker stated that a similar transition happened when her younger sister was born, and their mother had to sleep in her car during the winter.

Speaker Ambario stressed that affordable housing was invaluable and important. Knowing that this property would be affordable for years to come, and hold people and families together was very important. Many of these families come from a trauma-based background, and to be able to live in a city that feels safe and surrounded by nature was very important and shows future generations there is an opportunity to grow.

Sophie Elliott stated she has lived in Park City since she was a little girl, and has been teaching in Park City for over 10 years. She has a background in early childhood development. She expressed support for this project. Speaker Elliott has spent a lot of time in this complex over the past 20 years. She mentioned Lisa and Shay Stickrod as one of the original residents of Holiday Village. She was blown away that anyone in the community would oppose this project. As far as childcare, she did not believe it made sense to focus on having in-house childcare available and felt it would not be the best utilization of the space. She felt the space should be focused on maximizing the number of people who could live there in a comfortable way.

Speaker Elliott felt the discussion about the road missed the point because that was not where the traffic was coming from. She questioned why they would try to cut vehicles for this demographic. Based on her years of driving in and out of this project, it was not an issue for traffic. With regard to the building heights, she also questioned those concerns. She noted that they have been blowing up the mountains and taking the trailheads to put in hotels. When it comes to the most marginalized people in Park City, some people now want to raise these concerns.

Speaker Elliott stated the traffic and the number of cars were not the problem. By putting a bus on site, they would take away space for apartments and open space. If they want the housecleaners, teachers, waiters, and ski patrollers who serve the community, she questioned why anyone would oppose this project. She understood that the current residents were all very excited about this project.

Diego Zegarra expressed support for this project and echoed the comments of others who support this project.

Megan McKenna advised that she is the Housing Advocate for the Housing Resources Center at Mountainlands Community Housing Trust. She supported the project and mentioned that she

attended the Wasatch Back Economic Summit, and the theme that kept coming up was housing, the workforce, and childcare. At the Housing Resource Center, they believe that housing solutions were childcare solutions, traffic solutions, workforce solutions, and climate solutions. Speaker McKenna stressed that this project highlighted all of those points. She commented that this was the prime location for density in the community. When she is asked to support projects, she weighs the community benefit versus the cost. She stated it was refreshing to support a project that she 100% supports.

Speaker McKenna actually pushed for more density and having the fourth floor. She thanked the Planning Department for providing a sign language interpreter for one of the residents at Holiday Village.

Jeff Ladd reported that he is a resident of Park Meadows. He appreciated the Commission's concern for safety and traffic flow. He also appreciated the developer's responsiveness to the concerns expressed by the Commissioners and the community. This speaker commutes to work every day on Monitor Drive and has not waited for more than one light cycle. This project was such an incredible community need and felt that if he was put out even slightly by this project, it was worth it. Sometimes other community members need to step up to create the type of community they all want to live in.

Andre Dumas expressed support for this project. He stated that affordable housing would not negatively impact property values. With respect to the absence of safe courtyards along Kearns Boulevard, he mentioned Treasure Mountain. He commented that the applicant was not hitting the maximum capacity, and did not request any exceptions. With regards to the AMI, people in Park City have to make at least \$220,000 per year to afford a house. He suggested entering the project from Monitor Drive and exiting onto Kearns Boulevard.

Ed Parigian could not connect via Zoom.

Angelica Espinoza stated she is a long-time member of Park City. She supported the redevelopment project, and she felt that promoting affordable housing would achieve several outcomes such as allowing people to live closer to their workplace, reducing commute times, and improving work/life balance. Speaker Espinoza also felt it would create a more equitable and inclusive community. She was a resident of Holiday Village for over 10 years and felt it was a needed housing development. She asked the Commission to support the HOPA project and pay it forward in strengthening the community as a whole and improving the quality of life for everyone in the city.

Sue Banerjee supported the project. She is the Executive Director of PC Tots and employs 25 people in Park City. Only three of their teachers live in Park City and Summit County, and the others commute from the valley or neighboring counties. She felt it would be helpful for the workforce to have housing so they would not need to commute and add to traffic. Speaker Banerjee did not want the perfect to be the enemy of the good and felt there was no place where everyone would support the project. She felt this was a good thing for the workforce. Housing, childcare, and transportation are all issues that go hand in hand and affect the community.

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

After a short recess, Chair Suesser asked applicant Levine if he wanted to respond to any of the public comments. Applicant Levine stated he had no comments on the public input.

Chair Suesser would like to see the plans for the bus pull out for both sides of the street on Monitor Drive. She felt it was important and should be incorporated into this project. She felt it would encourage bus ridership. She expressed disappointment that the applicant had not entered into an agreement with the commercial businesses on Kearns Boulevard regarding overflow parking. She felt that if they had overflow parking available during construction, she could not see why it could not be made available in the event it would be needed in the future.

Chair Suesser wanted to know the location of the four bus stops nearby. Architect Elliott stated there were two stops on Monitor Drive and two on Kearns Boulevard on the same side of the street as the project. With respect to the driveway that comes in off Kearns Boulevard, Architect Elliott advised that the driveway goes into the parking structure for the Kensington Investments property. Chair Suesser echoed the prior comments about having a second access off or onto Kearns Boulevard to help alleviate the traffic on Monitor Drive.

Chair Suesser asked if the City bike-share program would be incorporated near this project.

Commissioner Van Dine followed Chair Suesser's comments regarding the entrance on Kearns Boulevard and agreed with Commissioner Johnson's suggestion of having an access way that could be used in the future. She wondered about the Utah Department of Transportation's ("UDOT") requirements for ingress and egress to the project via Kearns Boulevard and imagined that UDOT would not allow left turns out of the project.

Based on her experience, Commissioner Van Dine stated that there was not a traffic issue on Monitor Drive. She felt that many cars stayed at the project.

Commissioner Hall assumed about the parking in the Frontage Protection Zone along Kearns Boulevard during construction. Assistant Director Ward stated that during the first phase of construction, that parking would be used. She noted that the question in the Staff Report was whether the Commission found a basis in the record for requiring the additional 20 parking spaces. She explained that if those spaces were required, they complied with the Frontage Protection Zone.

Commissioner Hall stated that considering there was an existing parking lot, that would support not requiring a Conditional Use Permit as an exception per the LMC for a minor improvement. She was agreeable with more use of the Frontage Protection Zone, because there were structures within the 100 feet adjacent to it, and it was currently a parking lot. She would support a community garden as suggested by Commissioner Johnson during the last meeting. Assuming the bullet points for the Sustainability measures and Significant Vegetation were incorporated as Conditions of Approval, she was satisfied with those two components.

Commissioner Hall felt a reduction in parking was warranted based on the Staff Report, the Traffic Study, and the Parking Plan. She felt the applicant could have been more aggressive in terms of requesting a parking reduction based on the number of bike stalls, the car share and motorcycle parking, use of transit and paratransit, the demographic, and the focus on prioritizing non-car occupants. She felt the parking reduction met LMC criteria. She would like more information from the City Engineer on the access off Kearns Boulevard. Commissioner Hall

liked Commissioner Johnson's suggestion and noted that most would likely prefer to use the Monitor Drive exit.

Commissioner Hall asked about a bus pull-out along Monitor Drive. Architect Elliott stated that they were not currently showing a bus pull out, but was showing a place for the installation of an improved bus shelter. They pulled the sidewalk back from the edge of the street to make it safer along that edge. He added that they have had preliminary discussions with Transit and Public Works, and the City had not moved forward with pullouts. Assistant Director Ward confirmed there was a follow-up meeting on this issue. Commissioner Hall suggested putting the bus stop in front of Building E as there was potentially more space in that location. Commissioner Hall asked about the height of The Mark. She would like to see a designated child or community room that was geared towards children as an alternative to having an onsite childcare provider.

Commissioner Frontero thought through his comments on childcare and asked the applicant to provide the closest 4 – 5 childcare providers. He would like to solve it on-site but understood the complications in doing so. He wanted to understand what facilities would be close by. He was agreeable with reduced parking and felt the mitigations provided supported the reduction. Aside from the current residents, he understood that there would be a priority for those who do not own a car.

Commissioner Frontero felt the Sustainability was terrific if it were completed and part of the Conditions of Approval. He sought clarification on the Energy Use Intensity and the goal of 25 for these units. Architect Elliott stated he would confer with the mechanical group regarding that specific requirement. He noted that the buildings they design always come in under the requirements. Architect Elliott stated the submittal requires the project to meet Energy Star and all of the underlying Code requirements, and they almost always surpass them.

Commissioner Frontero understood it would not be a burden to Condition this project to be all-electric buildings, since the applicant was already implementing that.

Commissioner Kenworthy liked to look at these projects from both the LMC, but also the return on investment for the community. He felt the financial component was one of the easiest things to compare. He focused on the quality of life and felt that the quality of life in this project had the potential to be wonderful. He liked the discussion regarding the parking mitigations, but he could not yet comment on the additional 20 parking spaces because the occupancy was still fuzzy. He noted on Homestake, the issue of occupancy was fuzzy until the last day.

Commissioner Kenworthy urged the applicant to be honest about occupancy and questioned whether the LMC provided the Planning Commission the authority to Condition the project. He stressed that these were issues they had to address transparently and wanted to know if the mitigations were for occupancy of 400 or 800.

Commissioner Kenworthy stated that based on the mitigation and the occupancy presented, he would not need the extra 20 spaces. He wanted them to be more transparent with the holistic picture. The other mitigations that are not in the LMC, such as Richardson Flat or what could be coming at Iron Horse, he felt a community parking lot could solve a lot of different problems. The community solutions could affect so many developments, and he would like to be aware of the temperature of the City Council for these types of solutions that could serve the City well.

With regard to in-home daycare, Commissioner Kenworthy felt that a community space would be critical. There would likely be a substantial number of children and a substantial number of adults who could spend some time watching not only their children but others as well. He referenced the comments about sharing childcare within the community. He felt there was plenty of space to have a roomful of toys and an area where children could be supervised.

Commissioner Kenworthy suggested they work together as a community and figure this out. He stated he would not give up on trying to figure out a way to help with daycare when they would be adding substantial numbers to the community. With the other projects, they would be a community of 8,500 people, which would be a substantial primary resident mover. He commented that three projects would result in a 25% increase in primary residents. He asked if City Council had those discussions with the public, and stressed they would have 7 -10 projects coming before them that would pencil. These projects must go side by side with transportation.

Commissioner Kenworthy agreed with looking at an entrance/exit on Kearns Boulevard. He referenced the discussions with Commissioner Sigg from six months ago that they wanted to make sure that the Traffic Studies had a baseline. He wanted to see this applicant address those baselines.

City Engineer, John Robertson stated they received the draft of the Traffic Study Guidelines and would bring it to the Planning Commission at the end of June. He noted they would be discussing Transportation on this project during that meeting. He stated that they had given the applicant the counts they proposed to use as a standard, and he understood that their proposal would be consistent with what Staff would present on June 28th. Commissioner Kenworthy requested to see that information before he leaves.

Commissioner Kenworthy expressed his belief that Architect Elliott gets the importance of this project, and it shows. He felt this project would be tremendous and where they can be more sensitive to the neighbors, they should be. He wanted to see the real occupancy numbers from a legal standpoint and then see what they could do with Conditions of Approval.

Chair Suesser agreed that she would like an understanding regarding the occupancy and how it compared with occupancy projections in a resort town in a multi-family unit development. She wanted to make sure the data would apply to Park City, its seasonal workers, and winter resort living.

In response to an inquiry regarding Traffic discussions, Assistant Director Ward advised that the Traffic Study was included as an exhibit as part of the April 26th packet. In the preparation of that Traffic Study, they did work to obtain the baseline numbers. She added that the City hired a third-party consultant to review the Traffic Study and provide input during the June 28th public hearing. She commented that Hales Engineering prepared the Traffic Study, but she was unaware of the third-party consultant. It was noted that the City for the third party review hired WCG.

Given the volume of people added to this development, Chair Suesser kept looking at the corner of Kearns Boulevard and wondered whether they would need improved pedestrian crossings or potentially a tunnel at that location to connect to Prospector. She hears frequently that buses stopping in the street cause a lot of congestion, and this project would be a prime location where a pull-out would be appropriate. Architect Elliott reiterated that they showed it initially, but had not yet heard back from the City.

Commissioner Sigg commented that this was a project that everyone has become used to being there, and he applauded the applicant for their responsiveness and collaboration to address the concerns expressed by the Commission. He referenced the applicant's willingness to address some of the issues such as occupancy, and the potential for a second layout for the garage. With regards to the Frontage Protection Zone, he liked backing things off of Kearns Boulevard, but he was not opposed to parking or other utility in that area.

Commissioner Sigg observed that many times they were in a situation where they are compromising and horse-trading things that they do not want to give for things that they need to get. He felt this was a rare example where they were not being forced into a position to do that. He stressed that this project was 100% what the community needed and the applicant has done a good job in creating green space through the subterranean parking. He also felt the bio-swale feature was a fantastic idea. There was a sense of place and gathering. Commissioner Sigg felt that access onto Kearns Boulevard by a right turn would help people get out of the project in the morning. He asked the applicant if they obtained approval from the Fire Marshal on the plan. Architect Elliott reported that they met with the Fire District 2 – 3 times, which helped to shape this version of the plan. He explained that by reducing the height, they would not need the drive lanes around the buildings.

Commissioner Sigg observed that they were in a position of some degree of comfort because they are not horse-trading for something that they do not ideologically believe in, such as Nightly Rentals. He expressed that he could stand behind this project, and described it as a “feel good” project. Commissioner Sigg highlighted that this project was in a transitional zone and made sense in terms of walkability and reduction in parking. He also liked the fact there were no parking lots and felt that they would not see the impacts of the cars. He felt the buildings were providing a need and would improve the green space through that area.

Commissioner Johnson echoed many of the prior comments and asked to see more bike parking or more equitable bike parking between buildings. He noted Buildings A and D only had 8, whereas Buildings F and G had 30 spaces. He felt that the bike parking would help them with the parking reduction. He reiterated his suggestion of a community garden. Commissioner Johnson felt the project was moving along nicely.

Chair Suesser stated she would not oppose a reduction in the height of Buildings B and E, and an increase in height for Building F. She felt that could appease public concerns. Commissioner Hall felt they could add density to Building F without making it higher because they were already providing more than the required open space per the LMC.

MOTION: Commissioner Hall moved to CONTINUE the public hearing on 2200 Monitor Drive to June 28, 2023. Commissioner Kenworthy seconded the motion.

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

- B. Land Management Code Amendments – Lot Combinations – The Planning Commission will Review Pending Ordinance on Lot Combinations for Residential Development in the Historic Residential-1, Historic Residential-2, Historic Residential Low-Density, and Historic Residential Medium Zoning Districts.**

There was discussion regarding continuing the next item to a date uncertain. Commissioner Van Dine moved to continue to a date uncertain.

Assistant Director Ward introduced Senior Historic Preservation Planner, Caitlyn Tubbs and City Planner, Olivia Cvetko. She advised that for this meeting, they would provide the Commission with a background on what was in the Code, what modifications were made, what was in the General Plan, and what was issued for the Pending Ordinance.

Assistant Director Ward explained that they issued a Pending Ordinance on May 10, 2023, that established a Maximum Lot Size for residential development in the Historic Residential Zoning Districts. The Maximum Lot Size for a Single-Family Dwelling was two Old Town Lots, with an exception for Historic Sites. There were also minimums in those zones that allow for Duplexes and Triplexes. She stated that applications submitted before May 10th were subject to the current Code. Applications submitted during the Pending Ordinance would be subject to the two-Lot Maximum for a Single Family Dwelling.

When this item was first presented to the Historic Preservation Board ("HPB") in a Work Session, there was a lot of community interest in these amendments. There have been some meetings with stakeholders, community members, and property owners, and some of the initial input was to consider criteria for compatible infill that would reflect modern living, mitigating impacts like increased vehicles in neighborhoods, parking, and snow shedding.

Additionally, the input included addressing existing Master Planned Developments and Subdivisions, and the resulting Non-Conforming status of Lots previously combined. Additionally, there was discussion of taking into consideration construction impacts and staging and allowing for flexibility for unusual Lot configurations and Rights-of-Way.

Assistant Director Ward explained that in the 1990 Code, there was a Floor Area Ratio established, and in 1995 the Floor Area Ratio was revised. At that time, some of the impacts they were looking to mitigate included encouraging the construction of structures that were in keeping with the historic scale of other structures within the district and providing disincentives for structures that are out of scale.

With regard to the Floor Area Ratio, there were concerns about design limitations that could lead to prominent garages along the street front, snow-shedding issues between properties, height, parking, and construction impacts. She stated there was a two-year period where the Historic District Commission and Planning Commission worked through revisions to the Code and refined the Floor Area Ratio. In 1995, revisions were enacted that led to the current Code, which established a Maximum Building Footprint formula that is applied to the square footage of the Lot.

Assistant Director Ward explained that as the Lot size increases, the Maximum Building Footprint decreases as shown in the table presented to the Commission. She expressed that the LMC provided examples of Maximum Building Footprint for a combination of various Lot sizes. The table presented showed examples of Lot Width, Lot Area Square Footage, and Maximum Building Footprint. There is a current cap of not exceeding 18,750 square feet. She explained that in the Historic Residential Zones, the Code does not just allow residential uses, and some outlier properties for municipal facilities would be on larger Lots.

Planner Tubbs stated that historically, the development pattern in Old Town was much smaller homes on much smaller lots than they typically see in new construction areas. When miners came into Park City, they would come into work, and work quickly. As a result, homes were constructed quickly and often would just sit on the dirt or stack stone foundations. They were typically only one or two rooms. That is not the prevailing building pattern they see today.

The LMC and the Design Guidelines for Historic Districts and Historic Sites look to preserve that development pattern and encourage buildings of a much smaller scale and massing than the typical infill construction they see in other parts of the City. Planner Tubbs stated the first standards listed in the Design Guidelines for Historic Districts and within the Universal Guidelines have to do with mass, scale, and prevailing development patterns along the streetscape.

Additionally, in the General Plan adopted in 2014, Planner Tubbs advised that it encouraged the preservation of mass and scaling in these neighborhoods, as well as basing the development patterns of infill construction on the historic development patterns. Both goals and objectives were outlined in the General Plan and were intended to preserve this historic development pattern.

Planner Tubbs noted that the Community Planning Strategy encourages the City to consider Maximum Lot Sizes in Old Town to support the development of new structures of a comparable and compatible mass and scale.

Planner Tubbs explained that through the Sanborn Maps, from 1889 through 2012 they started with narrow Lots whose depth extended three times the width. These resulted in the standard Park City Lot of 25' x 75'. As time went on, lots and parcels under the same ownership were allowed to be combined and homes would often encroach or straddle property lines if the two Lots were held in common ownership.

Planner Cvetko explained that they looked at Summit County Parcel Data to look at what existed on the ground today. When they pulled all of the Historic and Landmark residential parcels in each of the zones, the average parcel size across all districts was approximately 2.36 Old Town Lots.

The non-Historic designated Lots located in the Historic Districts decreased to an overall average of 2.23 Old Town Lots. Assistant Director Ward reported that when this went before the HPB, there were community members who attended the City Council meeting the following evening to provide input. The City Council directed Staff to look for opportunities for incentives or some other way to require an affordable Accessory Apartment when Lot Combinations exceeded a certain size. For example, they could potentially allow for a three-Lot Combination, if there was some sort of deed-restricted affordable unit required as part of that approval. She explained that Staff requested input on any additional information that would be helpful for the Commission in the evaluation of Lot Combinations, the issues the Commission was looking to address through these amendments and additional considerations the Commission would like to discuss in future meetings.

Assistant Director Ward advised that this item was scheduled for a public hearing this evening. Another public hearing was scheduled for July 12th, and a third public hearing was scheduled for August 23, 2023.

Chair Suesser opened the public hearing.

Angela Moschetta stated that she was not sure that anyone appeared before the Planning Commission or City Council specifically to oppose Lot Combinations and Plat Amendments as consistently as she has. She wondered who the community members and stakeholders identified in the Staff Report as having been consulted in support of the proposed ordinance. She offered that surely, no one was consulted who had the necessary understanding of effective Zoning and Land Use Policy, as it fails locally and worked elsewhere. She noted that this Commission recently demanded to prioritize Lot Combination LMC Amendments. She was disappointed that the entire foundation provided for the Commission's discussion was inadequate, outdated, and devoid of high-level policy thinking.

Speaker Moschetta referenced Goal 15 in the Park City General Plan which was to "preserve the integrity, mass, scale, compatibility, and historic fabric of the nationally and locally designated historic resources and districts for future generations." She added that the General Plan stated "While the uses within these districts may evolve, the built-in environment of the local Historic Districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale, and historic fabric of the Mining Boom Era."

Speaker Moschetta stated that discussion of character was both dangerous and subjective, and would also miss the mark, starting with the failures of the HPB and Code. She stated that one only needed to walk on Deer Valley Drive to witness the abominations classified as historic preservation. Historic preservation is this community's euphemism for gentrification. To understand the impacts of gentrification, she stated that one only needed to walk Historic Residential Districts 1, 2, and Low. She commented that historic façades now front McMansions, infill development was gargantuan, and on top of neighbors, causing snow shed issues.

Speaker Moschetta added that few residents live year-round, and neither current nor future Park City generations without the benefit of generational wealth could even dream of affording life in Old Town the way Mining Boom Era laborers once did. She commented that every awarded Lot Combination and Plat Amendment was immediately followed by a development application or "for sale" listing. Lot Combinations promoted luxury development; they do not support the historical character, nature, or lifestyle of the Mining Era. She stated that the character of this community and others like it had been eroded because of real estate speculation as people of means decided to make real estate their wealth accumulation strategy.

The character of the Mining Boom Era that they ought to protect in Old Town was not limited to porches, gables, paint colors, and building size; rather, it should include a way of life where people walked to work, and their friends, their mail, the bar, and the corner grocer. Speaker Moschetta observed that the Staff Report cited the Floor Area Ratio Ordinance created in 1990, and amended in 1995, almost 40 years ago. On account of parasitic real estate practices, including Nightly Rentals, Timeshares, and Fractional Ownership, as well as ski resort consolidation, past programs, inflation, and a pandemic, there was an undeniable housing crisis of epic proportions.

She stated that the last version of the General Plan perhaps could not have foreseen some of these forces, but they could see them now. She wondered why anyone would think the Land Use Regulations do not need to be entirely overhauled in Old Town. She stressed that Floor

Area Ratio limits were not enough; they needed to cap overall square footage and promote more small development on smaller lots.

Speaker Moschetta referenced page 4 of the Staff Report that “current Land Use Regulations encourage Lot Combinations to reduce overall density in the Historic Residential 1, 2 and Low Districts.” She noted that in July 2006, the City Council adopted an ordinance to encourage Lot Combinations and to mitigate infill development on larger Lots. She stated the housing crisis was the product of a supply and demand problem in that demand for rich people’s income-generating housing far exceeds the workforce’s supply. They would not build their way out of the affordable housing crisis with taxpayer funds or public/private partnerships, nor would they Band-Aid a lack of childcare with a \$2 million investment, nor would they support a declining middle class with subsidies.

Speaker Moschetta posited that everyone was into Band-Aid solutions through which the very people and industries driving Park City’s problems get to offer false, tax-deductible solutions while their lifestyles and values keep perpetuating the problems to their own benefit. She suggested that the solution was a big, bold policy change. They should not allow a property owner to combine two lots, demolish a house and only replace it with one. Lot Combinations were antithetical to the community values; they need to upzone and promote density by way of Accessory Dwelling Units (“ADUs”), multi-family, and Lot Subdivisions. They need to use existing housing stock and residential Lots to shift the balance between supply and demand. If they could dramatically increase supply by reducing the likelihood of parasitic real estate practices, then they could change the economics of Old Town in a few years. Prices would not decline, but they would stabilize, and it would bolster a relative middle class.

She added that stricter licensing requirements for Nightly Rentals would organically return some properties to the year-round rental market, and then they could focus the affordable housing on the 84060 working class. Where Staff proposed that the “Pending Ordinance establishes a baseline for the Planning Commission discussions,” Speaker Moschetta opined that the baseline was not even drawn in the ballpark. She urged those on the Commission and on Staff who truly care about Park City as a complete community to do better and stop propping up decades-old planning concepts that eroded this town and stop recycling policy that does not work. She asked the Commission and Staff to use their vision and position to introduce bold policy change that might make a long-term difference, not merely address a singular need inside a vacuum.

Speaker Moschetta also requested the Commission demand a moratorium on all development in Park City. The Planning Commission remains overwhelmed, and the Planning Department was without a Director. Taxpayers were owed the most efficient service of the Code consultant hired by the City, and they must push pause on new applications.

Ed Parigian was unable to connect. Chair Suesser stated they would take his comments at the next public hearing on Lot Combinations.

There was no further public comment. Chair Suesser closed the public hearing for this meeting with the understanding that it would be continued to July 12, 2023.

Commissioner Sigg asked how the zones were established for this review, and noted that he could think of an instance that was not in any of these zones where someone was trying to go the opposite direction. He mentions the Recreation Commercial (“RC”) zone that has very

similar characteristics, but they happen to be in a different zone. He noted that many of these properties were smaller and would not lend themselves to a multi-family situation. He asked if this should be expanded into other zones where they have similar characteristics of housing, and he expressed concern that they were leaving out some areas.

Commissioner Hall liked the idea of the affordable ADU and would support a further discussion on creative options as to how they could make that work. She would also request no Nightly Rental use of the primary dwelling. With regard to existing unusual lot configurations, Commissioner Hall stated that she was concerned with placing a maximum and suggested having an exception for not creating remnant parcels. She noted they have had a number of unusual Lots come before the Commission.

Commissioner Frontero struggled with the wording “encouraging Lot Combinations.” When they look at Plat Amendments, Staff invariably insets that wording as part of good cause, and he believed that wording was an error and should be immediately removed. He noted there was no other language in the LMC that encouraged Lot Combinations. The Historic District Design Review (“HDDR”) does not encourage Lot Combinations, and in fact, it states the opposite when it states to keep the scale and mass of Old Town. He expressed that Goal 15 of the General Plan, as pointed out by Speaker Moschetta, was the opposite of encouraging Lot Combinations; rather, it encouraged single 25’ x 75’ lots.

Chair Suesser agreed with Commissioner Frontero’s comments and suggestion, and requested Staff to address the language in LMC Section 15-2.2-1(D), which includes “encourages Single-Family development on combinations of 25’ x 75’ Historic Lots.” She stated the Commission had struggled with that language multiple times and requested suggestions on either removing it or clarifying it so that it would be consistent with the Design Guidelines in Section 15-13-8. She felt that it was clear that Section 15-13-8 and the General Plan were what was intended with respect to Historic Lot Combinations. Chair Suesser did not agree that the current Code encouraged Historic Lot Combinations.

Chair Suesser felt it was important that they maintain flexibility with regard to Lot Line adjustments that had not been platted, or where homes were built over Lot lines. She was not opposed to combining two Historic Lots and felt that was part of the pattern and grid of Old Town at this point; however, beyond two Lot Combinations, they get out of the scale and character of the Historic District. She disagreed that they should consider allowing Lot Combinations so that a Single-Family home could be built over three Historic Lots as long as it included an ADU.

Commissioner Kenworthy agreed and felt the question was one of scale within the Historic District. He expressed that this area of Park City is the City’s economic driver, and makes the City different from everyone else. He felt there was no way that a scale of over 50’ worked for him. He noted the Report that stated the Code encouraged Lot Combinations to reduce overall density, and he did not agree. He noted on his street there were 10,000 square foot houses on three Lots. They were not taking away landowner’s rights; rather they would be maintaining the history of Park City that is so valuable.

Commissioner Kenworthy stated that everywhere else in town they could build on big lots, so why throw the scale of Old Town off. He wanted to do everything they could do to protect the scale of Old Town and did not believe the goal was to reduce overall density. He referenced Speaker Moschetta’s suggestion of a moratorium and recalled a year ago they unanimously felt

the City should have taken a six-month break. He would seriously consider that especially given what they were seeing with their Code and the precedents they were set with these new projects.

Commissioner Johnson agreed with many of the comments. He asked that when this item comes back that they also address the Steep Slope and Excavation because he felt the site disturbance on Historic Lots related to Lot Combinations might be relevant to take into account. He asked if they could move LMC Amendments to the front of the agenda. Assistant Director Ward explained that the consensus among the Commission last fall was to put the LMC Amendments at the end of the agendas. If the Commission would like that changed moving forward, they could evaluate that.

Chair Suesser noted that tonight's Agenda went much longer than anticipated.

Assistant Director Ward summarized that there appeared to be consensus for a two-Lot maximum Lot Combination with exceptions for the outlier properties. There was also an interest in exploring the RC Zone for Single-Family Dwellings on the perimeter of the Historic Residential Zones. As there was a split on potential incentives for ADUs that would be deed-restricted and affordable, Assistant Director Ward stated they could provide more information at the July 12th discussion.

Staff would also clarify and update the Purpose sections of the Code. She noted that in some communities, Minimum Lot Sizes were required for development on Steep Slopes, and she suggested there could possibly be an exception for properties on Steep Slopes. They could look at the overlap between Lot Combinations and Steep Slopes criteria.

Commissioner Johnson noted there was still shoring being done on non-Steep Slopes in Historic Residential-1. He would like to address site disturbance in general, whether or not it involved a Steep Slope.

Chair Suesser agreed given that Steep Slopes have to have a 50' horizontal impact. Assistant Director Ward stated they could have those clarifications with regard to the Sensitive Land Overlay and Steep Slope regulations, as well as the Historic Residential Steep Slope Conditional Use Permit criteria.

Commissioner Hall stated she would support the Planning Commission having the final say on Plat Amendments or Boundary Adjustments, or have them moved to Administrative review. If they were going to limit what an applicant could do, she would be in favor of having the Commission be the final decision-maker or having it be Administrative.

Commissioner Hall noted they were significantly decreasing the allowable Maximum Lot size. City Attorney Harrington observed that some Commissioners had a very clear policy goal with regard to the one sentence, and Staff could provide further history. He did not believe that sentence was a mistake and they could provide examples of the reasoning behind the language. Staff's intent was to provide the history; they were not advocating retaining that language.

City Attorney Harrington noted this was a small step towards increased density, which is why it would not present a takings challenge. Staff needs to understand what the Commission wants to encourage, they need to spend some time collectively on what problem they would solve with

these amendments. If it was consistent with the streetscape, that would be very different than what was being advocated in terms of out-of-the-box solutions for affordable housing and increased density.

Chair Suesser advocated for better streetscapes. City Attorney Harrington stated they did not want any unintended consequences, and he mentioned subdivisions in Old Town that were not 25' x 75' Lots and would not comport with these new maximums. The Commission would have to be very deliberate as to whether it wants to open the door for these owners to re-subdivide within the new Subdivision Standards.

City Attorney Harrington stated that conversely if the Commission stated that they did not care about the historic build-out pattern and looked at it as an affordable housing policy, Staff must know that because it would present a different exercise. If the Commission wanted Staff to come back with options to add density to Old Town, that would be a different exercise. He stressed that they needed to be clear on what they want Staff to do, and stated that Staff would be happy to provide the requested information.

Chair Suesser agreed that given the value of the Lots in Old Town, as much as she liked the idea of trying to provide more density and more affordability, she felt it would be cost-prohibitive.

City Attorney Harrington stated it was not fair for Staff to be criticized when the Commission directed them one way, and the public expected something different.

Commissioner Sigg offered that the concept of less density conflicted with the historic nature and tried to keep the preservation of Old Town. He felt it was a philosophical question of whether they wanted fewer people or smaller houses that might have more people. The Commission should get its arms around that before anything else because they were conflicting ideas.

Commissioner Hall stated the streetscape was important for her, and having a more densely populated Old Town with more consistent streets was desirable. She also liked the affordable housing component because even if they go to 25' x 75' she did not think that someone would build an affordable Single-Family Dwelling or Duplex on any new Lot. If they were to encourage affordable housing, Lot Combinations would be a way to introduce them to Old Town. Chair Suesser asked if Commissioner Hall would be concerned about the streetscape, and Commissioner Hall responded that would be the topic of discussion as part of the application.

Commissioner Hall proposed that the strict parameters be made conditional and for things such as unusual Lot sizes or affordable housing, they could have a real discussion.

Commissioner Kenworthy asked the Commission if they were concerned with the streetscape and scale, and there was consensus. He was open to hearing about new tools, and he agreed that they did not want less density by combining 10 Lots. In order to protect the magic of Old Town, he felt it all started with the streetscape and not having 10,000 square-foot homes.

Commissioner Sigg stated that reducing scale potentially mitigates the State's indication that every house on the street could be a Timeshare. This was part of Chair Suesser's concern with what someone could do with more than two Lots.

Commissioner Kenworthy stated they do not want these fractional homes taking over; rather, they want to protect the streetscapes.

Commissioner Frontero asked about the moratorium. Assistant Director Ward stated that was not part of the discussion on Lot Combinations.

MOTION: Commissioner Hall moved to CONTINUE Land Management Code Amendments – Lot Combinations – to July 12, 2023. Commissioner Frontero seconded the motion.

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

7. 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, Sensitive Land Overlay, and Master Planned Development Reviews. PL-23-05657.**

This item was continued to a date uncertain.

8. ADJOURN

MOTION: Commissioner Kenworthy moved to adjourn.

The meeting adjourned at approximately 10:17 p.m.

Planning Commission Staff Report



Subject: 729 Rossie Hill Drive Nightly Rental CUP
Application: PL-23-05604
Author: Olivia Cvetko, Planner I
Date: June 14, 2023
Type of Item: Conditional Use Permit – Nightly Rental

Recommendation

(I) Open a public hearing, and (II) continue to June 28, 2023.

Description

Applicant: William Hludzinski

Location: 729 Rossie Hill Drive

Zoning District: Historic Residential Low - Density

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

Planning Commission Staff Report



Subject: 755 Rossie Hill Drive Nightly Rental CUP
Application: PL-23-05605
Author: Olivia Cvetko, Planner I
Date: June 14, 2023
Type of Item: Conditional Use Permit – Nightly Rental

Recommendation

(I) Open a public hearing, and (II) continue to June 28, 2023.

Description

Applicant: William Hludzinski

Location: 755 Rossie Hill Drive

Zoning District: Historic Residential Low - Density

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

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

Planning Commission Staff Report



Subject: 3267 West Deer Hollow Road
Application: PL-23-05597
Author: Virgil Lund, Planner I
Date: June 14, 2023
Type of Item: Founders Place Phase II Condominium Plat

Recommendation

(I) Review the Founders Place Condominiums - Phase II Plat; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on July 6, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Exhibit A).

Description

Applicant: Bill Fiveash with Deer Crest Associates I, LC

Location: 3267 West Deer Hollow Road

Zoning District: Recreation Commercial within a Master Planned Development

Adjacent Land Uses: Residential; Deer Valley Resort

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

CUP Conditional Use Permit
MPD Master Planned Development
RC Recreation Commercial

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

Summary

The Applicant proposes constructing Phase II of the Founders Place Condominiums. Phase II of the Founders Place Condominiums includes the construction of Building #3 with 19 market-rate residential units and one affordable housing unit.

Background

Please see the Master Planned Development and Conditional Use Permit [Staff Report](#)

¹ LMC [§ 15-7.1-3\(C\)](#)

outlining the project background. The Founders Place Phase II Project is subject to the Master Planned Development Modification and Multi-Unit Dwelling Conditional Use Permit that was approved by the Planning Commission on January 12, 2022 (Final Action Letter, Exhibit E). Founders Place is also subject to the 1995 Telemark Settlement Agreement between Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation, as amended, and the Wasatch County Density Determinations, as amended. See Exhibits B and C.

Analysis

(I) The Founders Place Condominium Phase II Plat complies with the Recreation Commercial Zoning District requirements.

3267 West Deer Hollow Road is in the Recreation Commercial Zoning District. The purposes of the Recreation Commercial Zoning District include:

- allow for resort-related transient housing with appropriate supporting commercial and service activities,
- 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,
- limit new Development on visible hillsides and sensitive view Areas,
- provide opportunities for variation in architectural design and housing types,
- promote pedestrian connections within Developments and to adjacent Areas,
- minimize architectural impacts of the automobile,
- promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs²

Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.³ A Modification to a Master Planned Development and a Conditional Use Permit were approved by the Planning Commission on January 12, 2022. See Exhibit E for the Final Action Letter.

Lot and Sites within the Recreation Commercial Zoning District must meet the following requirements:⁴

Requirement	Analysis of Proposal
Floor Area Ratio is 1.0, not including underground Parking Structures	For the entire Founders Place project, the Applicant has been approved for 78 Residential Units, totaling 199,200 square feet, and six Affordable Units.

² LMC [§ 15-2.16-1](#)

³ LMC [§ 15-2.16-2\(B\)\(1\)](#)

⁴ LMC [§ 15-2.16-3](#)

	The Phase 1 Founders Place Condominium Plat included 32 residential units and four affordable units in Buildings 1 and 2. The Applicant proposes 19 residential units with one affordable unit for the Phase II Founders Place Condo Plat. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.⁵
Front Setback – 20 feet	Complies In addition to the 20-foot Front Setback required by the Zoning District, ¶ 4 of the First Amended Density Determination requires a 40-foot Setback from the Deer Hollow Road centerline. See image below showing compliance.
Rear Setback – 10 feet	Complies ¶ 4 of the First Amended Density Determination requires a 25-foot Rear Setback. See image below showing compliance with the 25-foot Rear Setback.

⁵ LMC [§ 15-6-8](#)

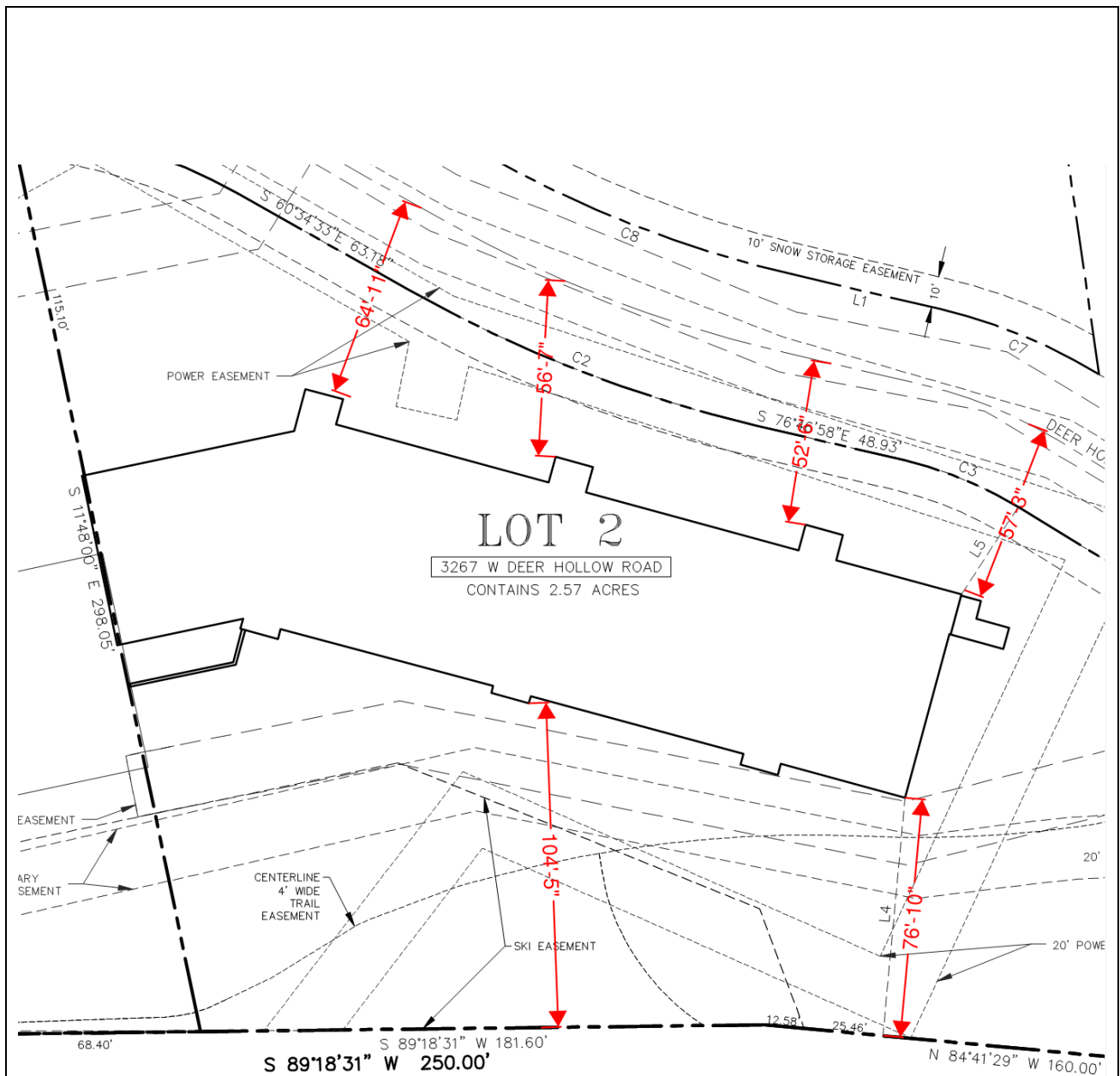


Image 1: Front and Rear Setback Compliance

Side Setback – 10 feet

Complies

There will be a common wall between Lots 1 and 2. LMC [§ 15-2.16-3](#) states that a Side Setback 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.

Condominium Condition of Approval 17 from the

	Founders Place Subdivision and Phase I Plat required the Applicant to submit a Party Wall Agreement prior to submitting a condominium mylar for Phase II. The Applicant has submitted a Party Wall Agreement for the common wall between Lots 1 and 2 (Exhibit D).
Snow Release	Condition of Approval 7 The Site Plans and Building design for Phase II must resolve snow release issues to the satisfaction of the Chief Building Official prior to issuance of a building permit.
Open Space requirements are established in the Master Planned Development review	Complies Please see the Master Planned Development and Conditional Use Permit Staff Report outlining compliance with the Founders Place Project Open Space requirements. Phase II of the Founders Place project complies with the Open Space requirements that were established in the Modification to the MPD and Conditional Use Permit. MPDs must contain a minimum of 60% Open Space.⁶ The Parcel for the Founders Place Project is 1,337,292 square feet. Total square footage for Founders Place including building footprint and driveways is 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 72%.

(II) The Founders Place Condominium Phase II Plat complies with the requirements of the approved Housing Mitigation Plan, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.

Founders Place Phase II includes the following:

19 Market Rate Units totaling 48,088 square feet. One affordable unit is required to be constructed within Founders Place Phase II, and one is proposed.

The following Conditions of Approval are required for each phase of the project, as outlined in the approved Housing Mitigation Plan.

⁶ LMC [§ 15-6-5\(D\)](#)

Condition of Approval 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.

Condition of Approval 6 - No Certificate of Occupancy for any market rate unit for Founders Place Phase II shall be issued by the City until the affordable employee unit required for Phase II is complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.

(III) There is Good Cause for the Founders Place Condominium Phase II Plat.

LMC [§ 15-15-1](#) defines Good Cause as:

Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as:

- providing public amenities and benefits,
- resolving existing issues and non-conformities,
- addressing issues related to density,
- promoting excellent and sustainable design,
- utilizing best planning and design practices,
- preserving the character of the neighborhood and of Park City and
- furthering the health, safety, and welfare of the Park City community.

The Founders Place Phase II proposal improves the development for the site compared to the 1995 Site plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.

Additionally, ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.

The Housing Mitigation Plan provides two mitigation measures: six on-site units and a community benefit fee. The Founders Place Phase II project provides one on-site affordable unit, while contributing to the Park City affordable housing fund for citywide initiatives. The Housing Mitigation Plan implements a fee in accordance with state law which requires that 0.50% of the net purchase price for each market-rate unit sale at Founders Place Phase II be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035 (Exhibit G).

(IV) The Park City Municipal Development Review Committee reviewed the

Proposed Founders Place Condominium Phase II Plat on May 2, 2023, and did not require Conditions of Approval.⁷

(V) The Wasatch County Development Review Committee reviewed the Proposed Founders Place Condominium Phase II Plat on April 20, 2023, and requires a Storm Water runoff protection plan.

See Exhibit F for the Applicant's submitted Storm Water runoff protection plan to be approved by Wasatch County prior to building permit issuance (see Condition of Approval 8).

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 on May 31, 2023 and posted notice to the property on May 17, 2023. Staff mailed courtesy notice to property owners within 300 feet on May 18, 2023. The *Park Record* published notice on May 31, 2023.⁸

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for Ordinance No. 2023-XX, Approving the Founders Place Condominiums – Phase II Plat, to the City Council for Consideration on July 6, 2023; or
- The Planning Commission may forward a negative recommendation for Ordinance No. 2023-XX, Denying the Founders Place Condominiums – Phase II Plat, to the City Council and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information for the Founders Place Condominiums – Phase II Plat and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-XX and Proposed Plat

Exhibit B: 1995 Settlement Agreement

Exhibit C: First Amended Wasatch County Density Determination

Exhibit D: Party Wall Agreement

⁷ 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).

⁸ LMC [§ 15-1-21](#)

Exhibit E: Founders Place Conditional Use Permit Final Action Letter
Exhibit F: Storm Water Runoff Protection Plan
Exhibit G: Founders Place Housing Mitigation Plan

Ordinance No. 2023-XX

AN ORDINANCE APPROVING THE FOUNDERS PLACE CONDOMINIUMS – PHASE II PLAT, LOCATED AT 3267 W DEER HOLLOW ROAD, WASATCH COUNTY, PARK CITY, UTAH

WHEREAS, the owners of the property located at 3267 West Deer Hollow Road petitioned the City Council for approval of the Founders Place Condominiums-Phase II Plat; and

WHEREAS, on May 31, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on May 18, 2023, courtesy notice was mailed to property owners within 300 feet of 3267 W Deer Hollow Road and notice was posted to the property; and

WHEREAS, on June 14, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on June 14, 2023, the Planning Commission forwarded a **positive/negative** recommendation for City Council's consideration on July 6, 2023; and

WHEREAS, on July 6, 2023, the City Council reviewed the proposed plat and held a public hearing; and

WHEREAS, the plat is consistent with the Land Management Code including § 15-7.1-3(C), § 15-12-15(B)(9), and Chapters 15-2.16 and 15-7.

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

SECTION 1. APPROVAL. The Founders Place Condominium Phase II Plat, located at 3267 West Deer Hollow Road, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

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 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) 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. 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.

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

PASSED AND ADOPTED this 6th Day of July 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

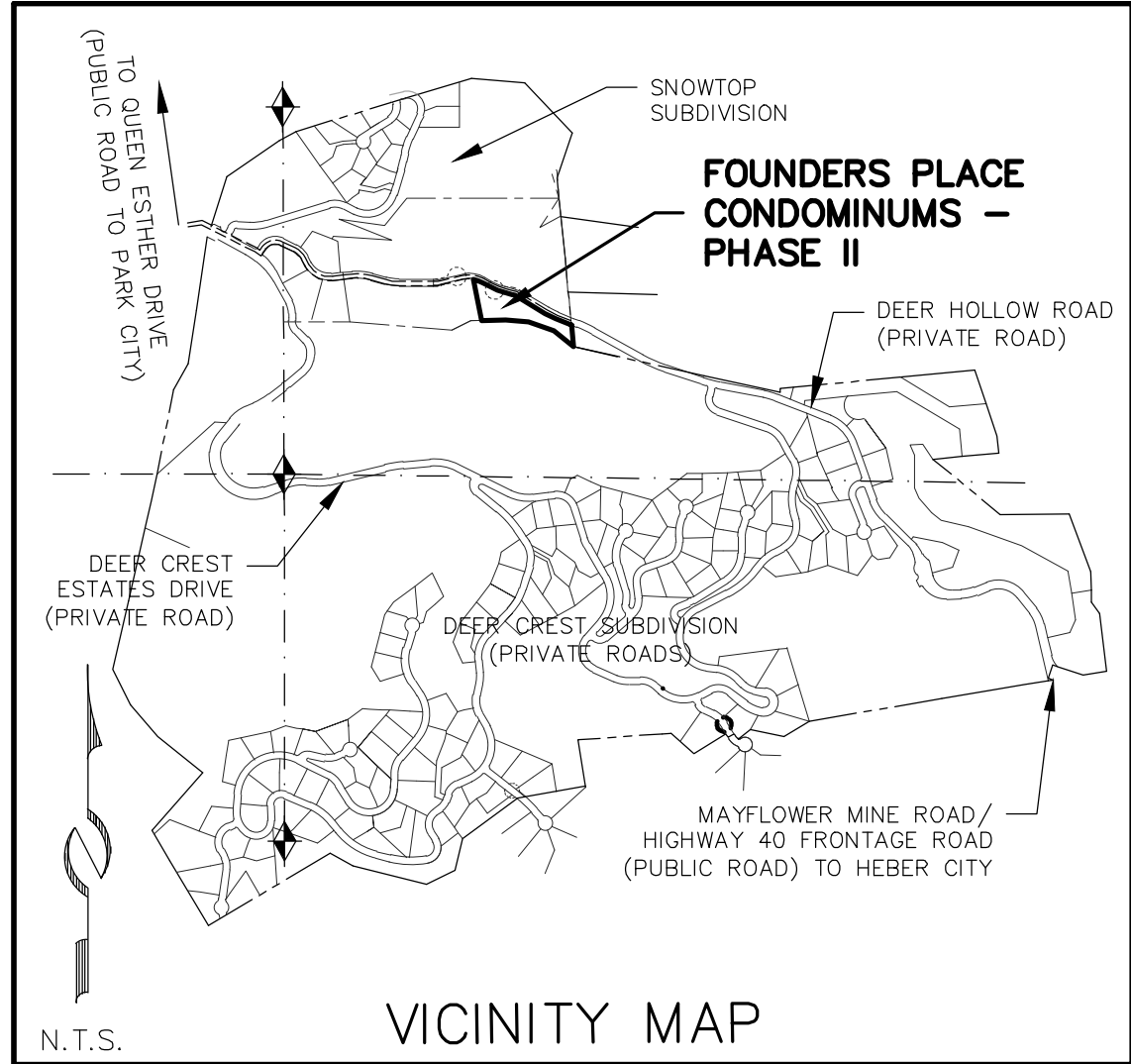
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Plat



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 buildings constructed hereon to be divided into units, together with easements as set forth to be hereafter known as FOUNDERS PLACE CONDOMINIUMS – PHASE II and do hereby dedicate for the perpetual use of the public trails 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 private road and 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 ____ day of _____, 2023.

Deer Crest Associates I, L.C.
a Utah limited liability company

By: _____
Bill Fiveash, Authorized Signatory

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this ____ day of _____, 2023, Bill Fiveash 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 Deer Crest Associates I, L.C., a Utah limited liability company, and that FOUNDERS PLACE CONDOMINIUMS – PHASE II, was signed 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 FOUNDERS PLACE CONDOMINIUMS – PHASE II.

By: _____
Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____



SURVEYORS CERTIFICATE

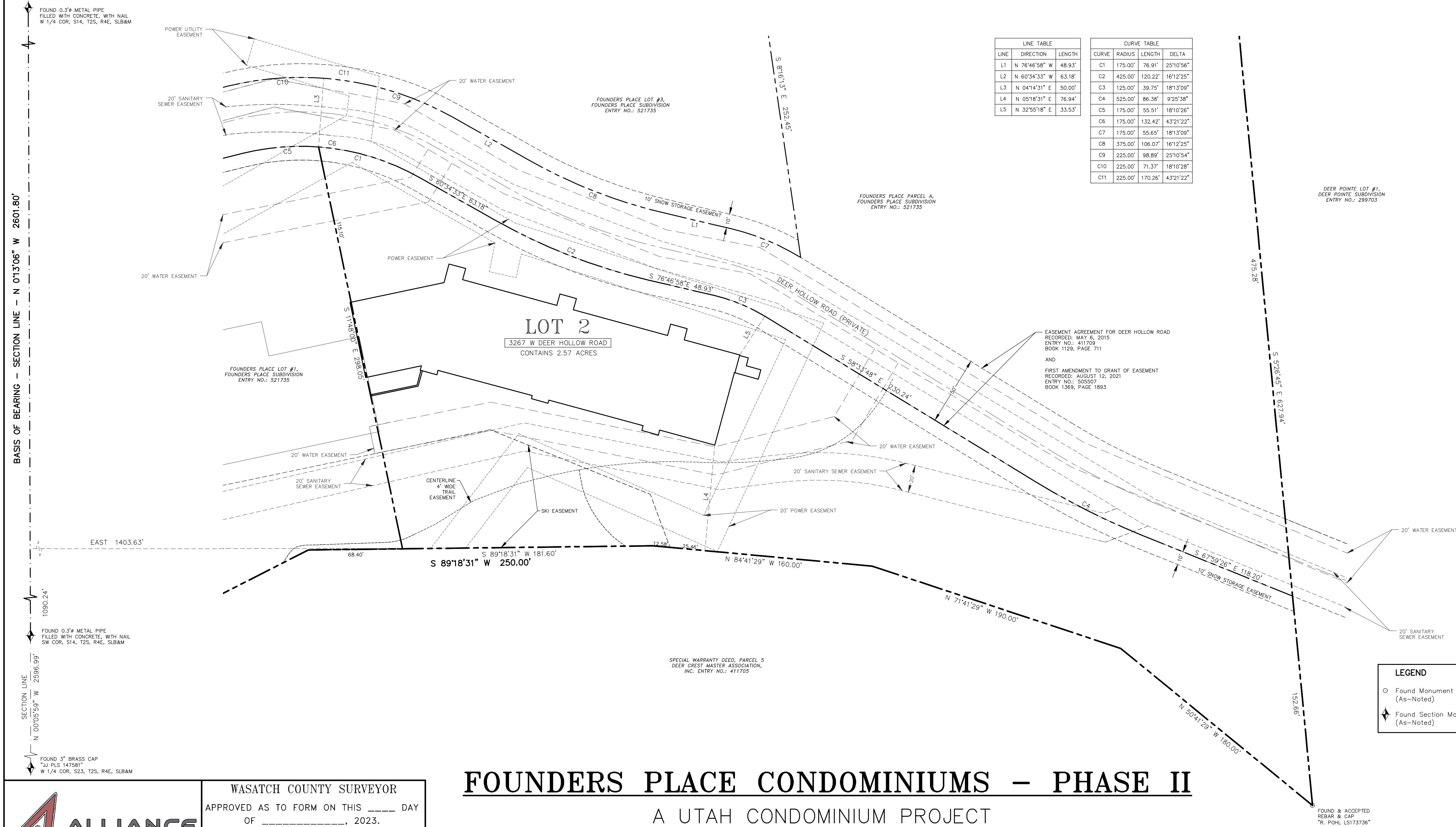
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, FOUNDERS PLACE CONDOMINIUMS – PHASE II, a Utah Condominium project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

Lot 2, FOUNDERS PLACE SUBDIVISION, according to the official plat recorded JULY 5TH, 2022, as Entry No. 521735 in the Wasatch County Recorder's Office.

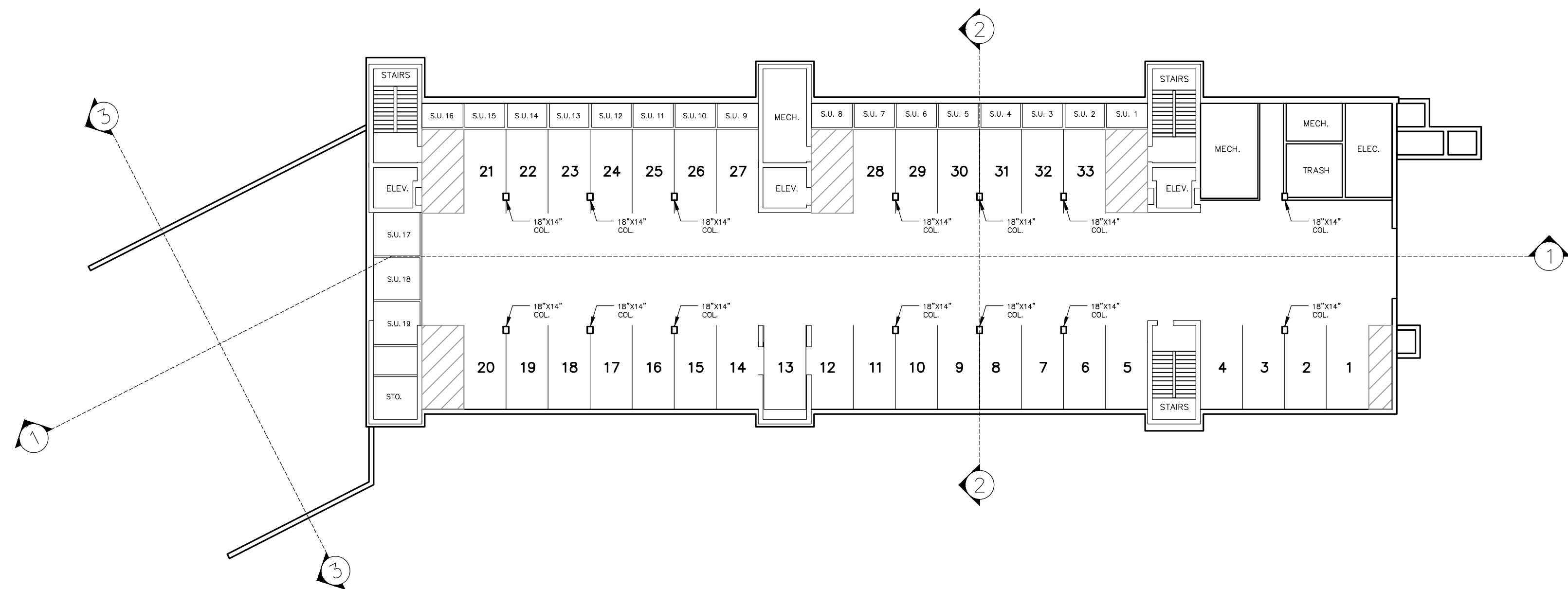
NOTES

- This condominium plat is subject to the Conditions of Approval in Park City Ordinance 2023–__
- All areas outside of those designated as Private Ownership and Limited Common on sheets 2–5 shall be Common Area.
- The dimensions of the private spaces and square footage calculations are based on drawings by Sparano + Mooney Architecture. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for FOUNDERS PLACE CONDOMINIUMS ("Declaration"). Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
- All common structural elements are designed as Common Areas and Facilities, as described in the Declaration.
- Building ties on this sheet are from the property line to the building foundation as shown.
- All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Jordanelle Special Service District, Park City Fire Service District, Summit County, and Wasatch County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement. Access to the units is by private roads and is not warranted by Park City.
- Unit WH–05 is deed restricted employee/affordable housing unit.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot.
- The Deer Crest Master Association, Inc (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Deer Crest, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its Articles of Incorporation, Bylaws, Rules and Regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
- Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all–season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities governed by such owner or agreements with such owner.
- Deer Hollow Road is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Deer Crest in accordance with the Master Declaration. Deer Hollow Road is not a public road or right-of-way.
- This plat records a total of 49,320 SF of Residential Unit area that is not subject to the Unit Equivalent (UE) formula. The total Residential Unit area is comprised of nineteen (19) Units.
- Employee Unit WH–05 is excluded from the total Residential Unit area.
- Vehicular access through the controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
- All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
- Public safety access and utility easements are hereby dedicated for all roads.
- Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
- Park City Municipal Corporation is a third-party beneficiary.
- (Intentionally Blank)
- In the event of an emergency, Wasatch County Fire has a perpetual right to access the rear of all structures via any means necessary.
- The ski easement shown is in favor of Deer Valley Resort.
- Four foot wide trail easements are for public use.
- Jordanelle Special Service District has 20' wide water line easements and access easements for the purpose of operating, maintaining, repairing, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water, in their current location, as well as future utility lines and/or relocations approved by the district.
- See Record of Survey 0003768 in the Wasatch County Surveyor's Office.
- Wasatch County Fire has the right to approve ground surface at access to rear of all structures.





LEVEL - B1



PARKING LEVEL

ABBREVIATION LEGEND

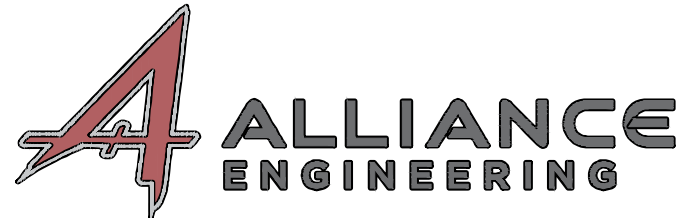
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

03/28/2023 JOB NO.: 02-10-21 FILE: X:\DeerCrest\dwg\srvt\plat2023\021021-PH-II.dwg

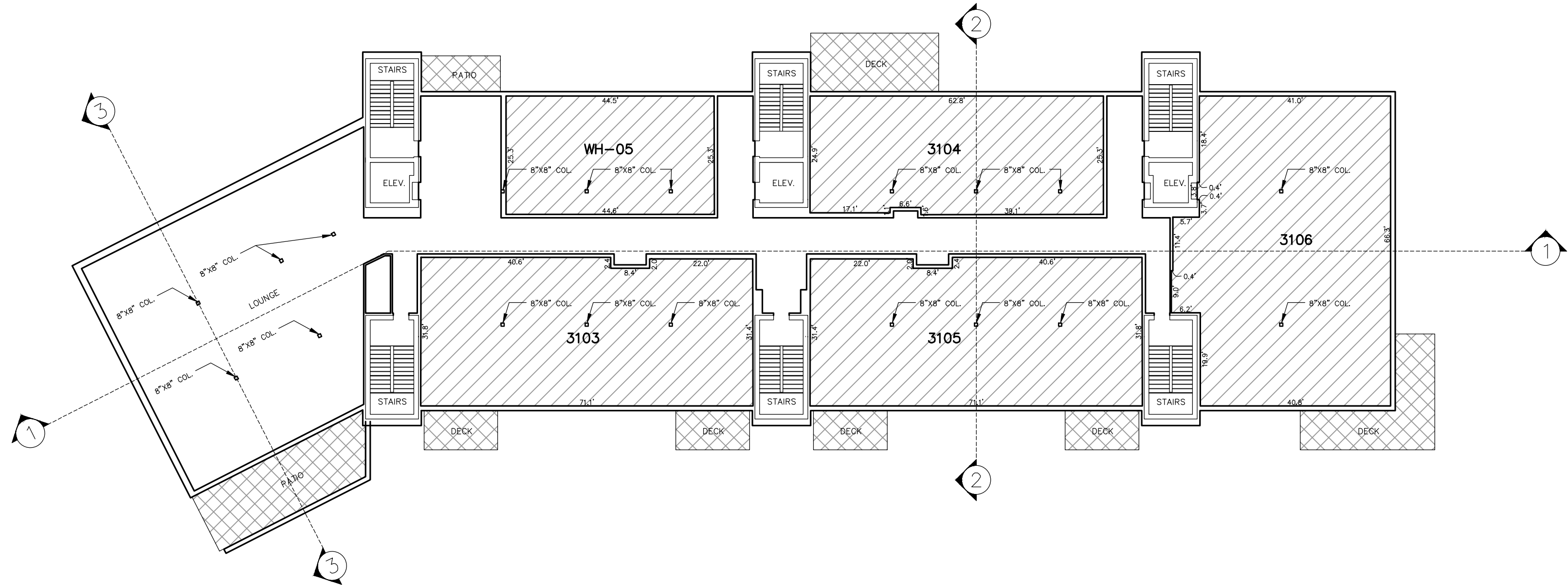
RECORDED

STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____

____ FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

LEVEL - 1
SQUARE FOOTAGE TABLE

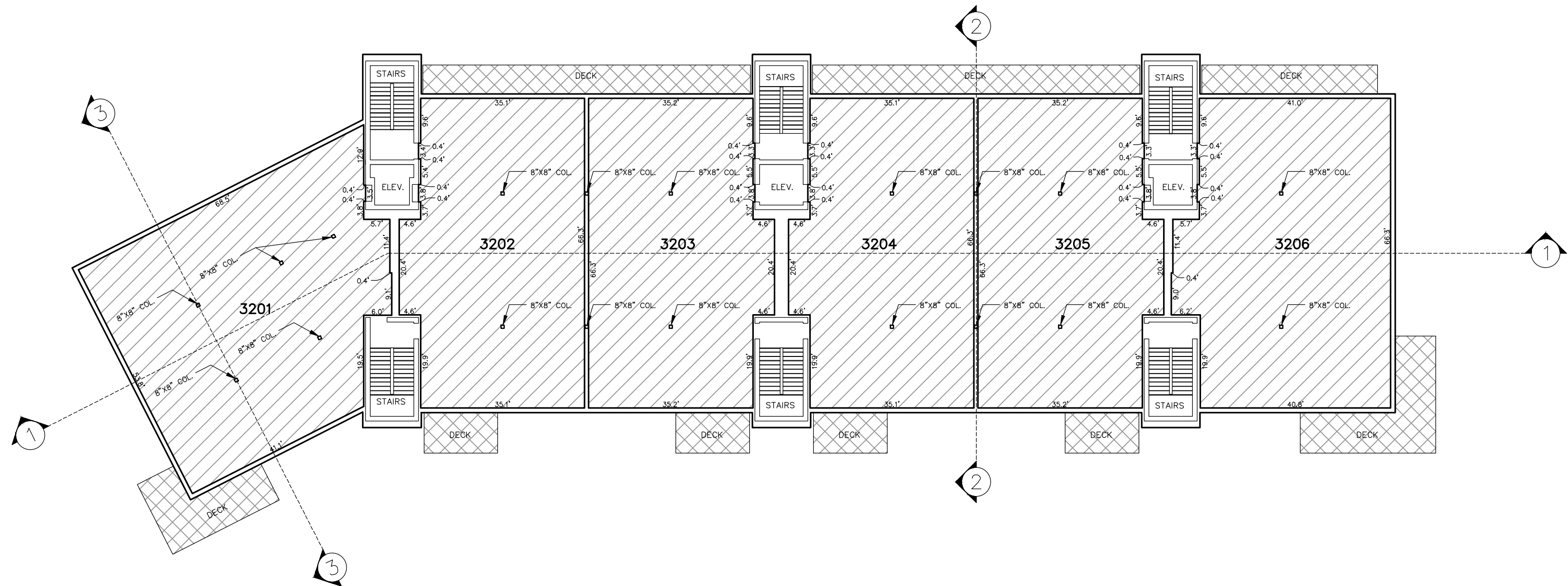
UNIT NUMBER	SQUARE FOOTAGE
WH-05	1,125 SF
3103	2,231 SF
3104	1,574 SF
3105	2,231 SF
3106	2,831 SF



LEVEL - 1

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
3201	3,067 SF
3202	2,420 SF
3203	2,428 SF
3204	2,420 SF
3205	2,428 SF
3206	2,832 SF



LEVEL - 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

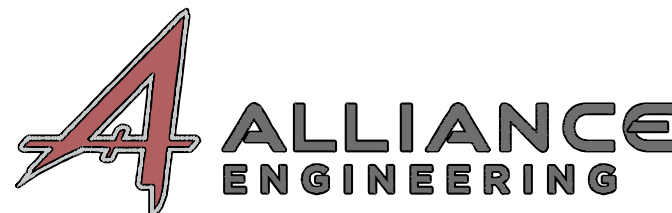
FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



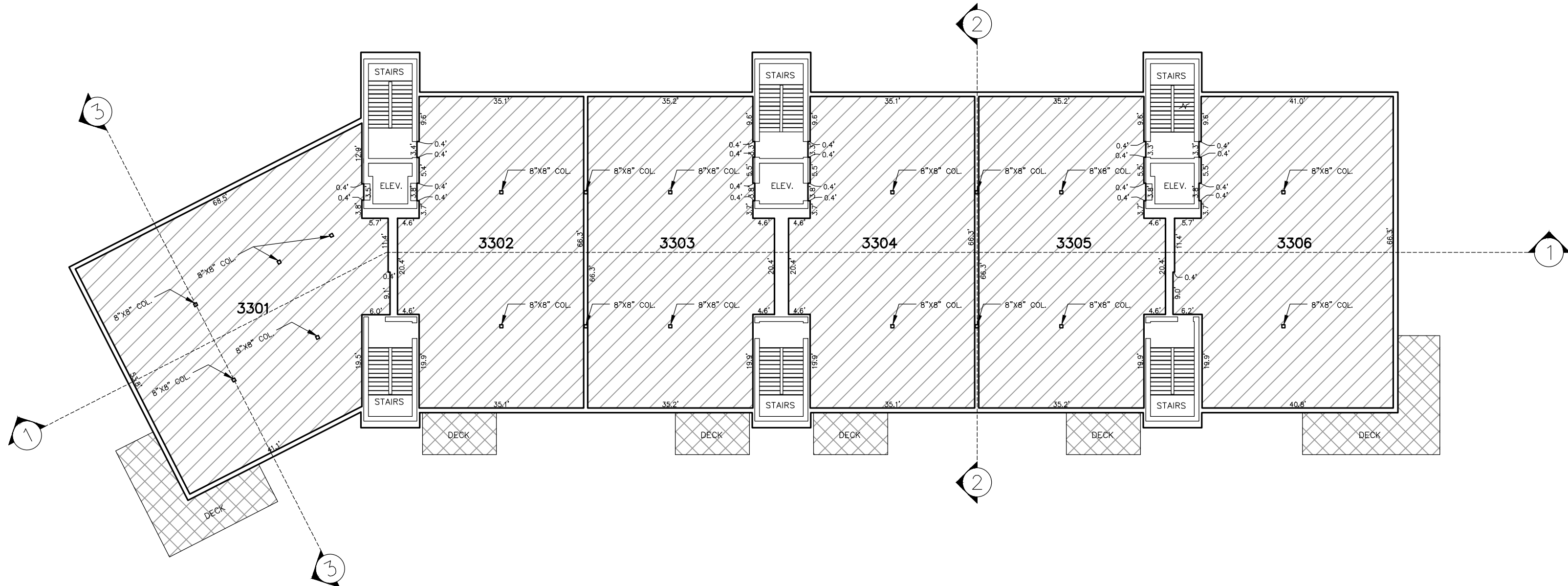
RECORDED

STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



LEVEL - 3
SQUARE FOOTAGE TABLE

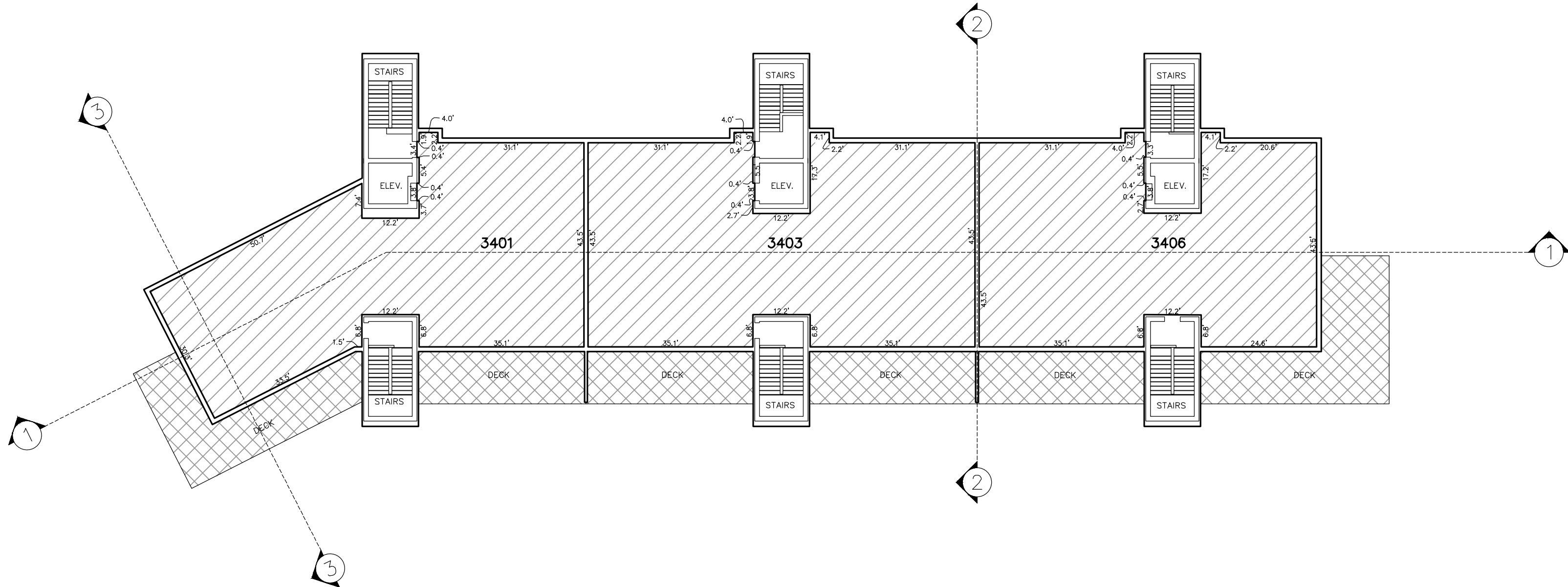
UNIT NUMBER	SQUARE FOOTAGE
3301	3,067 SF
3302	2,420 SF
3303	2,428 SF
3304	2,420 SF
3305	2,428 SF
3306	2,832 SF



LEVEL - 3

LEVEL - 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
3401	3,089 SF
3403	3,342 SF
3406	2,886 SF



LEVEL - 4

ABBREVIATION LEGEND

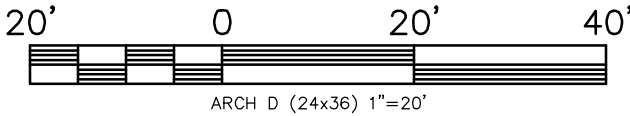
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



03/28/2023

JOB NO.: 02-10-21

FILE: X:\DeerCrest\dwg\sr\plat2023\021021-PH-II.dwg

RECORDED

STATE OF UTAH, COUNTY OF WASATCH, AND FILED

AT THE REQUEST OF _____

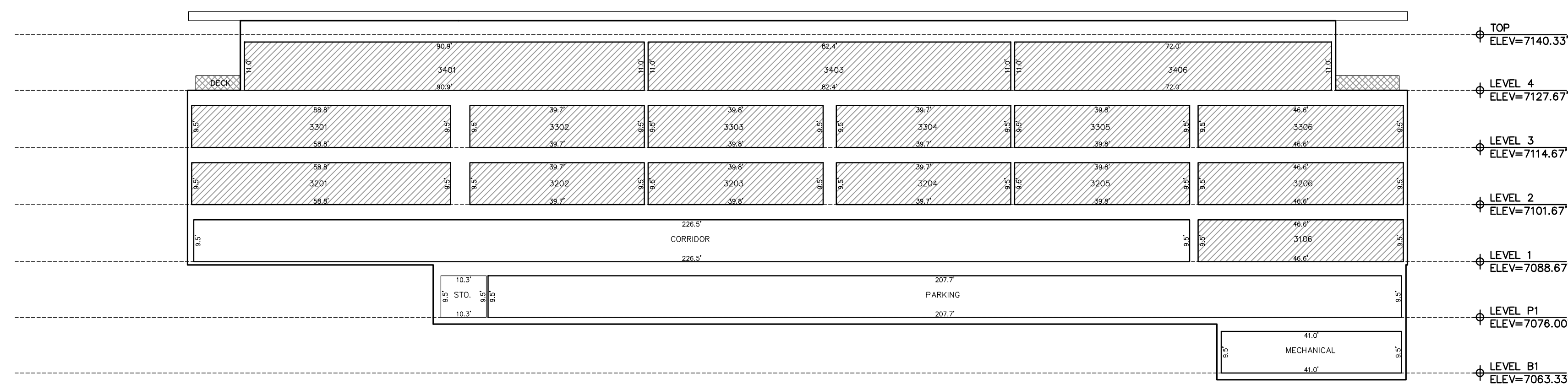
FEE _____

RECORDER _____

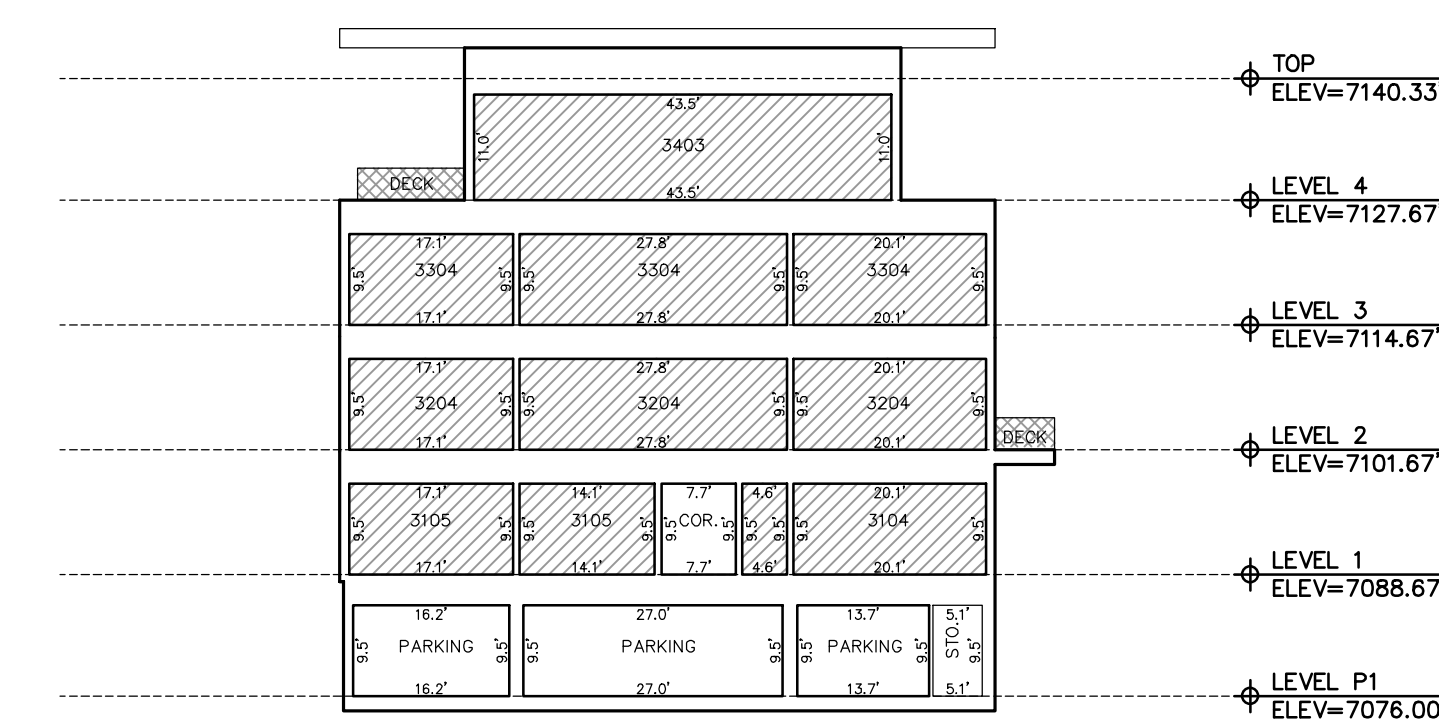
TIME _____

DATE _____

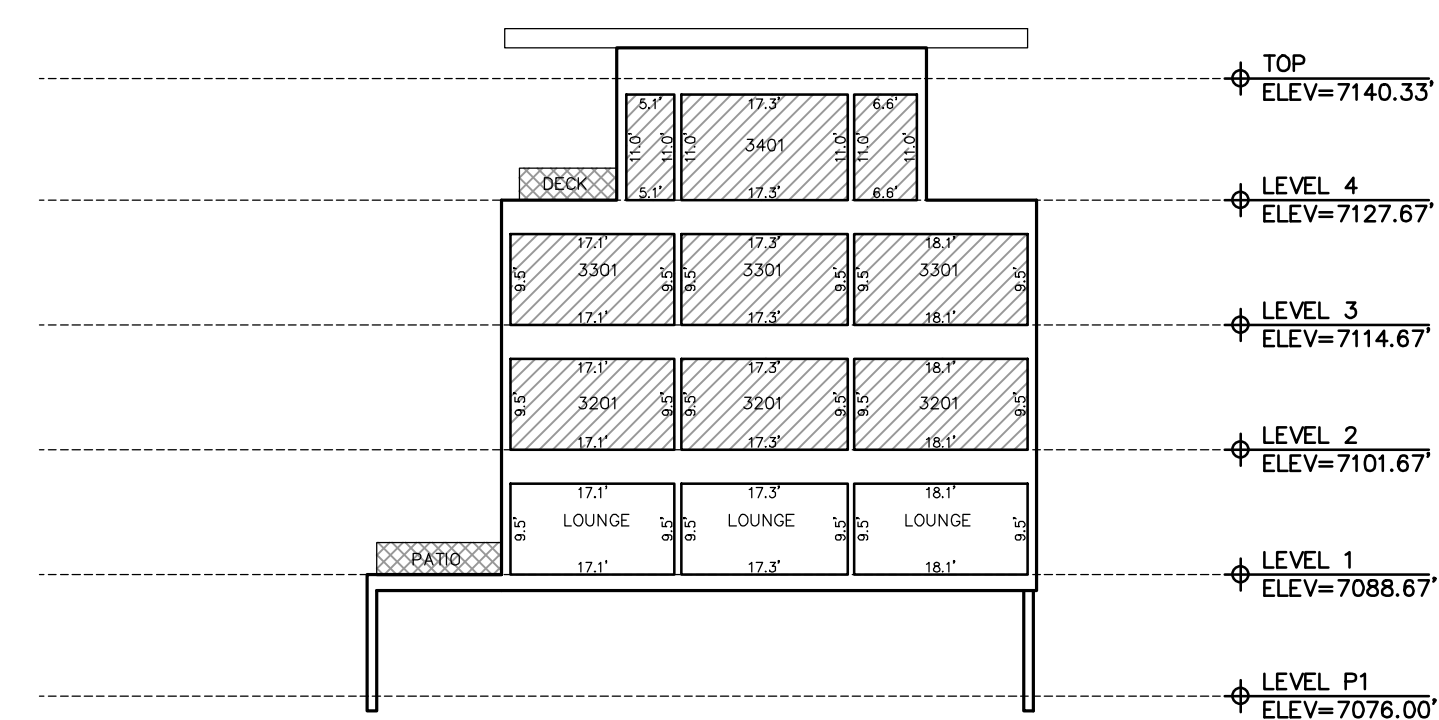
ENTRY NO. _____



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



2 BUILDING SECTION 2-2
SCALE: 1" = 20'



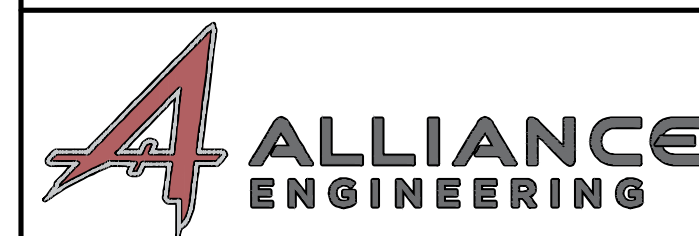
3 BUILDING SECTION 3-3
SCALE: 1" = 20'

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP



P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



SHEET 5 OF 5

03/28/2023 JOB NO.: 02-10-21 FILE: X:\DeerCrest\dwg\srv\plat2023\021021-PH-II.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

----- FFF -----

----- RECORDER -----

TIME _____ DATE _____ ENTRY NO. _____

SETTLEMENT AGREEMENT

BY AND BETWEEN

**PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,**

**TRANS-WASATCH COMPANY, L.L.C.,
a Utah limited liability company,**

AND

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

DATED: DECEMBER 29, 1995

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page Number</u>
RECITALS	1
AGREEMENT	2
I. PURPOSE AND INTENT	2
II. THE PROPERTY	3
III. DEFINITIONS	4
3.1 Property Owners	4
3.2 Park City	4
3.3 1991 Density Determination	4
3.4 Development Plan	5
3.5 Amended Telemark Park Resort	5
3.6 Snowtop/Hidden Hollow	5
3.7 Roosevelt Gap Development	5
3.8 Snow Park Hotel Site	6
3.9 Slalom Village Area	6
3.10 St. Louis Neighborhood	6
3.11 Little Baldy Neighborhood	6
3.12 Telemark Park Village	6
3.13 Keetley Road	6
IV. DISMISSAL OF ACTION	7
4.1 Dismissal of Action	7
4.1.1 Dismissal Checklist	7

4.2	Amendment of Wasatch County 1991 Density Determination	7
4.3	Abandonment of Keetley Road	7
4.3.1	Third Party Access	8
4.3.1.1	Additional Density from Third Party Agreements	8
4.3.2	Conditional Vacation of Keetley Road/Reservation of Rights/Obligation to Record Amended Density Determination	9
4.4	Temporary Physical Disconnection	9
4.4.1	Access Rights Upon Installation of Temporary Gates	9
4.5	Escrow of Building Permit for Keetley Road	10
4.6	Order of Dismissal With Prejudice	10
4.7	Development Application Process	11
4.8	Release From Escrow of the Building Permit	11
4.9	Conditional General Release of Park City	12
4.10	Conditional General Release of the Property Owners	12
V.	THE DEVELOPMENT	13
5.1	Intent to Develop the Property	13
5.2	Density, Use and Configuration	13
5.2.1	Snowtop/Hidden Hollow	15
5.2.1.1	Annexation Procedure for the Snowtop/Hidden Hollow Area	15
5.2.1.2	Annexation Agreement	16
5.2.1.3	Conditions of Development Absent Park City Annexation	17

5.2.1.4	Vehicular Access to Snowtop/ Hidden Hollow	18
5.2.1.5	Water Rights	18
5.2.2	Roosevelt Gap Development	19
5.2.2.1	Snow Park Hotel Site Density, Use and Configuration	20
5.2.2.2	Alternative A for Roosevelt Gap Development	20
5.2.2.3	Alternative B for Roosevelt Gap Development	21
5.2.2.4	Annexation Procedure for Alternatives A or B for the Roosevelt Gap/Snow Park Hotel Area	21
5.2.2.5	Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area	22
5.2.2.6	Annexation Agreement for Alternative B	23
5.2.2.7	Alternative C for Roosevelt Gap Development	23
5.2.2.8	Property Owners Choice of Alternatives	24
5.2.2.9	Access to Roosevelt Gap Development	24
5.2.2.10	Parking at Roosevelt Gap Lodge	24
5.2.2.11	Exclusive Development Alternatives for the Roosevelt Gap Development	25
5.2.3	Slalom Village	25
5.2.3.1	Annexation Procedure for the Slalom Village Area	26
5.2.3.2	Annexation Agreement	27

5.2.3.3	Development Alternative to Slalom Village	28
5.2.3.4	Disconnection of Keetley Road at Slalom Village Location	28
5.2.3.5	Conditions of Development Absent Park City Annexation	29
5.2.3.6	Conditions Precedent to Occupancy of Slalom Village	30
5.2.3.7	Ski Academy	30
5.2.3.8	Vehicular Access to Slalom Village	30
5.2.3.9	Grade and Width of Keetley Road	31
5.2.3.10	Slalom Village Parking	31
5.2.4	St. Louis Neighborhood	32
5.2.4.1	Access to St. Louis Neighborhood	32
5.2.5	Little Baldy Neighborhood	32
5.2.5.1	Access to Little Baldy Neighborhood	33
5.2.6	Telemark Park Village	33
5.2.6.1	Access to Telemark Park Village	33
5.2.6.2	Increased Density for Telemark Park Village	34
5.3	Additional Development Requirements	34
5.3.1	Timing of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village	34
5.3.1.1	Track I for Annexation by Park City	35
5.3.1.2	Track II for Annexation by Park City	35

5.3.1.3	Track III for Annexation by Park City	36
5.3.2	Construction Traffic	36
5.3.3	Permanent Controlled Access Gates	37
5.3.3.1	Design of Permanent Controlled Access Gates	37
5.3.4	Private Vehicular Access Only	37
5.3.5	Temporary Gates	37
5.3.6	Secondary Access	38
5.3.6.1	Bicycle/Pedestrian Paths	38
5.3.6.2	Emergency/Bicycle/ Pedestrian Paths	38
5.3.6.3	Emergency Utility Roads	39
5.3.6.4	Maintenance	39
5.3.6.5	Crash Gates	39
5.3.7	Construction and Conveyance of Slalom Village Emergency Utility Road	40
5.3.8	Compliance with Park City Resolutions and Ordinances	40
5.3.9	Ridge Lines	40
5.3.9.1	Vantage Point	41
5.3.10	State Land Leases	41
5.4	Plat Notes	43
5.5	Covenants, Conditions and Restrictions	44
5.6	Recorded Restrictive Covenant	44
5.7	Processing Fees and Charges	45
5.7.5	Impact Fees	45
5.8	Good Faith	48
5.9	Discretionary Approvals	48
5.10	Subsequently Enacted Regulations/Retained Powers	48

5.11	Private Roads	49
5.11.1	Right to Construct Roads	49
5.12	Conceptual Plans	50
VI.	DURATION OF APPROVAL	50
VII.	MISCELLANEOUS PROVISIONS	50
7.1	Agreement Binds Successors and Assigns	50
7.2	Release of Property Owners From Obligations Under This Agreement	51
7.3	Effect of Park City Resolution No. 38-92	51
7.4	Notice	51
7.5	Enforcement	53
7.6	Failure to Exercise Rights	53
7.7	Entire Agreement	53
7.8	Fees and Costs of Enforcement	53
7.9	Third Party Representations	54
7.10	Authority to Execute Agreement	54
7.11	Stipulations of Continuance	54
7.12	Captions	54
7.13	Governing Law	54
7.14	Interpretation	54
7.15	Severability	54

EXHIBIT "A"	--	LEGAL DESCRIPTION
EXHIBIT "B"	--	DEVELOPMENT PLAN
EXHIBIT "C"	--	AMENDED TELEMAR PARK RESORT
EXHIBIT "D"	--	SNOWTOP/HIDDEN HOLLOW
EXHIBIT "E"	--	ROOSEVELT GAP DEVELOPMENT SNOW PARK HOTEL SITE

EXHIBIT "F"	--	SLALOM VILLAGE AREA
EXHIBIT "G"	--	STIPULATION OF DISMISSAL WITH PREJUDICE
EXHIBIT "H"	--	DISMISSAL CHECKLIST
EXHIBIT "I"	--	THIRD PARTY AGREEMENTS (Milton Weilenmann) (Land der Berg LLC) (United Park City Mines Company) (Deer Valley Resort Company)
EXHIBIT "J"	--	ESCROW INSTRUCTIONS
EXHIBIT "K"	--	ORDER OF DISMISSAL
EXHIBIT "L"	--	BUILDING PERMIT FOR PARK CITY PORTION OF KEETLEY ROAD
EXHIBIT "M"	--	PETITION FOR ANNEXATION (Snowtop/Hidden Hollow Area)
EXHIBIT "N"	--	ANNEXATION AND OPEN SPACE EXHIBIT
EXHIBIT "O"	--	ALTERNATIVES B & C FOR ROOSEVELT GAP DEVELOPMENT WITH LIMITS OF DISTURBANCE AND OTHER CONSTRUCTION LIMITATIONS
EXHIBIT "P"	--	SNOW PARK HOTEL DESIGN
EXHIBIT "Q"	--	ROOSEVELT GAP DEVELOPMENT (Visual Intrusion)
EXHIBIT "R"	--	ROOSEVELT GAP LODGE PARKING ENFORCEMENT EASEMENT
EXHIBIT "S"	--	SLALOM VILLAGE (12 Single-Family Lot Subdivision)

EXHIBIT "T"	--	DESIGN OF PERMANENT GATES
EXHIBIT "U"	--	TRAILS AND SECONDARY ACCESS
EXHIBIT "V"	--	MAINTENANCE RESTRICTIVE COVENANT
EXHIBIT "W"	--	CRASH GATES
EXHIBIT "X"	--	SPECIAL WARRANTY DEED (Emergency Utility Road)
EXHIBIT "Y"	--	RESTRICTIVE COVENANT (Controlled Access Gates)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of this _____ of December, 1995, by and between PARK CITY CONSOLIDATED MINES COMPANY, INC., a Utah corporation, TRANS-WASATCH COMPANY, L.L.C., a Utah limited liability company (the "Property Owners") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("Park City").

RECITALS

A. The Property Owners own or control a total of approximately 678 acres of real property more particularly described in Exhibit "A" (the "Property").

B. Park City is named in a legal action filed by the Property Owners in Trans-Wasatch Company, et al. v. Park City Municipal Corporation, Civil No. 930390001, which was originally filed in the Third Judicial District Court, Summit County, State of Utah, on September 10, 1993 (the "Action"). The parties also have additional disputes as of this date that are not alleged in the Action, but which the parties intend to resolve by this Agreement.

C. Without conceding or waiving their respective positions, the parties desire to settle all of their outstanding disputes and to redefine certain rights and obligations between them.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to provide a framework for the resolution of all outstanding issues and disputes between the parties. This framework, by necessity, makes the full force and effect of this Agreement contingent upon the happening of certain events within the discretion of non-party jurisdictions. The only obligation or representation created upon signing this Agreement is that, upon the deposit into escrow of the building permit referenced in Section 4.5, Property Owners shall diligently pursue and attempt to accomplish the following succession of events as more fully set forth: (a) an amended density determination as outlined in the Development Section of this Agreement (Section V), also defined herein as the Amended Telemark Park Resort, or an amended density determination acceptable to each of the parties; and (b) the abandonment and/or vacation of Keetley Road within the Property. Once both of these events occur, all further contract rights and obligations set forth herein shall vest. Similarly, if either one of these events does not occur, then the remaining obligations, releases and representations contained in this Agreement shall have no force and effect.

1.2 The parties intend that upon completion of the conditions precedent described in Section 1.1, and (a) the installation of temporary gates across Keetley Road, (b) dismissal of the Action with prejudice, and (c) the release of the building permit to improve and pave Keetley Road to the Property Owners, Property Owners shall have the right to use Keetley Road as vehicular access to the development anticipated herein in accordance with the terms and conditions set forth in this Agreement.

II.

THE PROPERTY

2.1 The legal description of the Property, which is the subject of this Agreement, is attached hereto as Exhibit "A" and incorporated into this Agreement by reference. No property may be added to the legal description for purposes of this Agreement without the express written consent of the parties.

2.2 It is understood and acknowledged by the parties that the Property straddles the Wasatch County and Summit County lines and both penetrates and abuts the Park City Municipal Corporation boundary. A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County, and approximately 70 acres lie within the Park City Municipal Corporation city limits.

III.

DEFINITIONS

The following terms shall be used throughout this Agreement and, unless specified otherwise, have the following meanings:

3.1 **Property Owners.** The term Property Owners shall mean and refer to Park City Consolidated Mines Company, a Utah corporation, and Trans-Wasatch Company, L.L.C., a Utah limited liability company, as well as the assigns, successors, purchasers and/or transferees of these companies. The term Property Owners shall also mean and refer to the past, present and future officers, directors, shareholders, agents, employees and attorneys of Park City Consolidated Mines Company and Trans-Wasatch Company, only to the extent that it is legally permissible for these companies, acting through their authorized officers or directors, to individually bind or represent such persons or entities.

3.2 **Park City.** The term Park City shall mean and refer to Park City Municipal Corporation, a political subdivision of the State of Utah, its past, present and future members of its City Council, Mayor, City Manager, City Attorney, staff, employees and agents, both personally and in their professional capacities.

3.3 **1991 Density Determination.** The term 1991 Density Determination means and refers to the Wasatch County density determination for the Wasatch County portion of the Property filed in 1991 under Wasatch County Recording No. 158784.

3.4 **Development Plan.** The term Development Plan means and refers to the development anticipated for the entire Property as set forth in Section V, and depicted in Exhibit "B" attached hereto.

3.5 **Amended Telemark Park Resort.** The term Amended Telemark Park Resort shall mean and refer to that development anticipated and described herein for that real property lying within Wasatch County and depicted in Exhibit "C" attached hereto. The Amended Telemark Park Resort generally consists of a plan to construct one ski chair lift (the Slalom Village Chair), and, if feasible, an additional ski chair lift associated with the Telemark Park Village (the US-40 Chair), ski runs, and six distinct communities or neighborhoods known as the Snowtop Neighborhood (as defined and described in Section 5.2.1), the Roosevelt Gap Development (as defined and described in Section 5.2.2), the Slalom Village Development (as defined and described in Section 5.2.3 herein), the Little Baldy Neighborhood (as defined and described in Section 5.2.5 herein), the St. Louis Neighborhood (as defined and described in Section 5.2.4 herein), and the Telemark Park Village (as defined and described in Section 5.2.6 herein).

3.6 **Snowtop/Hidden Hollow.** The term Snowtop/Hidden Hollow means and refers to the development anticipated for that real property as depicted in Exhibit "D" attached hereto and described more fully in Section 5.2.1.

3.7 **Roosevelt Gap Development.** The term Roosevelt Gap Development means and refers to the development anticipated for that real property as depicted in Exhibit "E" attached hereto and described more fully in Section 5.2.2.

3.8 **Snow Park Hotel Site.** The term Snow Park Hotel Site shall mean and refer to the development of that real property as depicted in Exhibit "E" attached hereto and more fully described in Section 5.2.2.

3.9 **Slalom Village Area.** The term Slalom Village Area means and refers to the development anticipated for that real property as depicted in Exhibit "F" attached hereto and more fully described in Section 5.2.3.

3.10 **St. Louis Neighborhood.** The term St. Louis Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.4.

3.11 **Little Baldy Neighborhood.** The term Little Baldy Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.5.

3.12 **Telemark Park Village.** The term Telemark Park Village means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.6.

3.13 **Keetley Road.** The term Keetley Road shall mean and refer to that portion of the right of way, which lies within the Property, and which runs in a southeasterly direction from Queen Esther Drive in Park City, over McKinley Gap to the east end of the Property near U.S. Highway 40.

IV.

DISMISSAL OF ACTION

4.1 **Dismissal of Action.** The Action may be dismissed with prejudice at any time by the Property Owners. The Action shall be dismissed with prejudice upon: (a) Wasatch County's amendment of the 1991 Density Determination (Amended Telemark Park Resort) as provided herein, and (b) the abandonment and/or vacation of Keetley Road. Nothing herein shall require the dismissal of the Action with prejudice until the preceding events have occurred. Dismissal of the Action shall be accomplished by filing the Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit "G".

4.1.1 **Dismissal Checklist.** Prior to the execution of the Stipulation of Dismissal with Prejudice, the parties will acknowledge their agreement to the completion of specific conditions precedent to dismissal (the "Dismissal Checklist"), a copy of which is attached hereto as Exhibit "H."

4.2 **Amendment of Wasatch County 1991 Density Determination.** Concurrent with the execution of this Agreement, Property Owners shall proceed in Wasatch County to seek an amendment to the 1991 Density Determination into the Amended Telemark Park Resort in accordance with the terms and conditions set forth herein.

4.3 **Abandonment of Keetley Road.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, Property Owners shall commence and diligently pursue, in accordance with Utah law, proceedings in

Park City and Wasatch County that will lead to formal abandonment and/or vacation of public rights of access, if any, in Keetley Road.

4.3.1 Third Party Access. Concurrent with the execution of this Agreement, the Property Owners and Park City have secured executed agreements, to the satisfaction of Park City, from Weilenmann, Land der Berg, LLC, United Park City Mines Company, and Deer Valley Resort Company, concerning their maximum anticipated private rights to use Keetley Road, which are in addition to the Property Owners' access rights as contemplated herein, subsequent to abandonment and/or vacation as contemplated by this Agreement. Copies of said executed agreements are attached hereto as Exhibit "I." ~~To the extent that the third parties referred to above and/or their agents and employees use Keetley Road in any manner other than as expressly contemplated in the emergency access provisions of the third party agreements,~~ Property Owners shall indemnify Park City for any costs associated with enforcing the emergency access provisions of the third party agreements and shall pay to Park City One Hundred Dollars (\$100.00) per vehicle which uses Keetley Road under non-emergency circumstances ~~in violation of the emergency access provisions of the third party agreements.~~   

4.3.1.1 Additional Density from Third Party Agreements.

The additional maximum density intended in the third party agreements are in addition to the density contemplated by the Development Plan as outlined in this Agreement. Nothing herein constitutes an endorsement by Park City of the proposed third party densities nor prevents Park City from contesting the merits of the third party development proposals.

4.3.2 Conditional Vacation of Keetley Road/Reservation of Rights/

Obligation to Record Amended Density Determination. The petition to abandon and/or vacate the Wasatch County portion of Keetley Road may be conditioned upon Wasatch County's approval of the Amended Telemark Park Resort. If the Park City portion of Keetley Road is not vacated, Property Owners retain the right and discretion to refrain from recording Wasatch County's density determination for Amended Telemark Park Resort. If the Park City portion of Keetley Road is vacated and the building permit to improve and pave Keetley Road is released from escrow to Property Owners, the Property Owners shall immediately record Wasatch County's density determination for the Amended Telemark Park Resort.

4.4 Temporary Physical Disconnection. Within 30 days of Park City's abandonment and/or vacation of Keetley Road, Property Owners shall construct temporary gates, in accordance with Section 5.3.5 *infra*, which shall precede a permanent physical disconnection of Keetley Road as outlined in this Agreement. A temporary physical disconnection shall be deemed to have occurred when the Property Owners have constructed (at the Property Owners' cost and expense) at least two temporary gates across the historic configuration of Keetley Road, which preclude unauthorized vehicular traffic as more fully described in Section 4.4.1. One such temporary gate shall be located across Keetley Road near its intersection with Queen Esther Drive.

4.4.1 Access Rights Upon Installation of Temporary Gates.

Property Owners, who are record title holders, shall retain the right to use Keetley Road to

access the Property for all reasonable purposes, except for construction traffic which is expressly prohibited by Section 5.3.2. Property Owners shall not permit real estate agents access to the Property via Keetley Road from Park City prior to the issuance of the first single family residential building permit on a platted lot or the construction and operation of permanent controlled access gates pursuant to Section 5.3.3. Real estate agents shall have access to the Property via the eastern perimeter controlled access gate (either temporary or permanent) prior to the issuance of the first building permit. Real estate agents shall never have unrestricted access to the Property. Each individual lot or multi-family unit purchaser (resident or guest), within the perimeter gates of the Development Plan shall have the same right of access as the Property Owners during that purchaser's ownership of a lot or multi-family unit.

4.5 Escrow of Building Permit for Keetley Road. Concurrent with the execution of this Agreement, Park City shall place in escrow a building permit to improve and pave the Park City portion of Keetley Road. The escrow agent selected by the Parties is *First American Title Company, Park City, Utah*. The escrow agent shall deliver the building permit to the Property Owners consistent with and subject to the terms and conditions described in the escrow instructions attached hereto as Exhibit "J."

4.6 Order of Dismissal With Prejudice. With the filing of the Stipulation of Dismissal With Prejudice, the Parties shall immediately secure from the Third Judicial District Court an Order of Dismissal With Prejudice of the Action in substantially the form of Exhibit "K" attached hereto.

4.7 Development Application Process. Property Owners will not submit, and Park City will not accept for review and processing, any development application or annexation petition related to the Property until: (1) the Action is dismissed with prejudice, as set forth in Sections 4.1 and 4.6 above and (2) the temporary gates across Keetley Road have been installed as set forth in Section 4.4 above.

4.8 Release From Escrow of the Building Permit. Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, abandonment and/or vacation of Keetley Road, the dismissal of the Action with prejudice, and the installation of temporary gates across Keetley Road as provided herein, the escrow agent [identify by name] shall deliver to the Property Owners the building permit to *First American Title Company, Park City Office* *jh* *[Signature]* improve and pave Keetley Road according to the terms contained in the building permit attached hereto as Exhibit "L." Park City has reviewed and approved the construction plans and other materials related to the improvements authorized by the building permit for Keetley Road. Upon release of the building permit from escrow, the building permit shall vest in the Property Owners, and Property Owners shall have the right to proceed with the improvement and pavement of that portion of Keetley Road which is located within the city limits of Park City. Park City shall not be entitled to terminate the building permit unless there has been a material breach of this Agreement, violation of the terms and standards of the building permit or release by the Escrow Agent in violation of the Escrow Instructions, described in Exhibit "J." In the event of a violation of the terms and standards of the building permit or the Escrow Agent releases the building permit in violation of the Escrow Instructions, the

parties shall take reasonable steps to remedy the violation of the building permit or the improper release.

4.9 **Conditional General Release of Park City.** Upon dismissal of the Action with prejudice, all claims (including without limitation, claims for attorneys' fees, expenses and disbursements), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Property Owners against Park City, any of its agencies or departments or any of its past or present employees and elected or appointed officials, connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

4.10 **Conditional General Release of the Property Owners.** Upon dismissal of the Action with prejudice, all claims, (including without limitation, claims for attorneys fees, expenses and disbursement), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Park City against the Property Owners, their officers, directors, shareholders, subsidiaries, affiliates, agents, employees and their heirs and assigns connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property (excluding property taxes), and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby

be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

V.

THE DEVELOPMENT

5.1 **Intent to Develop the Property.** Upon the execution of this Agreement, Property Owners will seek to amend the 1991 Density Determination. The anticipated and proposed amendments to the 1991 Density Determination are set forth in this Section V of the Agreement. Property Owners agree to apply and petition to Park City, as appropriate, for development approvals for those portions of the Property (located within Park City or contemplated for possible annexation), as more fully set forth by further provisions in this Section of the Agreement.

5.2 **Density, Use and Configuration.** The Development Plan for the entire Property as anticipated in this Agreement shall not exceed 545 units (150 single-family, 395 multi-family units) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy. The parties agree that there shall not be more than:

- (a) 338 residential units,
- (b) a 20,000 square foot Ski Academy,
- (c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

(d) 10,000 square feet of support commercial space at the Little Baldy Neighborhood,
and

(e) amenities and recreation facilities as generally identified and depicted herein,
all within the perimeter gates of the Property with access to Park City via Keetley Road
through the west perimeter gate. Approximately an additional 182 multi family units located
within the Telemark Park Village shall have vehicular access to Park City only via U.S.
Highway 40 and S.R. 248.

Units Lying West of East Perimeter Gate

	Single Family	Multi-Family	Max. Size Per Multi-Family Unit
Snowtop	16	0	
Hidden Hollow	4	0	
Roosevelt Gap Development	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	4	83	2,400 sq. ft./unit
St. Louis	66	0	
Sub-total	150	188	

Units Lying East of East Perimeter Gate

	Single Family	Multi-Family	
Telemark Park Village	0	182*	varied sq. ft.

* Density may increase as provided herein.

370

Snow Park Hotel Site

Snow Park Hotel Site	25*	2,000 sq. ft./unit
----------------------	-----	--------------------

* Density may increase as provided herein.

5.2.1 Snowtop/Hidden Hollow. The 1991 Density Determination contains an approval for 20 single family lots in the Snowtop neighborhood. Property Owners will prepare a plat for the development of 16 single family lots in the Snowtop neighborhood which they will submit to Wasatch County for review and consideration, with timely written notice and copies of all materials submitted to Wasatch County to Park City. The Hidden Hollow property comprises roughly 84 acres, upon which Property Owners propose to develop four single family Estate lots, with building envelopes, areas of disturbance, limits of disturbance and open space conservation easements, all as generally depicted on the map (for both Snowtop and Hidden Hollow) attached hereto as Exhibit "D."

5.2.1.1 Annexation Procedure for the Snowtop/Hidden Hollow Area. Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), and Wasatch County's approval of the final plat for a 16 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that the portion of the complete petition for annexation for the Snowtop neighborhood shall be submitted in the form of a final unrecorded plat. Property Owners' petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or

annexation fee. The petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the application within which to annex the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the petition for annexation. Upon the expiration of the 120 day period, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5.2.1.2 Annexation Agreement. If the Snowtop/Hidden Hollow Area is annexed into Park City, then the following conditions of development shall

bind the parties: (a) the density of the Snowtop/Hidden Hollow Area shall not exceed sixteen (16) single-family lots within the Snowtop neighborhood and four Estate lots within the Hidden Hollow neighborhood; (b) the Snowtop neighborhood shall be annexed as platted by Wasatch County; (c) the Hidden Hollow neighborhood shall be annexed as four Estate lots that are restricted by plat, easements, and real covenants to include Property Owners' offer of dedication of conservation easements, designated building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibit "D" and the Annexation and Open Space Exhibit, Exhibit "N," both of which are attached hereto; (d) the remainder of the Snowtop/Hidden Hollow Area, except roads depicted on Exhibit "B," shall be offered to Park City in fee simple as dedicated open space as generally depicted in Exhibits "D" and "N" attached hereto; and (e) Property Owners shall provide for one (1) unit of affordable employee housing as described in Section 5.2.1.1.

5.2.1.3 Conditions of Development Absent Park City

Annexation. If the Snowtop/Hidden Hollow Area is not annexed into Park City within the time frames established by Section 5.3.1, as appropriate, Property Owners may seek development approval from Summit County of the Hidden Hollow neighborhood without interference from Park City (as to access, density or use) if and only if: (a) Property Owners seek development approval in Summit County for density in accordance with the configuration and development restrictions depicted in Exhibit "D" and described in Section 5.2.1, or some lesser density, use or configuration and (b) the same area designated for open space dedication and conservation easements proposed in Section 5.2.1.1 and depicted in

Exhibits "D" and "N" shall be preserved by conservation easements granted to and accepted by a public entity or a private non-profit open space conservancy to the reasonable satisfaction of Park City. If the Snowtop/Hidden Hollow Area is not annexed into Park City as provided herein, Property Owners shall have the right to proceed to develop the Snowtop neighborhood as a Wasatch County development, as depicted in Exhibit "D."

5.2.1.4 Vehicular Access to Snowtop/Hidden Hollow. Regardless of annexation, if the Action is dismissed with prejudice, there shall be two points of ingress and egress to the Snowtop/Hidden Hollow Area as contemplated in this Agreement. The primary point of ingress and egress shall be via the Keetley Road from Queen Esther Drive to the Snowtop/Hidden Hollow Road. The second point of ingress and egress shall be via Llama Lane to the U.S. 40 West-Side Frontage Road. The second point of vehicular ingress and egress shall not exceed the minimum requirements of a fire apparatus access road as defined in section 10-201 et. seq. of the *Uniform Fire Code*, or as required by the Park City Fire Marshal.

5.2.1.5 Water Rights If the Snowtop neighborhood and the Hidden Hollow area are annexed into Park City and Park City provides water service to the Snowtop/Hidden Hollow Area, then Property Owners shall irrevocably offer to transfer and to cooperate in the exchange of the current point of diversion of approximately 15 acre feet of certified water rights pursuant to Weber Basin Appropriation Water Right No. 3006A-10948(3582).

5.2.2 Roosevelt Gap Development. The 1991 Density Determination contains an approval for a 64 multi-family unit structure at Roosevelt Gap. Property Owners will seek to amend the 1991 Density Determination and shall pursue annexation into Park City of the Roosevelt Gap/Snowpark Hotel Site Development Area (as depicted in Exhibit "E") to allow for the development of one of the following options: (a) a single 105 multi-family unit structure (2,000 sq. ft./unit) at the Roosevelt Gap Development site connected to the Snow Park Hotel Site via a funicular and associated dedication of trail easements and open space (Alternative A) or (b) a five lot single-family home subdivision encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development site, as depicted in Exhibit "O," with limits of disturbance (as established and approved in the Amended Telemark Park Resort), and without funicular connection to the Snow Park Hotel Site but with dedication of trail easements and open space (Alternative B). The parties contemplate pursuing and prefer Alternative A. However, prior to development approval of the Snow Park Hotel Site, Property Owners may, upon written notice to Park City, pursue Alternative B. If Park City does not annex the Roosevelt Gap Development under Alternative A or B as provided herein, then Property Owners have the right to seek development approval of the Roosevelt Gap Development as a five single-family lot subdivision (as depicted in Exhibit "O") without funicular connection to the Snow Park Hotel Site, which would be subject to processing and approval by Wasatch County (Alternative C). Alternatives A and B contemplate annexation to Park City and either Alternative A or B will

be fully pursued, as set forth herein, by Property Owners before pursuing development approval of the Roosevelt Gap Development under Alternative C.

5.2.2.1 Snow Park Hotel Site Density, Use and

Configuration. Under all development alternatives (A, B, and C) for the Roosevelt Gap Development, Property Owners have the right to construct a single, 25 multi-family Park City unit equivalent structure on the Snow Park Hotel Site, which structure will be designed to fall within the maximum height of 45-feet and with architectural treatment that reduces the apparent bulk of the structure in a manner that is similar to the mass, scale and stepping of the 1986 Snow Park Hotel Master Plan Development and is depicted in Exhibit "P" attached hereto. The Snow Park Hotel Site may include support commercial up to five percent (5%) of gross square footage of the Snow Park Hotel Site, along with appropriate amenities. Based on the merits of the design, Property Owners may increase the density at the Snow Park Hotel Site from 25 to up to 35 Park City unit equivalents. However, such increased density shall occur only if: (a) Property Owners transfer the increased density at Snow Park Hotel Site from the Slalom Village Area to Telemark Park Village (outside of the eastern perimeter controlled access gate) and (b) Park City approves the design with increased density, use and configuration, after reasonable review of the plans. Increased density at Snow Park Hotel Site beyond 25 units shall be within Park City's discretion.

5.2.2.2 Alternative A for Roosevelt Gap Development. The

density of the Roosevelt Gap Lodge is contingent on a funicular connection to the Snow Park Hotel Site. With funicular, the density of the Roosevelt Gap Lodge shall not exceed 105

Park City unit equivalents (2,000 sq. ft/unit). The Roosevelt Gap Lodge may also include support commercial space totaling five percent (5%) of the gross square footage of the Roosevelt Gap Lodge and additional appropriate amenities. The visual intrusion of the Roosevelt Gap Lodge shall be minimal as depicted in Exhibit "Q" attached hereto.

5.2.2.3 Alternative B for Roosevelt Gap Development.

Without a funicular connection, Property Owners may develop the Roosevelt Gap Development as a single-family lot subdivision with no more than five (5) lots and no visual intrusion from the vantage point described in Section 5.3.9 *infra*.

5.2.2.4 Annexation Procedure for Alternatives A or B for the Roosevelt Gap/Snow Park Hotel Area. Property Owners shall submit to Park City a complete petition for annexation for the Roosevelt Gap /Snow Park Hotel Area for Alternative A or B, as described in Sections 5.2.2.2 and 5.2.2.3 above, for Roosevelt Gap Development in substantially the same form depicted in Exhibits "E" or "O." The petition for annexation of the Roosevelt Gap/Snow Park Area shall provide for affordable housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be ten percent (10%) of the total number of unit equivalents within the Roosevelt Gap/Snow Park Area. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and City Council have reviewed Exhibits "E" and "O" and found them to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park

City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Property Owners or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 180 days from receipt of a complete petition within which to annex the Roosevelt Gap/Snow Park Development Area. Property Owners shall not submit a competing application for development in Wasatch County during the identified 180-day period. After the lapse of the 180-day exclusive review period, the parties may continue to negotiate annexation, but Property Owners' may withdraw their development application and, at their discretion, elect to pursue development Alternative C. Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier.

5.2.2.5 Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area. If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City unit equivalents, (b) the funicular tramway shall be installed at the earliest opportunity, (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto, (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted on Exhibit ~~"X"~~ attached hereto, and (e) there shall be no overnight parking at Roosevelt Gap Lodge.

jh *N* *Det*

5.2.2.6 Annexation Agreement for Alternative B. If the Roosevelt Gap/Snow Park Hotel Area is annexed into Park City under Alternative B, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Development shall not exceed 5 single-family lots, (b) Property Owners shall make offers of dedication of conservation easements and shall designate building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibits "N" and "O" attached hereto, and (c) the remainder of the Roosevelt Gap/Snow Park Hotel Area shall have dedicated open space and conservation/open space easements as depicted on Exhibit "N" attached hereto.

5.2.2.7 Alternative C for Roosevelt Gap Development. If Park City does not annex the property under either Alternatives A or B, Property Owners have the right to seek development approval under Wasatch County jurisdiction of a single-family lot subdivision with density not to exceed five (5) lots encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development, with designated limits of disturbance, all as depicted and described in Exhibit "O." The parties agree that the resulting five lot subdivision shall be platted and deed-restricted to result in no visual intrusion from the vantage point described in Section 5.3.9. The subdivision identified by this paragraph will be developed within the Roosevelt Gap Development envelope, with limits of disturbance as defined in the Amended Telemark Park Resort or the equivalent approval obtained from Wasatch County. The Park City staff and City Council have

reviewed Exhibit "O" and found it to be generally acceptable as to density, use and configuration.

5.2.2.8 Property Owners Choice of Alternatives. Property Owners must choose between either Alternatives A or B prior to petitioning for annexation to Park City of the Roosevelt Gap/Snow Park Annexation Area.

5.2.2.9 Access to Roosevelt Gap Development. Under Alternative A, as described in Section 5.2.2.2 above, Roosevelt Gap Lodge employee, guest and resident access shall be via a funicular lift, which shall be designed to the reasonable satisfaction of Park City, and constructed at the Property Owners expense. The funicular lift shall begin at the Snow Park Hotel Site. Under Alternative A, vehicular access to the Roosevelt Gap Development from Park City via Keetley Road and through the western perimeter controlled access gate(s), depicted and generally described in Exhibits "B," "C" and "E," shall be limited to service, stock, delivery, and maintenance vehicles. There shall be no guest or employee access to Roosevelt Gap Development under Alternative A via the western perimeter access gate(s). Vehicular access under Alternatives B or C from Park City to the Roosevelt Gap Development shall be via Keetley Road and the western perimeter controlled access gate(s). Ski run access from the Roosevelt Gap Development to and from the Deer Valley ski area is both contemplated and encouraged.

5.2.2.10 Parking at Roosevelt Gap Lodge. Under Alternative A, as described in Section 5.2.2.2, parking at Roosevelt Gap Lodge shall not exceed 50 stalls, with no overnight parking. Property Owners shall grant Park City a parking

enforcement easement, in substantially the form of Exhibit "R," which shall grant Park City public safety personnel the right to enforce the no overnight parking restriction at Roosevelt Gap Lodge. The prohibition on overnight parking at the Roosevelt Gap Lodge solely applies and is applicable to Alternative A for the Roosevelt Gap Development (the 105-multi family unit structure). Under Alternative A, guest and resident parking for the Roosevelt Gap Lodge and Snow Park Hotel Site shall be served by an on site parking facility at the Snow Park Hotel Site. Property Owners may provide for employee shuttle service from the east perimeter gate to the Roosevelt Gap Lodge. Residents or guests within the perimeter gates of the Amended Telemark Park Resort may use the parking facilities at the Roosevelt Gap Hotel Development as limited by the "no overnight parking" restriction.

5.2.2.11 Exclusive Development Alternatives for the Roosevelt Gap Development. Subject to the terms and conditions of this Agreement, Property Owners agree to pursue only Alternatives A, B or C in development of the Roosevelt Gap Development.

5.2.3 Slalom Village. Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq.ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope,

along with four (4) single-family lots, a 20,000 gross square foot Ski Academy, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

5.2.3.1 Annexation Procedure for the Slalom Village Area.

Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City. The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95.

The total ~~affordable~~ employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable employee housing obligation can be satisfied within any unincorporated area of the Property.

The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area.

The complete annexation petition delivered to Park City as outlined above shall be exclusive

to Park City for 120 days, and during such period Property Owners shall not pull building permits. Upon the expiration of the 120 day period, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village

Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent.

5.2.3.3 Development Alternative to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

5.2.3.4 Disconnection of Keetley Road at Slalom Village
Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the

plating of lots in the Little Baldy neighborhood or upper St. Louis neighborhood. Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.

5.2.3.5 Conditions of Development Absent Park City

Annexation. If the Slalom Village Area is not annexed into Park City pursuant to Sections 5.2.3.1 and 5.2.3.2, Property Owners may proceed to develop Slalom Village as a Wasatch County development so long as (a) the Property Owners seek development approval in Wasatch County for density in accordance with the configuration and development restrictions described herein and depicted in Exhibits "C," "F" or "S," (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure prior to the issuance of a certificate of occupancy for any portion of Slalom Village, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the same area designated for dedication and conservation easements shall be preserved by conservation easements granted to and accepted by a public entity or a

private non-profit open space conservancy to the reasonable satisfaction of Park City.

Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

5.2.3.6 Conditions Precedent to Occupancy of Slalom

Village. No portion of the Slalom Village Area may be occupied by residents or guests until the proposed Slalom Village Chair (as approximately designated on the Development Plan) is fully operational. During the Deer Valley ski season, subject to snow, weather and/or other operational conditions, Property Owners commit to the continuous daily operation of the Slalom Village Chair from the issuance of the first certificate of occupancy for any portion of the Slalom Village.

5.2.3.7 Ski Academy. The parties understand and agree that the 20,000 square foot Ski Academy, which the parties anticipate being constructed at Slalom Village, shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Slalom Village Area and/or Amended Telemark Park Resort. Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will similarly limit the level of vehicular traffic on Keetley Road. 

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates, except as limited by Section 5.2.3.4 above. However, parking and internal

circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3 below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.

5.2.3.9 Grade and Width of Keetley Road. The parties understand and agree that the width and grade of Keetley Road from McKinley Gap to Slalom Village area might only be 24 feet wide, and may have a grade of twelve percent (12%). If annexed by Park City, these development standards are deemed sufficient for purposes of constructing a private road, and are acceptable, and the road may be constructed.

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system. No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be

provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

5.2.4 **St. Louis Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the St. Louis neighborhood shall contain a maximum density of 66 single family lots. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The St. Louis neighborhood shall be developed as a Wasatch County development.

5.2.4.1 **Access to St. Louis Neighborhood.** There shall be two principal points of ingress and egress to the St. Louis neighborhood. One of the accesses to the St. Louis Neighborhood shall be via Keetley Road and St. Louis Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the St. Louis Neighborhood shall be via the controlled access gate, in accordance with either Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.5 **Little Baldy Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Little Baldy neighborhood shall contain a maximum density of 60 single-family lots and no more than 10,000 square feet of support commercial. The Little Baldy neighborhood shall have no visual intrusion (into Park City) from the vantage point described

in Section 5.3.9. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The Little Baldy neighborhood shall be developed as a Wasatch County development.

5.2.5.1 Access to Little Baldy Neighborhood. There shall be two points of ingress and egress to the Little Baldy neighborhood. One of the accesses to the Little Baldy Neighborhood shall be via Keetley Road, St. Louis Drive and Little Baldy Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the Little Baldy Neighborhood shall be via the perimeter controlled access gate, in accordance with Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.6 Telemark Park Village. Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

5.2.6.1 Access to Telemark Park Village. Vehicular access to Telemark Park Village shall be only via the frontage road from U.S. Highway 40 at the Mayflower interchange. Telemark Park Village residents and users shall have no vehicular access to Park City via Keetley Road.

5.2.6.2. **Increased Density for Telemark Park Village.** In the event Property Owners choose to develop a five (5) single-family lot subdivision and not a 105 multi-family unit lodge at the Roosevelt Gap Development, Property Owners may increase the density at Telemark Park Village by no more than fifty (50) multi-family units at the Telemark Park Village. Density at the Telemark Park Village may also be increased to satisfy the affordable housing requirements anticipated by this Agreement. Density may also be increased in accordance with Section 5.2.2.1. Any additional units added to the Telemark Park Village, in accordance with this Section, may be developed pursuant to Wasatch County standards, configurations and square footage.

5.3 **Additional Development Requirements.** Any development under the Development Plan for the Property shall be subject to the following additional requirements, if the conditions as set forth in Section 1.2 above are satisfied:

5.3.1 **Timing Of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village.** As more particularly described in Sections 5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation solely as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the petitioned area(s). Property Owners agree not to pursue annexation of the Snowtop/Hidden Hollow

Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period, except as provided herein.

5.3.1.1 Track I for Annexation by Park City. In the event Property Owners have received Wasatch County approval for the recordation of final plats and/or records of survey for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, and Property Owners submit a petition for annexation of the Snowtop/Hidden Hollow Area and/or Slalom Village Area to Park City, as depicted in Exhibits "D," "F" and/or "S," Park City shall have up to 120 days during which to approve the annexation before Property Owners shall be entitled to pull Wasatch County building permits for such development. Property Owners may also submit the petitions for annexation, including the petition for annexation of the Roosevelt Gap/Snow Park Area with such other petitions, simultaneously or prior to the completion of review of a prior petition, provided the Snowtop Neighborhood and Slalom Village Area final plats are ready for recordation in Wasatch County at the time the respective petition is submitted.

5.3.1.2 Track II for Annexation by Park City. In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously. After the passage of the time period in

which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second petition for annexation of an additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snowtop/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended an additional six months at Park City's discretion.

5.3.1.3 Track III for Annexation by Park City. In the event that Property Owners bring one annexation petition for all development areas subject to annexation as set forth herein, with or without plat approval from Wasatch County, Park City shall have one year as provided by applicable law to review and annex such development areas.

5.3.2 Construction Traffic. All construction vehicles for any development for the Property, except the Snow Park Lodge Site (and the funicular tramway to Roosevelt Gap Lodge) shall access the Property from U.S. Highway 40. No construction vehicles shall access the Property, except the Snow Park Hotel Site, from Park City. Construction vehicles shall be permitted on that portion of Keetley Road from McKinley Gap to Queen Esther Drive, solely to improve the Keetley Road pursuant to the building permit (Exhibit "L"), provided the construction vehicles access that portion of Keetley Road from the eastern side of the Property via U.S. Highway 40. Property Owners hereby agree to

grant Park City a public safety easement to enforce traffic restrictions on all private roadways within the annexation area.

5.3.3 Permanent Controlled Access Gates. As designated and identified in the Development Plan and shown on Exhibit "B," Property Owners (at their cost and expense) shall construct, maintain and operate at least two permanent controlled-access gates, which shall be designed so as to restrict access to the Property as described in this Agreement.

5.3.3.1 Design of Permanent Controlled Access Gates. The perimeter controlled access gates shall be designed and constructed as depicted on Exhibit "T," which Park City staff and City Council have reviewed and found to be acceptable as to design operation and approximate location.

5.3.4 Private Vehicular Access Only. Access to the Property from Park City shall be limited as described in Section 5.2 above. The perimeter controlled access gates shall provide for private vehicular access only to property owners and their guests for all areas within the perimeter controlled access gates. Roosevelt Gap Development (Alternative A) shall be limited to service and maintenance vehicles only.

5.3.5 Temporary Gates. The temporary gates shall be constructed of a steel construction (i.e. agricultural-type steel gate), which is manually operated and controlled by padlocks and keys. The temporary gates shall be installed by the Property Owners (at their cost and expense) at (i) the intersection of Queen Esther Drive and Keetley Road and (ii) the eastern perimeter controlled access gate as depicted on Exhibit "B," or the

east end of the Property. The temporary gates shall remain locked at all times and shall not be removed until the issuance of the first single family residential building permit, and the replacement of the temporary gate(s) with permanent perimeter controlled access gates pursuant to Section 5.3.3. During the construction phase of the development of the Property, but for no longer than two years from commencement of construction, Property Owners, may substitute the temporary gates with the permanent perimeter controlled access gates described in Section 5.3.3 and depicted in Exhibit "T."

5.3.6 Secondary Access. As designated on the Development Plan and the Trails and Secondary Access Exhibit attached as Exhibit "U," the Property Owners may construct three types of secondary access roads and trails: (i) a Bicycle/Pedestrian Path; (ii) an Emergency/ Bicycle/Pedestrian Path; and (iii) an Emergency Utility Road. The paths shall be open to the public to the same extent as to residential guests. Except in the case of an emergency, use of any secondary access shall be limited to non-vehicular traffic, such as bicycles, horses, skiers and pedestrians. In addition, the configuration, improvement and maintenance of secondary access shall be as follows:

5.3.6.1 Bicycle/Pedestrian Paths. Bicycle/Pedestrian Paths shall be so controlled as to be unavailable or inaccessible to motorized vehicles, insofar as practical.

5.3.6.2 Emergency/Bicycle/Pedestrian Paths. Emergency/ Bicycle/Pedestrian Paths shall be constructed in a manner not to exceed the minimum requirements necessary to be classified ^{as emergency access} by the Park City Fire Marshal.

5.3.6.3 Emergency Utility Roads. Emergency Utility Roads shall be limited to an eight (8) foot wide paved surface with two (2) foot gravel shoulder on one side and a ten (10) foot gravel shoulder on the other side for a total width not to exceed twenty (20) feet, or such other minimum requirements as shall be required by the Park City or Wasatch County Fire Marshal, as appropriate.

5.3.6.4 Maintenance. Maintenance of all secondary accesses shall be the exclusive obligation of the Property Owners, ^{at record title} ~~future property owners~~ and  homeowners associations within the Property. Upon dismissal of the Action with prejudice, Property Owners shall record in the official records of Summit County and Wasatch County, Utah, a restrictive covenant and equitable servitude relating to the maintenance of the secondary accesses which provides that such maintenance shall be the obligation of the Property Owners, future property owners and/or homeowner's associations. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "V," which covenant shall be added later in the form of an executed and recorded covenant, conditions and restrictions.

5.3.6.5 Crash Gates. At the entrance of Emergency/ Bicycle/Pedestrian Paths and the Emergency Utility Road, the Property Owners shall (at their own cost and expense) construct crash gates which shall be designed in substantially the form attached hereto as Exhibit "W" to allow immediate entry by emergency vehicles and personnel, but to prevent entry by all other motorized vehicles.

5.3.7 Construction and Conveyance of Slalom Village Emergency Utility Road. Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."

5.3.8 Compliance with Park City Resolutions and Ordinances. At a minimum, any application to annex and improve and/or develop the Snowtop/Hidden Hollow Area, the Roosevelt Gap Development and the Slalom Village Area shall comply with Park City resolutions and ordinances in effect at the time a proposal is submitted to Park City for consideration, subject to the limitations of Sections 5.10 and 5.11.

5.3.8.1 With respect to the Slalom Village Area, Snowtop Neighborhood and Roosevelt Gap Alternative C, the parties agree that Park City will annex those areas as platted and recorded in Wasatch County, as to density, use and configuration, including road configuration.

5.3.9 Ridge Lines. With the exception of Roosevelt Gap Development, which is dealt with in Section 5.3.9.1 below and ski lift towers and terminals, no portion of any structure within the Amended Telemark Park Resort shall break the ridge line as viewed from the back deck of the Stew Pot Restaurant 1375 Deer Valley Drive (except for the limited area of the funicular as depicted on Exhibits "E" and "P"). The term "Critical Ridge Line" refers to the ridge line as shown on Exhibit ~~"B"~~ "N".

5.3.9.1 Vantage Point. As to Roosevelt Gap Development, maximum height shall be determined in the field, such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot Restaurant deck at 1375 Deer Valley Drive. The maximum height shall be determined in good faith by the judgment of Park City's Community Development Department.

5.3.10 State Land Leases. The Utah School and Institutional Trust Lands Administration (the "State") is the owner of certain lands located within the confines of the Amended Telemark Park Resort, which lands are identified on the Development Plan. The State and those claiming under it shall have access rights via Keetley Road, and the use of Keetley Road by such persons shall not be a violation of this Settlement Agreement. Property Owners have obtained nine special use leases from the State covering the state lands, which comprise approximately 57 acres. The state leases have terms of 51 years and contain cross-default provisions. The Property Owners have disclosed this Settlement Agreement to the State. The Property Owners shall have the right to seek such amendments and revisions to the state leases from time to time as they deem appropriate (including extensions of the lease term and elimination of the cross-default provisions between unrelated third-party assigns), and the right from time to time to assign individual leases to third parties for development to the extent permitted by the leases and applicable law; provided, however, that the Property Owners' use of the lands covered by the leases during the terms thereof shall be consistent with the Development Plan and this Settlement Agreement, to the extent permitted by the state leases. However, Property Owners agree

that cross default provisions shall nevertheless remain in effect as between the leases in the group covering Parcels 1C, 1D, 2A, 2B, 2C and 2D (Group 1), and also as between the leases in the group covering Parcels 3A, 3B, 3C, and 3D (Group 2), (but not between any lease(s) in Group 1 and any lease(s) in Group 2). Property Owners further agree (subject to applicable law and the terms of the state leases), to associate the Group 1 leases with the Slalom Village development and the Group 2 leases with the Roosevelt Gap development such that the developer of each such development shall have the right and the obligation to cure any defaults in the associated state leases. The Property Owners promptly will provide Park City with a copy of any notice(s) of default from the State under any of the nine leases that have not been previously developed or assigned to third parties for purposes of development. Park City will have the right, but not the obligation, to cure the default if the Property Owners fail to do so, and upon curing the default to receive an assignment of all rights under those state leases as to which notice was given; provided, however, that Park City will have no right to cure such default or receive an assignment of the Property Owners' rights under the State leases if Property Owners are attempting to cure such default or are appealing or in good faith disputing the State's determination of the existence of such default; provided, further, Park City's right to cure and receive an assignment shall at all times be subordinate to the right of Property Owners' lender(s) or mortgagee(s) to cure such default, including such lender(s) or mortgagee(s) right of receiving an assignment of lease or of appealing or in good faith disputing the State's determination of the existence of such defaults; provided, however, that this paragraph shall not limit the State's statutory right to

approve or disapprove any such assignment. If Park City exercises its right to cure, as provided herein, Park City shall have the right to seek and maintain an action for reimbursement against the lessee(s) of the applicable group of leases subject to default to recoup reasonable costs directly associated with cure. The Property Owners will seek the concurrence of the State with the uses of the state lands contemplated herein, and will ask the State to agree to send Park City a copy of any notice of default under a state lease and to allow Park City to exercise its rights specified above, subject to applicable law and the terms of the leases.

5.4 **Plat Notes.** The following notes shall be on all plats and records of survey for all areas west of the eastern perimeter controlled access gate:

NOTES:

1. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
2. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
3. Public safety access and utility easements are hereby dedicated for all roads.
4. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
5. Park City Municipal Corporation is a third-party beneficiary and these plat notes may not be amended without Park City's written consent.

For any plat within Park City, the plat shall contain a public dedication of the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads.

For any plat outside of Park City, a public easement shall be granted over the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads as shown on Exhibit "U."

5.5 Covenants, Conditions and Restrictions. Any homeowners association covenants, conditions and restrictions relating to the Property west of the eastern perimeter controlled access gate shall contain the exact information referred to in Section 5.4.

5.6 Recorded Restrictive Covenant. The perimeter controlled access gates shall limit access from Park City to the Property and vice versa. Upon dismissal of the Action with prejudice, Property Owners shall, as soon as reasonably practical and necessary, record on the official records of Summit County and Wasatch County, Utah a restrictive covenant and equitable servitude relating to the perimeter controlled access gates which provides for the placement of the gates, for the maintenance and use of the gates, and which prohibits the removal or disabling of the gates without the prior written consent of the Property Owners and Park City. No party to this Agreement shall have the authority, unilaterally or otherwise, to remove any controlled access gates, or to otherwise allow non-resident vehicular traffic through the controlled access gates. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "Y".

5.7 **Processing Fees and Charges.** The following processing fees shall be applied to the development of the Property:

5.7.1 Property Owners shall pay all usual, planning and processing fees for the Roosevelt Gap Development, the Snow Park Hotel Site and Hidden Hollow.

5.7.2 Property Owners shall not be obligated to pay initial planning fees for Slalom Village and Snowtop unless Property Owners seek development approval prior to their receipt of approval from Wasatch County.

5.7.3 Property Owners and Park City shall fully cooperate with the annexation process by providing and/or seeking any information reasonably necessary for the review of the areas including, providing the statutory notice required by the *Park City Land Management Code*.

5.7.4 Property Owners shall be required to pay planning, building and impact fees, except as provided herein, for any portion annexed to Park City with appropriate offsets for contributions and improvements and without any duplication of impact fees.

5.7.5 **Impact Fees.** Park City's impact fee ordinances shall apply to all portions of the Property that are currently within the City's corporate boundary and to those portions of the Property that are annexed into Park City. Park City's impact fees are assessed at the building permit application phase. Pursuant to this Agreement, some of the area contemplated for annexation into Park City could in fact be annexed *after* building

permits have been issued by another jurisdiction. In such a case, Park City may not unilaterally assess additional Park City impact fees.

Property Owners shall not petition to annex any portion of the Property into the Park City School District. Park City's School Facilities Impact Fee is a fee charged to offset the impacts of growth on the need for new facilities in the Park City School District. Park City shall not charge a School Facilities Impact Fee for development within that portion of the Property that is not within the Park City School District.

Property Owners intend to serve all of a large portion of the annexation areas with sewer and water facilities that are not part of the Snyderville Basin Sewer Improvement District (SBSID) or the Park City municipal water system. Park City shall not impose water or sewer impact fees on that development within those portions of the Property that are annexed into Park City but that are not served by the Park City municipal water system of the SBSID.

Property Owners are offering to dedicate public access to a significant network of trails and to deed to Park City title to Statutory Warranty Deed and perpetual conservation easements (to the reasonable satisfaction of Park City) to a significant amount of passive open space as a component of their petitions for annexation. This network of trails and dedicated open space is an offer in excess of the trails/open space system that Park City typically requires of Master Planned Developments. Further, the offer specifically contributes trails and open space in a manner that contributes to Park City System Improvements as that term is defined in the Park City Impact Fee Ordinance. As such, once

dedicated, the value of the offered improvements that actually exceeds that typically required in Park City for development approval shall be considered an offset to the Parks, Trails, and Open Space impact fee that is imposed at the time of building permit application.

While Park City impact fees may change from time to time, and while a change in impact fees is not precluded not provided for by this Agreement, the value of the excess open space and trails anticipated herein is in excess of the Parks, Trails and Open Space impact fee calculation for the maximum development anticipated within the annexation areas. Generally, Park City requires Master Planned Developments within its boundaries to leave 60% of the land in open space and requires dedication of a far less extensive and extensively-maintained public access trail system. If all annexation areas are annexed, Property Owners shall be entitled to an offset of up to \$1.118 Million (adjusted by CPI, with a base year of 1995) against the park City's Parks, Trails, and Open Space Impact Fee actually assessed for the value of excess open space and trails that is actually dedicated to Park City.¹ Of the \$1.118 Million offset, \$500,000 is attributable to excess land and trails dedications associated with the Roosevelt Gap/Snow Park Annexation, \$300,000 is attributable to the excess land and trails dedications associated with the Slalom Village Annexation Area, and \$318,000 is attributable to excess land and trails dedications associated with the Snowtop/Hidden Hollow Annexation Area. Offsets will be available annexation

¹ The \$1.118 Million calculation assumes 335 acres zoned Recreation Open Space (pursuant to the *Park City Land Management Code*), with approximately 105 acres dedicated to Park City in fee simple absolute, approximately 177 acres *conservation easements (drafted to the reasonable satisfaction of Park City)*, and approximately ten miles of improved and maintained trails.

area, by annexation area, at the time of application for building permits. Any unused offset from one annexed area may be transferred to another annexed area. Property Owners are not entitled to a rebate of dedicated land or money.

5.8 **Good Faith.** The parties have dealt with each other in good faith and will continue to do so.

5.9 **Discretionary Approvals.** All discretionary approvals required under the *Park City Land Management Code* or any other state or local rule or law, which have not yet been granted or otherwise resolved by this Agreement, must be obtained by the Property Owners in accordance with all applicable state and local regulations.

5.10 **Subsequently Enacted Regulations/Retained Powers.** Property Owners shall comply with all subsequently-enacted state and local rules, laws, ordinances and regulations. Nothing in this Agreement shall limit the future exercise of the police power of Park City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Any legislation which is inconsistent with the terms and provisions of this Agreement shall not be applied to development activities on or about those portions of the Property subject to possible annexation, as appropriate, unless the legislation also has general application to development activity in Park City. Provided however, that for a period of 15 years from the date of this Agreement, no rule, law, ordinance, or regulation subsequently enacted by Park city shall

decrease the density, use, or configuration (including the roads) of the development contemplated by this Agreement.

5.11 **Private Roads.** The parties agree and understand that all roads within the Development Plan will be private at the time of development, subject to specified public easements, and may not meet Park City's public road standards or *Park City Land Management Code* requirements. The private roads within the Development Plan are depicted on Exhibit "B." The Parties agree that roadway corridors will be retained by Property Owners so as to overlay and include the roadways approximately as shown on Exhibit "B," and will not be encumbered by conservation easements, dedicated as open space and may not be included on adjacent plats. Roadway corridors shall generally be 50 feet in width, except where construction requirements, such as cuts, fills, skier bridges and other related structures may require additional width. Property owners will, in such cases, retain as little width as necessary to include such improvements. Roadway corridors may be dedicated to a master homeowners association or special service districts.

5.11.1 **Right to Construct Roads.** The Parties acknowledge and agree that certain roads within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to the areas which are contemplated for annexation, Park City agrees not to interfere with the construction of such roads within the annexation area pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and

contemplated herein, to offer annexation of those areas prior to development. Such roads may be constructed prior to any plat or record of survey approval within the annexation area.

5.12 **Conceptual Plans.** The Parties acknowledge that the structures shown on Exhibits "B," "C," "D," "E," "N," "O" and "P" at Snow Park, Roosevelt Gap and Slalom Village are illustrative concept plans, and are not final architectural plans. Final plans may vary, except that such variations may not violate the defined development envelopes shown on Exhibits "N," "O" and "S." Further, in the case of Snow Park/Roosevelt Gap Development, such variation may not violate the visual impact restrictions in Sections 5.2.2.2 and 5.3.9 and, in the case of the Snow Park Hotel Site, may not violate the massing requirements contained in Section 5.2.2.1. Further, such variation may not violate any explicit requirements of this Agreement.

VI.

DURATION OF APPROVAL

6.1 In the event Park City grants/approves all or any portion of the Property Owners' application to annex and/or develop contemplated herein, the duration of the approval shall conform to the provisions of the *Park City Land Management Code* which exists on the date of approval.

VII.

MISCELLANEOUS PROVISIONS

7.1 **Agreement Binds Successors and Assigns.** Property Owners shall be entitled to transfer and/or assign their rights and obligations under this Agreement to any

purchaser or transferee of the Property. This Agreement shall be binding on the successors and assigns of the Property Owners in the ownership or development of any portion of the Property. Except as reflected on the plat notes, real covenants, equitable servitudes and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and is not intended to be reflected on their individual titles.

7.2 Release of Property Owners From Obligations Under This Agreement. In the event of a transfer of all or any portion of the Property, the Property Owners shall transfer such rights and obtain an assumption by the transferee(s) of the Property Owners' obligations under this Agreement. Upon full and complete transfer of all rights and obligations, the transferee(s) shall be fully substituted as the Property Owners under this Agreement. Except as reflected on the plat notes, real covenants, and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and the Agreement or its terms are not intended to be reflected on their individual titles.

7.3 Effect of Park City Resolution No. 38-92. The terms and provisions of Park City Resolution 38-92 shall not nullify, supersede, or otherwise impair the obligations, benefits or rights provided for and or obtained by this Agreement.

7.4 Notice. Property Owners shall give Park City immediate written notice and copies of any and all documents filed and/or submitted to Wasatch County and/or Summit County concerning any proposed development of the Property. To the extent notice

is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Trans Wasatch Company, L.L.C.: McKay Edwards, President
190 North Main Street, Suite #1
Heber City, Utah 84032

Park City Consolidated
Mines Company Harry Reed, President
P.O. Box 497
Park City, Utah 84060

Copy to: Stephen G. Crockett, Esq.
Giauque, Crockett, Bendinger & Peterson
170 South Main Street
Suite 400
Salt Lake City, Utah 84101

Park City Municipal Corporation Toby Ross
City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Copy to: Jodi F. Hoffman, Esq.
City Attorney
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Copy to: Mark R. Gaylord, Esq.
Sutiter Axland & Hanson
175 South West Temple
Suite 700
Salt Lake City, Utah 84101

7.5 **Enforcement.** In the event Park City or the Property Owners violate the terms of this Agreement, the non-breaching party may, without seeking an injunction and after fifteen (15) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been satisfied.

7.6 **Failure to Exercise Rights.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time that right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council, taken with the same formality as the vote approving this Agreement, no officer, official or agent of Park City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind Park City by making any promise or representation not contained herein.

7.7 **Entire Agreement.** This Agreement, with Exhibits "A" through "Y", constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

7.8 **Fees and Costs of Enforcement.** The prevailing party shall be entitled to recover all of its reasonable attorneys' fees and all costs and expenses necessary to enforce this Agreement.

7.9 **Third Party Representations.** Each party to this Agreement is not liable or otherwise responsible for the other party's representations or statements made to third party individuals or entities.

7.10 **Authority to Execute Agreement.** Each party to this Agreement warrants and hereby represents that the individuals executing this Agreement on its behalf, have full and complete authority to do so.

7.11 **Stipulations of Continuance.** The parties agree that prior to the dismissal of the Action with prejudice, as required under this Agreement, to execute such stipulations or other documents as are necessary to maintain the Action.

7.12 **Captions.** The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise effect the construction of any provisions hereof.

7.13 **Governing Law.** This Agreement and all matters relating thereto shall be governed by, construed and interpreted according to the laws of the State of Utah.

7.14 **Interpretation.** Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement has been drafted with the input of both parties and shall be interpreted and construed as such.

7.15 **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall only affect such other term(s) or

provision(s) of this Agreement as is necessary to preserve the material objectives of the parties.

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By James Ingley
Its Chairman

TRANS-WASATCH COMPANY, L.L.C.

By [Signature]
Its President

PARK CITY MUNICIPAL CORPORATION

By [Signature]
Its Mayor

ATTEST:

Anita Sheldon
Anita Sheldon, City Clerk

APPROVED AS TO FORM:

[Signature]
Jodi Hoffman, City Attorney

setlmm1.pcm

00188648 Bk00328 Pg00684-00771

WASATCH CO RECORDER-ELIZABETH M PARCELL
 1996 AUG 08 13:37 PM FEE \$185.00 BY MMM
 REQUEST: TRANSWASATCH COMPANY LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF	:	
THE APPLICATION OF	:	FIRST AMENDED FINDINGS AND
TRANS-WASATCH COMPANY	:	ORDER ON DENSITY
FOR FIRST AMENDED	:	DETERMINATION
DENSITY DETERMINATION	:	
FOR TELEMAR PARK RESORT	:	

The Board of County Commissioners in and for WASATCH County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its original application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention

PAGE(6) INDEX() ABSTRACT() PLAT() CHECK()

to environmental mitigation, vegetation preservation and revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Wasatch Development Code (adopted June 23, 1979) on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission was somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning Commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Wasatch Development Code (adopted June 23, 1979).

4. Wasatch County established the Jordanelle Special Service District on August 23, 1993, which has the authority to provide sanitary sewer, water distribution, storm drainage, water quality protection, and transportation services with the Jordanelle Basin generally, and on the Telemark Park Resort property specifically. The District has constructed a sanitary sewer line to the project boundary and the Commission

finds that the sanitary sewer pre-condition of the 1991 Density Determination Order has been satisfied.

5. The litigation between the property owner and Park City Municipal Corporation, entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 (the "Litigation") has been settled by the parties. Under the terms of the settlement, Trans-Wasatch has petitioned Wasatch County on June 3, 1996 and Park City on June 13, 1996 for the vacation of Keetley Road through the Property, abandoning all public rights of way that have existed. The vacation process is proceeding simultaneously with the review of the Amended Density Determination. The road will continue to exist as a limited access, private roadway serving the Telemark Park Resort.

6. The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996. The following are an outline only of substantive changes requested:

- A. Reconfigured Transportation Elements:
 - 1. Vacation of Subsequent Gating of Keetley Road
- A. Reconfigured Transportation Elements:
 - 2. Disconnection of Keetley Road
- A. Reconfigured Transportation Elements:
 - 3. Funicular Tramway at Roosevelt Gap
- A. Reconfigured Transportation Elements:
 - 4. Non-Vehicular Transportation Elements
- A. Reconfigured Transportation Elements:
 - 5. Density Transfer
- B. Density Transfer and Employee Housing
- C. Park City Annexation

Also the following is an outline of substantive changes requested in each of the above Exhibits:

Exhibit A Land Use and Area Map, Amended April 1996.

Exhibit B Table I Land Use and Area

Exhibit C Concept Master Plan, Revised April, 1996.

Exhibit D Recreation Amenity and Open Space Exhibit, Revised April, 1996.

00188648 BK00328 Pg00688

Exhibit E Revised Design Guidelines and Building Height Restrictions

Exhibit F Density and Unit Sizes

Exhibit G Road Standards

Exhibit H Recreation Amenity Inventory and Phasing

Exhibit I Parking Requirements

For summaries and detailed presentations of the applicants requested changes in Amended Density Determination, together with Wasatch County Review Engineer Planning/Engineering Review Report, and Wasatch County Planning Department Staff Recommendations see "Density Data Transcript" of joint Wasatch County Commission and Wasatch County Planning Commission public hearing held May 16, 1996.

7. The Amended Density Determination application was accepted by the Planning Department on April 9, 1996, however during the review process it was found that additional information was needed from the applicant such as maps, exhibits, documentation, additional studies and details to adequately complete the review process. These items were requested of the applicant and provided by the applicant during the review process.

8. Subsequent amendments and additional submittals were made throughout the review process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for.

9. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning Commission on May 16, 1991. On June 20, 1996 the Wasatch County Planning Commission voted to recommend approval of the Revised Density Determination as provided in Section 9.3 of the Development Code.

10. The requested reconfigurations in project density and transportation elements within the Project result in a reduction in overall internal traffic within the project.

11. As a private road, Keetley Road is sufficient to meet the requirements of Wasatch County that the project have two points of access for emergency ingress and egress, subject to conditions contained herein.

00188648 BR00328 F500687

12. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

13. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

14. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, Jordanelle Special Services District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

15. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Wasatch Development Code (adopted June 23, 1979), and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Wasatch Development Code (adopted June 23, 1979); specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

00188648 0000328 Pg00688

(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path, and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

16. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20, 1991. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

17. Notice of the public hearing and proposed action by the Wasatch County Commission and Wasatch Planning Commission was published in the Wasatch Wave as required by Ordinance on April 17, 1996, May 8, 1996, and May 15, 1996. The proposed Findings recommended by the Planning Commission and County

Commission were posted for public review in the office of the County Planner, and this matter was brought before the Planning Commission and Board of County Commissioners in a joint hearing May 16, 1996 as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Revised Density Determination. This Revised Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Revised Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels.

The Telemark Park Resort property is divided into five (5) development sites as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

<u>LAND USE</u>	<u>ACREAGE</u>
Open Space; Recreation & Forest Conservation: (Map Symbol: R&FC)	200 acres
Little Baldy Ski Area:	145 acres
Telemark Village Ski Area:	63 acres
Open Space; Forest & Woodland Preserve: (Map Symbol: F&WP)	112 acres
Snowtop/Mont Neef:	48 acres
Roosevelt Gap:	24 acres
St. Louis Gulch:	40 acres
Single Family Neighborhoods: (Map Symbol: SF)	123 acres

Snowtop:	10 acres
Slalom Village:	6 acres
Little Baldy/St. Louis:	107 acres
Multi-Family & Commercial: (Map Symbol: MF&C)	46 acres
Telemark Village:	22 acres
Roosevelt Gap:	12 acres
Slalom Village:	12 acres
Road Right of Ways: (Map Symbol: RRW)	42 acres
Maintenance & Special Purpose: (Map Symbol: M&SP)	3 acres
Total Project Area:	526 acres

2. Density and Units Sizes.

The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 72,000 gross square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

Table II
Units on Development Sites

	Single Family Dwellings	Townhouse/ Cottage	Lodge Condo- miniums	Apartment Condo- minimums	Employ- ee Hous- ing	Commercial Square Footage
Telemark* Village		41	43	82	16	62,000** ***
Snowtop	15					
Slalom Village	5	83				*** ***
Roosevelt Gap			105			
Little Baldy/ St. Louis	126					10,000***
Totals	146	124	148	82	16	72,000
Average Area in Square Feet	na	2,400	2,000	1,000	1,000	na

* Telemark Village density may be increased by one unit for each two units not constructed at Roosevelt Gap and by up to 10 units for up to 10 units not constructed at Slalom Village.

** Telemark Village Commercial includes 20,000 square foot Ski Academy.

*** All multi-family areas may include an additional up to 5% of gross floor area as support commercial. Support Commercial may include restaurants, lobby shops and similar commercial areas which primarily draw their customers from the guests and others staying within a hospitality facility or nearby in the project, but not designed or intended to draw customers from a broader area. In the case of Telemark Village, therefore, such commercial space would be in addition to the non-support commercial allowance of 42,000 square feet which may be designed to draw customers from off-project.

Notes to Table II:

- (a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.
- (b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.
- (c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.
- (d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.
- (e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.
- (f) The Telemark Park Resort, Concept Master Plan, revised June 7, 1996 contains the following flag lots:

Lot #	Driveway length
45	200 feet
80	300 feet

87	500 feet
88	400 feet
99	400 feet
110	350 feet
111	350 feet
127	1,200 feet

which are approved under the following conditions:

- 1. Flag lot driveways and appurtenances are private and are to be maintained (including snow removal) by the home owners association.
- 2. Paved drives will have to be a minimum of 20 feet wide for fire protection purposes to service a single lot, and can be grouped side by side, or combined into a multiple driveway 24' wide to serve two homes.
- 3. In multiple lot configurations the 24' of pavement shall be centered along two side by side 15' wide fee title access strips, and that reciprocal easements be granted each lot owner to the other for access and utility purposes.
- 4. Water mains and fire hydrants should be extended such that a fire hydrant is constructed at the terminus of the driveway as it opens into the building site.
- 5. A hammerhead turn around is constructed in the area of the fire hydrant to facilitate turn around of emergency vehicles.
- 6. A street light be constructed over the fire hydrant,
- 7. Building permits for these lots will be issued only if the permittee comply with all fire code regulations in effect at the time that permit is issued.

3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.

The Roosevelt Gap Lodge is connected to the Snow Park Hotel (in lower Deer Valley) via a funicular tramway with primary lodge guest parking provided at Snow Park in addition to 50 parking spaces on the site at the Roosevelt Gap Lodge. The Lodge size is increased from the 1991 Determination of 64 units to 105 units. These items are shown on Telemark Park Resort, Concept Master Plan, revised June 7, 1996.

4. Reconfigured Transportation Elements: Non-Vehicular Transportation Elements.

The Park City Settlement Agreement creates a contractual obligation on the part of the developer to construct the trails and ski access as non-vehicular transportation elements of the 1991 Determination plans. The obligation to "hard surface" certain trails is part of the agreement. Trails and

ski access are shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7.

5. Reconfigured Transportation Elements: Density Transfer.

The previous 148 unit Little Baldy multi-family density near the center of the project has been moved to outside the East Gate and to Roosevelt Gap, where the funicular reduces traffic; substantial traffic loading is eliminated from interior project roads and from projected generation.

6. Density Transfer and Employee Housing.

The Amendment does not alter the approved Density from 1991 either by unit type or in total. Significant density is proposed to be transferred from the Little Baldy area to Telemark Village on the east end of the project, and to Roosevelt Gap and, to a lesser extent, to Slalom Village. All the conventional Commercial Space has been transferred to Telemark Village.

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots constructed or platted within the project, up to a maximum of 16 employee housing units. Employee housing units are defined as units held permanently for rental on a monthly/long term basis, or such other restriction as may be imposed so as to meet the employee housing commitment developer has made with Park City Municipal Corporation under the litigation settlement agreement. Such units shall be approximately 1,000 square feet and shall be located within the Telemark Park Village development envelope within the project, or elsewhere within a multi-family/commercial development envelope, and shall meet all other requirements for residential construction in Telemark Park Resort.

Employee housing is acceptable to Wasatch County, except in no case can the units be screened or administered by Park City Housing Authority without written agreement by Wasatch County. In no case may the residents be screened to exclude people who do not now live in Park City, or require that they are now employed in Park City.

7. Water System Fire Flow

Building permits for lots will be issued only if the permittee complies with all fire code regulations in effect at the time that permit is issued.

8. Snow Storage

00133648 Bk00328 Pg00694

It is recommended that adequate snow storage be provided along project roadways and adjacent to buildings. A site specific snow storage plan is to be submitted with all preliminary plans subject to approval of Wasatch County and Wasatch County Review Engineer. The following are suggested snow storage requirements which should be utilized within the project:

- With respect to roadways, the 4' shoulder and 4' drainage ditch can be used as snow storage area. In addition to that, snow storage easement outside the right of way line should be provided.
- With respect to buildings, a minimum of 5' adjacent to buildings outside the eave line on land no steeper than 2% slope to be used as snow storage.
- With respect to Parking Lots, an area equal to 15% of the pavement surface area should be reserved for snow storage - this can be provided on the pavement or in adjacent planter areas if the planting can survive the snow loading.

9. Street Lights

Street lights shall be constructed over fire hydrants and at street intersections within the project for public safety reasons. The applicant should submit a street lighting plan for public safety considerations and residents convenience within the project with preliminary plans.

10. Ski Bridges

The Master Home Owners Association shall maintain all ski bridges including ski bridges leading to individual lots.

11. Park City Annexation

The western portion of the project adjoins Park City, and certain services may be more economically provided by Park City. Annexation may be the most appropriate and economical way to provide government services. The Commission is willing to consider the annexation of the western portions of the project. Specifically, the Commission will consider annexation of Roosevelt Gap after approval of this Amended Order of Density Determination, and of Slalom Village and Snowtop after Developer has completed Preliminary or Final Approval (as defined in the Wasatch County Development Code) of those sites under Wasatch County jurisdiction. The Commission would not favorably consider an annexation which does not meet the requirements of, or does not recognize the entitlement of this Density Determination, or which does not maintain Wasatch County control of water quality.

In addition to the municipal annexation, the Commission will review annexations and disconnections from various special service districts involved in providing services which are not provided directly by the County or Park City, such as fire, water, sewer, and similar services in order to provide a high quality of service within the project. Service district annexations and disconnections will be based on logical and efficient extensions, both for the service providers and the project. Depending on how services are provided, the jurisdictional adjustments for each of the annexation areas may be different, and will be considered on a case by case basis. The balance of the project is logically and economically served as a Wasatch County project, and annexation east of Slalom Village would not be favorably considered by Wasatch County under present circumstances.

The Settlement Agreement with Park City requires that the Developer offer certain areas adjacent to Park City for annexation to Park City. The Developer agreed to this on the condition that Wasatch County approved the Density, and certain other planning elements would remain intact. The rationale for Park City's request was that certain areas of the project, as approved, were much too dense or "urban" in character to be located so close to a City and not be serviced by the City. The Developer believes that the annexation area agreed to will provide a workable future boundary between Park City and unincorporated Wasatch County. A substantial open space within the project divides the annexed development parcels from the nearest non-annexed development. There is a rational land use reason for placing the line where proposed.

The Park City annexation is not approved as part of this Amended Density Determination because:

- A. At this time there has been no petition filed with Park City for annexation, and it is not known to be within the Park City Annexation Policy Declaration.
- B. Preliminary and final approval of subdivision plats and/or records of survey, as appropriate for either single family lot subdivisions or multi-family developments, shall be obtained from Wasatch County prior to petitioning annexation of the Snowtop neighborhood and Slalom Village developments to Park City. Recordation of the plats, of filing of the Record of Surveys shall be completed pursuant to Wasatch County approval prior to annexation to Park City. Final Design Approval and Annexation of the Roosevelt Gap development may be sought and petitioned from Park City following approval of First Amended Density Determination.
- C. Park City and Wasatch County shall achieve an agreed upon working relationship on water, fire, garbage, police, and road maintenance.

12. Fiscal Impact

Fiscal impact information provided by the applicant was found to be insufficient to address the impact of the proposed development on the County's general fund. Also it is understood that definitive financial assessments are difficult to make at this time due to the quickly changing nature of the Jordanelle Basin. Amended Density Determination is, however, approved based on conditions contained in IV. PRE-CONDITIONS TO CONSTRUCTION 3. Government Services Plan below.

13. RF-1 Zone Compliance.

Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

14. Phasing Plan.

The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) Prior to the Platting of any units beyond 50% of the total units approved, Developer shall have constructed all of the Phase I Recreation Amenities, and have constructed or bonded for the construction of all the Phase II recreation Amenities.

(c) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to, or with the first Plat, Developer shall construct or bond for all of the Phase I Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units

approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

15. Relation of Roads and Infrastructure to Adjoining Properties.

(a) In conjunction with the settlement of the Litigation, the property owner has obtained agreements from abutting property owners United Park City Mines Company, Land Der Berg, LLC, and Milton L. Weilenmann concerning the maximum densities on their adjoining properties which might logically be served from the roads in Telemark Park. These properties are labeled on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996. These adjoining properties are all of the privately owned land that can be logically served or accessed through the Telemark Park property due to terrain conditions. Utilities and roads will be designed and constructed in a manner that anticipates serving these properties, subject to such line extension agreements as the parties may work out among themselves and approved by Wasatch County. Except for these abutting owners, no other property will be served through, or have access through or by the Telemark Park road system or utilities. Road and utility stubs are not required to be provided to any other property.

(b) In requiring these road and utility stubs to the three adjoining properties, Wasatch County is endeavoring to efficiently plan for future utility services and minimize future costs or duplication of services should development later occur on those properties, and to preserve historic rights of access. Nothing in this Order of Density Determination is intended to, or shall be interpreted as granting or recognizing any specific development rights to those properties, which are owned by third parties.

16. Telemark Park Master Owners Association and Telemark Park Special Service District.

The 1991 Density Determination contemplated the formation of a special service district that included only the Telemark Park Resort property. Most of the intended functions of that district have been assumed by the Jordanelle Special Service District, which covers a larger area. It is now anticipated that the functions and services not provided by the Jordanelle Special Service District, and not provided by Wasatch County generally, will be provided by, and paid for, by the Telemark Park Master Owners Association as described in the 1991 Density Determination, however, certain or all of these functions and services may be provided by a Telemark Park Special Services District.

17. Transfer of Interest.

As a result of a merger dated December 29, 1995, Trans-Wasatch Company, Inc., a Utah corporation, was merged into Trans-Wasatch Company, LLC, a Utah limited liability company. [As a result of a purchase of the property which is subject to these First Amended Findings and Order from Trans-Wasatch Company L.C.C. on June 20, 1996, Deer Crest Associates, L.C., a Utah Limited Liability Company became the owner of the property and the successor entity.] The successor entity succeeds to all the rights, entitlements, and obligations of its predecessor pursuant to Section IX.2.A. of the original Density Determination.

18. Pre-Conditions.

No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section IV of this Order have been satisfied or expressly waived by the County.

19. First Amended Findings and Order on Density Determination.

This "Findings and Order on Amended Density Determination in the Matter of the Application of Trans-Wasatch Company for Amended Density Determination for Telemark Park Resort" supersedes "Findings and Order on Density Determination in the Matter of the Application of Trans-Wasatch Company for Density Determination for Telemark Park Resort" recorded as Instrument No. 158784 December 31, 1991 in Book 237, Pages 241 to 332, Official Records of Wasatch County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Amenities" described in Section VIII.2.C.(a). may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment.

Sewage collection, distribution, and transmission is being provided by Jordanelle Special Services District. Sewage treatment is being provided by Heber Valley Special Services District. This pre-condition is, therefore deemed to have been satisfied.

2. Secondary Access Road - Keetley Road Vacation.

The proposed plan would "privatize the entirety of Keetley Road within the project. Controlled access gates will be placed at east and west ends of the project. In order to satisfy Park City's desire to permanently disconnect the historic right of way so as to preclude the road reverting to use as a public thoroughfare at some future date, Keetley Road will be physically "disconnected" by placing a structure [a multi-family hospitality facility in Slalom Village] across the right of way (after vacation). The structures internal parking may "ramp" between disconnected segments of the road, but through traffic will be precluded.

The formal Petition for the Vacation of Keetley Road in Sections 14, 15, 23, and 24 of Township 2 South, Range 4 East, Salt Lake Base Meridian, Wasatch County, Utah was filed with the Wasatch County Commissioners June 3, 1996, and to Park City on June 13, 1996. The petition requested vacation of Keetley Road, also known as Heber Avenue extending northwesterly approximately 1.5 miles from the terminus of Wasatch County Class B Roadway known as the "L" Line. The matter was set for public hearing June 24 at 4:00 pm at the Wasatch County Courthouse and was published in the Wasatch Wave June 5, 12, and 19, 1996.

In order to satisfy Wasatch County requirements for public safety, there must be two points of ingress and egress to the development. Original Density Determination Approval required that Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure. Amended Density Determination proposes the use of vacated Keetley Road (a private street) into the Deer Valley area of Park City as a secondary access to the project.

Wasatch County recommends approval of the vacation of Keetley Road and the acceptance of the Private Street version of Keetley Road to satisfy "secondary access", upon the following conditions:

- A. Ski Academy is located in Telemark Village.
- B. Replacement of motor vehicle access with a system of public trails within the project: in lieu of motor vehicle access, public access will be provided by a system of public trails as shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.

- C. The following utilities: Pacific Power, Mountain Fuel, U. S. West, and others who may have not have written easements along Keetley Road by virtue of being located in the old roadway must be provided written easements prior to the vacation of Keetley Avenue.
- D. An easement over Keetley Road is to be retained by Wasatch County for emergency traffic.
- E. That a bypass roadway be constructed at the Slalom Village location according to the following Section:
- 24' of pavement with 4' shoulders on each side for a total graded width of 32'.
- sufficient to serve as a secondary emergency access through the project,
- F. That this bypass roadway shall be deed restricted in perpetuity to serve as a "secondary emergency access" for the project,
- G. That this bypass roadway shall perpetually be maintained the projects Master Property Owners Association, and
- H. That the entire roadway through the project consisting of Keetley Road to the Slalom Village, the bypass roadway around Slalom Village, Keetley Road from Slalom Village to the Summit County/Wasatch County line, and Keetley Road in the Park City from the Summit County/Wasatch County line to Queen Esther Drive in Deer Valley be deed restricted in perpetuity to serve as "secondary emergency access" for the project.
- I. That the maintenance of this entire roadway described in Item D. above be guaranteed by the Telemark Park Master Association.

3. Government Services Plan.

The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. The county must know how these services are to be provided, and further provide that the provision of these services can be done in such a way that the taxpayers in incorporated areas are not subsidizing services in unincorporated areas. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or

annexations to, other existing districts, municipalities, or state or federal agencies.

Prior to construction, or with the application for preliminary approval, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term.

Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, if it finds that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties.

All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

1. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

A. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 frontage road through the project to the guard gate in Telemark Village is approximately 1,400 feet in length. The applicant estimates traffic volumes on this portion of project roads at 3,226 A.D.T. at project build out.

B. Private Roads

- Keetley Road from east gate to intersection of St. Louis Drive.
- Little Baldy Drive
- Keetley Road west of St. Louis Drive intersection.
- Snowtop Road
- Snowberry Court
- Lower Acorn Circle
- Upper Acorn Circle
- Pocatello Court
- Boiler Point Circle
- Pioche Place
- Little Baldy Court
- Slalom Court
- Snowtop Circle

C. Road Classifications

The following road classifications are specified within the project.

Road classifications based on Peak ADT

Collector	> 1,200 ADT
Sub Collector	600 - 1,200 ADT
Local	< 600 ADT

Designation of roads:

Collector:

- Keetley Road (Heber Avenue) east of East Guard Gate

Sub-collector:

- Keetley Road from east gate to intersection of St. Louis Drive.
- Little Baldy Drive

Local:

- Keetley Road west of St. Louis Drive intersection.
- Snowtop Road
- Snowberry Court
- Lower Acorn Circle
- Upper Acorn Circle
- Pocatello Court
- Boiler Point Circle
- Pioche Place
- Little Baldy Court
- Slalom Court
- Snowtop Circle

D. Design Standards for Heber Avenue and other County Roads:

4' wide drainage ditch, or additional shoulder

4' gravel shoulder,
 30' of asphaltic or concrete driving surface,
 4' gravel shoulder, and
 4' wide drainage ditch, or additional shoulder
 Total graded width of 46'

Right of Way width shall be a 60'. Right of way width must be widened within the right of way or within easements where necessary to include cut and fill slopes. Right of way width must wider in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

A special design study of Heber Avenue at the Telemark Village must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distances and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour.

E. Design Standards for Service District Roads:

The roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

Collector:

4' wide drainage ditch, or additional shoulder
 4' gravel shoulder,
 30' of asphaltic or concrete driving surface,
 4' gravel shoulder, and
 4' wide drainage ditch, or additional shoulder
 Total graded width of 46'

Sub-collector:

4' wide drainage ditch,
 4' gravel shoulder, or additional shoulder
 26' of asphaltic or concrete driving surface,
 4' gravel shoulder, and
 4' wide drainage ditch, or additional shoulder
 Total graded width of 42'

Local:

4' wide drainage ditch,
 4' gravel shoulder, or additional shoulder

26' of asphaltic or concrete driving surface,
' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Eight foot snow storage areas are to be provided on
shoulders as measured from the edge of the pavement.

The above delineated 8 foot shoulders are being provided
for the following purposes:

- the shoulders give additional travel surface if a
vehicle's wheel gets off of the pavement,
- having a shoulder rather than the drainage ditch
adjacent to the pavement prevents a vehicle's wheel from
dropping into a drainage swale,
- a drainage swale directly adjacent to pavement can
undermine the edge of the pavement due to erosion of the
swale.
- the presence of the shoulder, rather than a drainage
swale adjacent to the roadway should increase the
integrity of the pavement, and reduce pavement
maintenance costs,
- the combined shoulder and drainage ditch provide an
emergency parking area,
- the combined shoulder and drainage ditch provide a snow
storage area,
- the combined shoulder and drainage ditch provides a
construction area for natural gas, power, telephone, and
cable TV utilities, street lights, and fire hydrants.
Gas, power, telephone, and cable TV are not normally
installed under the pavement surface,
- the 8' total width shoulder, and/or shoulder/drainage
swale combination provides room for guard rails where
required.

A typical section for sub-collector roads and local roads
is included herein.

F. Designation of Ownership: The roads within the project
are classified as follows for ownership, maintenance, and
control purposes:

County Roads:

Heber Avenue at the easterly end of the project only.

District Private Roads:

Sub-collector:

- Keetley Road from east gate to intersection of St.
Louis Drive.
- Little Baldy Drive

Local:

- Keetley Road west of St. Louis Drive intersection.
- Snowtop Road
- Snowberry Court
- Lower Acorn Circle
- Upper Acorn Circle
- Pocatello Court
- Boiler Point Circle
- Pioche Place
- Little Baldy Court
- Slalom Court
- Snowtop Circle

G. Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lane on Keetley Road required at the intersection of Keetley Road and Telemark Village Center.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Street Grades: Maximum centerline road grade shall not exceed 10%, except for Keetley Road:

- west of Slalom Village to St Louis Drive, and
 - east of Slalom Village to St Louis Drive,
- where centerline grade shall not exceed 12%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific

recommendations of traffic/civil engineer, subject to approval of county review engineer).

H. Right of Way Widths

Public Roads

Right of way widths for public roads shall be 60' subject to the provision of additional easements for the following purposes outside the 60' right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

Private Roads

Right of way widths for private roads shall be 50' subject to the provision of additional easements for the following purposes outside the 50' right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

A. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows

and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND (gallons)	DEMAND (gallons)	ANNUAL DEMAND (af)	TOTAL** (af)
COMMERCIAL	72*	40	2,880	.225	16.20
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHOUSE/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's

** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that no further water rights may be obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

B. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Unit Type	Peak Day Source Demand and Flows	
	Gallons/Day	
	Winter	Summer
Commercial Space, Per 1,000 sq. ft.:		
	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		

50% of Peak Daily Flow, in gallons: 268,000*
260,000
*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(1) The following fire flow requirements were established in the 1991 Density Determination and are understood as minimum standards. Final requirements for the project will be established in accordance with the criterion in Section V.2.B. (a).

- Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(2) Fire flow storage provided within the development shall be no less than specified by current fire flow rates and durations specified in the current Uniform Fire Code as adopted by Wasatch County at the time of the recordation of each phased portion of the project. Fire storage may therefore be greater than values specified above depending upon the construction phasing of the project.

(3) Fire flow storage for Roosevelt Gap, Slalom Village, and Snowtop developments shall, in addition to Wasatch County requirements, comply with Park City Fire Code standards of general application at the time of construction.

(b) Total Storage Demand:

(1) Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the

minimum required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

(2) Domestic storage provided within the development shall be no less than specified by current standards specified in the current Utah State Drinking Water Standards, and in current Jordanelle Special Services District Standards at the time of the recordation of each phased portion of the project. Domestic storage may therefore be greater than values specified above depending upon the construction phasing of the project.

C. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations, or as established by Jordanelle Special Services District Standards.

(b) Fire Protection and Suppression Requirements:

(1) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior

sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(2) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(3) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(4) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(5) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

3. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

4. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

A. Stormwater Plans.

Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

- Location of all building sites outside of storm water discharge routes.
- Detention Structures.

B. Water Quality Control.

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan.

"The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

- Drain Tunnel Gulch (AKA Telemark Hollow)
- St Louis Gulch
- U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)"

The size and design of the above basins shall be determined based on site specific hydrology, hydraulic and water quality calculations and considerations presented by the developer's engineer with Preliminary Plans subject to review and approval of Wasatch County and Wasatch County Review Engineer.

Based on Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996, detention basins may be constructed at the following locations and sizes within the project to satisfy the above requirements:

Location	Size
• Roosevelt Gap	0.5 acre feet
• Little Baldy #1	0.5 acre feet
• Little Baldy #2	0.5 acre feet
• Little Baldy #3	0.5 acre feet
• Little Baldy #4	0.5 acre feet
• St. Louis #1	3.0 acre feet

- St. Louis #2 2.0 acre feet
- St. Louis #3 2.0 acre feet
- Gordon's Gulch 0.5 acre feet
- Spin-Cycle 7.0 acre feet
- US 40 Basin 10.0 acre feet

Preliminary and final plans for Telemark Park shall include sufficient analysis and documentation, presented to Wasatch County for review and approval, to assure that the proposed mitigation plan is implemented. Commitments shall include design and construction techniques, plans and specifications.

Water Quality plans prepared for Preliminary Plan and Final Plan submission shall be designed in accordance with the following references:

- "Wasatch County Hydrologic/Water Quality Study," Hansen Allen & Luce Inc., June, 1994.
- "Wasatch County, A Guide for Erosion and Sediment Control at Construction Sites, EWP, Draft Report, December 11, 1995"

C. Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District.

D. Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans and construction detail shall be provided in the Final Plans.

DC 188648 Ek00328 Pg00714

All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Neighboring properties that now have a legal right to use the Telemark property for access may not be landlocked. Anticipated properties that may use project roads for access to their property are disclosed in Section III. 15. of this First Amended Density Determination. Terms for the provision of utilities to these properties is also described in Section III. 15. A reimbursement scheme for utility services shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park.

6. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the Application and this Order of Density Determination if they meet the following standards:

1. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7 according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development

Parcels are identified on Land Use and Area Exhibit. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, unless such increase is due to an increased width condition imposed by the County.

2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Unless otherwise approved during the preliminary plan phase of the project, Building envelopes shall be configured

within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i) Topography, (ii) Geology/soils conditions, (iii) Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

3. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

4. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:

Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

Minimum Setbacks MULTIPLE FAMILY:

Front Lot Line: 15 Feet

Rear Lot Line: 25 Feet

Side Lot Line: 10 Feet

Distance from Road Centerline: 40 Feet

No building or structure other than fences shall be built within the setback criteria as described above.

5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum

area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft.	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735

44,001 +

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

MAXIMUM SINGLE FAMILY LOT FLOOR AREA GUIDELINES:			
Lot area increments (sq. ft.)	maximum total floor area (percent)	maximum total floor area (by increment) (sq. ft.)	maximum total floor area (cumulative) (sq. ft.)
up to 11,000	45%	4,950	4950
11,001-22,000	30%	3,300	8250
22,001-33,000	15%	1,650	9900
33,001 +	8%	na	na

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

6. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

00188648 2x00328 P600721

The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

7. SPECIAL GUIDELINES FOR TELEMAR HOLLOW LOT:

The Lot shown on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996 as Lot 127 (previously Telemark Hollow Single Family) shall be subject to the following additional guidelines:

Driveway: The driveway shall conform to flag lot driveway standards and conditions contained herein.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall otherwise conform to single family dwelling height restrictions as revised.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

8. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the mid-point of a roof as measured from the ridge to the intersection of the roof and wall. Natural grade is defined

as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

A. Lodge Condos at Slalom Village: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

B. Commercial at Slalom Village: is to be contained within the Lodge Condo configuration.

C. Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

D. Roosevelt Gap Lodge: Height shall be determined in the field such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot restaurant located at 1375 Deer Valley Drive, Park City.

E. Telemark Village: Height will be restricted by reference to parcels on the Telemark Village, Concept Master Plan, June 7, 1996. Height shall be measured from natural grade as defined above and parcel numbers below are from Telemark Village, Concept Master Plan, June 7, 1996. Building height shall not exceed 38 feet at roof mid-point and 28 feet at eaveline (except gable and dormer ends) on Parcels #1 and #3, 58 feet at mid-point and 48 feet at eaveline (except gable and dormer ends) on Parcel #2, and 48 feet at mid-point and 38 feet at eaveline (except gable and dormer ends) for Parcel #4. Subject to further design discretion of the Planning Commission, Telemark Village structures, or special architectural features of such structures, with special mitigating architectural treatment, may exceed the above height restrictions.

F. Single Family Dwellings: The maximum height of these buildings shall be 33 feet as measured from natural grade, chimneys and roof vents excepted.

9. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

10. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

11. PARKING AND LOADING REQUIREMENTS.

A. General Parking Design Considerations.

Each development site is required to provide its own parking, which shall be under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

(a) No parking spaces shall be located within the setback area of a parcel boundary.

(b) There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

(c) Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

(d) Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

B. Special Provision for Roosevelt Gap:

The litigation settlement agreement in the action entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 contemplates that the parking for Roosevelt Gap, if constructed as approved herein as a 105 unit lodge facility, will be primarily located at the adjoining Snow Park Hotel site in Deer Valley and will be connected to the Roosevelt Gap facility by funicular tramway so that guests and or residents would primarily access the facility from Snow Park. Parking provided in this manner will be acceptable to Wasatch County as meeting the requirement for on-site parking.

C. Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses			
unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-3	1	2
th/c	4+	2	3+*

* where asterisked, one additional space for each two additional bedrooms

00188648 8X00328 P600725

if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

D. Parking for Commercial Uses.

Parking for Commercial and Support Commercial Uses. Parking for commercial space shall be provided in the ratio of 3 spaces per 1000 square feet of commercial building area, which includes employee parking requirements for those areas. This parking requirement does not apply to support commercial as the parking for those uses is accounted for in the residential parking requirements.

E. Parking for Recreational Uses.

Parking for Recreational Uses. Developer shall be required, in the sequence described herein, to provide 25 off street parking spaces in the Telemark Village area suitable for trailhead use. Such spaces may double for the commercial parking requirement at Telemark Village, as the timing of use is anticipated to be reasonably complementary and often related to both commercial and trail facilities.

F. Ski Academy Parking.

Ski Academy Parking shall be as shown below using a ratio of 3 parking spaces per 1,000 sq. ft.

G. Telemark Village Parking

Lodge Condominiums (2,000 sq ft avg)

Type	Units	Ratio	ps	
cv	43		1.5	64
uc	43		0.5	22
Total	43		2.0	86

NOTES:

cv indicates covered offstreet
uc indicates uncovered offstreet

Townhouse Cottages (2,400 sq ft)

Type	Units	Ratio	ps	
cv	41		2	82
uc	41		2	82
Total	41		4	164

NOTES:

cv indicates covered offstreet
uc indicates uncovered offstreet

Apartment Condominiums (1,000 sq ft)

Type	Units	Ratio	ps
cv	82	1.0	82
uc	82	1.0	82
Total	82	2.0	164

NOTES:

cv indicates covered offstreet
uc indicates uncovered offstreet

Employee Housing (1,000 sq ft)

Type	Units	Ratio	ps
cv	16	1.0	16
uc	16	1.5	24
Total	16	2.5	40

NOTES:

cv indicates covered offstreet
uc indicates uncovered offstreet

Commercial (42,000 sq ft)

Type	Units	Ratio	ps
ap	42	3.0	126

NOTES:

ap indicates applicant request

Ski Academy (20,000 sq ft)

Type	Units	Ratio	ps
ap	20	3.0	60

NOTES:

ap indicates applicant request

The following is a summary of proposed parking provided within the Telemark Village

Type of use	ps
Lodge Condominiums	86
Townhouse Cottages	164
Apartment Condominiums	164
Employee Housing	40
Commercial*	126
Ski Academy*	60
Total	640

* using the applicants proposed ratio of 3 spaces per 1,000 sq. ft.

12. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

A. Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills, and shall specify slope angles and construction specifications for both cut and fill slopes.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

In addition to site specific geology and geotechnical recommendations made by project geologists and geotechnical engineers, all project grading work shall be in accordance with provisions of Chapter A33 of the Uniform Building Code, 1994 Edition, or subsequent adopted revision thereto.

B. Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed;

or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

C. Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided. Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer

than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or otherwise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

D. Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

13. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

A. Plant Materials & Application:

Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

B. Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

C. Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall show construction detail for such measures.

D. Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, and will be located in Telemark Village, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

1. OPEN SPACE OWNERSHIP.

The following open space classifications are shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.

A. Forest & Woodland Preserve (F&WP):

Forest and woodland preserve areas will be owned by the Telemark Park Master Owners Association, with restrictive covenants in favor of Wasatch County and/or a conservation organization to guarantee the preservation and maintenance of these natural areas, and prohibiting development on those properties, or dedicated to the public with similar

restrictions. Certain open space preserves, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996. may be dedicated to Park City.

B. Master Association Roadways (RRW):

Private roads will be vested in the Telemark Park Master Owners Association, which will have the power to assess properties within the project for purposes of road maintenance and operation.

Public roads leading to the project will be dedicated to either Wasatch County or the Jordanelle Special Service District, as directed by Wasatch County.

C. Recreation and Forest Conservation:

Recreation and Forest Conservation areas will be owned by the developer, or the Telemark Park Master Owners Association, and may be leased or sold to other private parties, including but not limited to Deer Valley Resort Company, for operation and maintenance of the recreation amenities including ski lifts and ski runs. Conservation easements over certain areas, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996., may be granted to Park City.

D. Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

E. Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

2. RECREATION AMENITIES.

A. Recreation Amenities Defined:

Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are

contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

B. Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

C. Inventory & Phasing.

(a) Pre-Development Recreation Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase, subject to the conditions contained herein.

Alpine Ski Facilities:

Up to 30 Acres of Alpine Ski Runs and trails.

Trails/Nordic Skiing Facilities:

All Class I, II & III Trail, up to 15 Miles Total.

Parking & Guest Facilities:

GC138648 8400329 P200734

Temporary Gravel Surfaced parking for up to 20 vehicles.
Temporary Restroom Facilities (Self Contained, Licensed).
Up to 3 portable warming huts, not to exceed 600 square feet in total floor area.

Pilot Roads and Snow Cat Lanes:

Up to 5 miles of geotechnical investigation pilot roads and snow cat lanes.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to or with the first plat or condominium record of survey recordation.

Alpine Ski Facilities:

Option A (Alpine). If first phase is Roosevelt Gap and/or Snowtop Neighborhood only:

Fife's Run with return to Snow Park Lodge
(Park City)

Option B (Alpine). If first phase is other than or includes other than Roosevelt Gap, and when any area other than Roosevelt Gap/ Snowtop Neighborhood is platted:

Slalom Chairlift Constructed

4 Ski Runs from Slalom Chairlift servicing Roosevelt Gap and Slalom Village.

Adequate snowmaking to cover up to 20 acres.

Trails:

Minimum 3 Miles Class I Trail

Minimum 5 Miles total Class II & III Trail.

Minimum 15 off-street parking spaces at Telemark Village Center suitable for trailhead use (may double as commercial parking).

(c) Phase 2 Recreation Amenities.

DD 138-42 3,00328 P000735

Phase 2 Recreation Amenities must be constructed or bonded for prior to or with platting or record of survey recordation for more than 50% of the residential units in the project.

Alpine Ski Facilities:

Additional ski runs so as to provide approximately 40 total acres.

Additional snowmaking so as to cover minimum 30 acres.

Trails/Nordic Ski facilities:

Additional 3 Miles total class II & III Trail.

Additional 10 Off-Street Parking Spaces at Telemark Village Center suitable for trailhead use, 25 total (may double as commercial parking).

(d) Optional Recreation Amenities:

Optional Recreation Amenities are contemplated by this Density Determination, are depicted or referenced on the Telemark Park Resort, Recreation Amenity Exhibit, revised June 7., may be constructed, but are not required.

Alpine Ski Facilities:

Jordanelle Access Chairlift
Additional Ski Runs, up to 70 acres.
Neighborhood Access Ski Lanes.*
Additional snowmaking, up to 60 acres.

Tennis/Swimming/Health Spa:

2 Regulation Tennis Courts at Roosevelt Gap, Slalom Village, Telemark Village Center, Little Baldy; 8 Total.

Swimming pools @ Roosevelt Gap, Slalom Village & Telemark Village Center, 3 total.

Health Spa Facilities at all multi-family & commercial centers.

Trails:

GD 138-48 8:00328 Pa03736

Up to 15 total miles.

* Note: Neighborhood Access Alpine Ski Lanes are alpine skiing trails connecting development sites and dwellings to major ski runs and trails. Lanes are to be designed to minimize grading impact and must be machine groomable in winter. As alignment will depend upon final lot layout, lanes are referenced but not depicted on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. Lanes are to be shown on Preliminary

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

D. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities

EQ 138648 Ex00328 Pg00737

connected thereto. The parcels shown on the referenced exhibit may not be converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement. Owner also may dedicate such facilities to the public or a non-profit entity subject to approval of Wasatch County.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

E. Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

F. Pre-Development Recreation Amenities:

00188648 Ex00328 Pe00735

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Section VIII.2.c.(a). prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 50 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised, promotional, or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 600 feet.

(g) Geotechnical pilot roads must be within the proposed alignment right of way of project roads.

G. Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading

condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

1. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

A. Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

B. Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

C. An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

D. Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

E. Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

F. Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, the Master Homeowners Association or a Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours

of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

2. LEGAL STRUCTURE OF THE DEVELOPMENT.

A. Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

B. Jordanelle and Telemark Park Resort Special Services Districts.

It is anticipated that the existing Jordanelle Special Services District will operate and maintain the sanitary sewers collection and conveyance facilities, and may operate and maintain the water system and other facilities within the area and the project. Wasatch County may assist, if appropriate, and participate in the creation of a Telemark Park Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain facilities not operated by the Master Association or the Jordanelle Special Services District.

C. Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all private roadways, Master Common Area, and Master Common Facilities such as ski bridges, etc., to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its

assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

D. Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub-common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

E. Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

3. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, the Wasatch Development Code (adopted June 23, 1979) has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):
Determining density standards applicable to a proposed development in accordance with the procedures

set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v)

such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any

00188648 8x00328 Pg00745

amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this 5th day of August, 1996.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

By: *B. H. Probst*
Loren Probst

By: *Keith Jacobson*
Keith Jacobson

By: *Sharon J. Winterton*
Sharon Winterton

Attest:

Brent R. Titcomb
County Clerk

XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, L.L.C., a Utah Limited Liability Company, as the successor to Trans-Wasatch Company, a Utah Corporation, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 2 of August, 1996.

TRANS WASATCH COMPANY, L.L.C.

By: *H. McKay Edwards*
H. McKay Edwards
Chief Operating Officer

ASSIGNMENT OF INTEREST

Pursuant to sale of property subject to the foregoing First Amended Findings and Order of Density Determination, Trans-Wasatch Company, L.L.C., the successor in interest to Trans-Wasatch Company, a Utah Corporation, the

Applicant before the County, hereby assigns all rights connected herewith to Deer Crest Associates L.C., A Utah Limited Liability Company.

Dated this 8 of Aug., 1996.

TRANS WASATCH COMPANY, L.L.C.

By: [Signature]
H. McKee Edwards
Chief Operating Officer

Deer Crest Associates, L.C., a Utah Limited Liability Company, as successor to Trans-Wasatch Company L.L.C., hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing First Amended Findings and Order of Density Determination entered by the Wasatch County Commission.

I
DEER CREST ASSOCIATES, L.C.
By: LCC Properties Group, L.C.
By: [Signature]
David M. Huber, its
Managing General Partner
member

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 8 day of Aug., 1996.

Park City Consolidated Mines
Company,

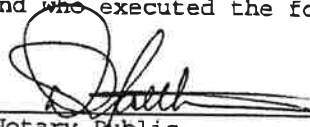
By: [Signature]
Its: President

00188648 Bx00328 Pg00748

STATE OF UTAH)
COUNTY OF WASATCH)

:SS

The foregoing instrument was acknowledged before me this 5th day of August, 1996 by LeRen Provost, Keith Jacobson, and Sharron Winterton who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.


Notary Public
Residing at: _____

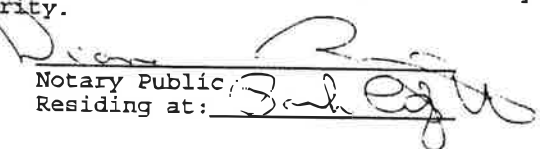
Commission Expires: _____



STATE OF UTAH)
COUNTY OF SUMMIT)

:SS

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by H. McKay Edwards, who is the Chief Operating Officer of Trans-Wasatch Company, L.L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.


Notary Public
Residing at: _____

Commission Expires: _____

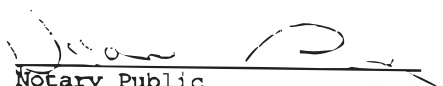
4/3/98



STATE OF UTAH)
COUNTY OF SUMMIT)

:SS

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by Harry Reed, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.


Notary Public

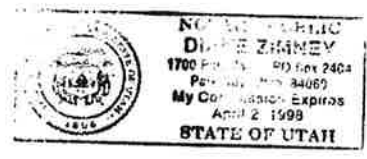
66

00188648 Bk06328 Pg00749

749

Residing at: Paul E. Luber **750**

Commission Expires:
4/2/98

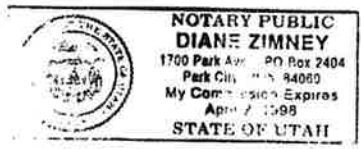


STATE OF UTAH)
COUNTY OF SUMMIT) :ss

The foregoing instrument was acknowledged before me this 21 day of June, 1996 by David M. Luber, who is the Managing General Partner of Deer Crest Associates, L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Paul E. Luber

Commission Expires:
4/2/98



00188648 BR00328 Pg00750

TABLE OF CONTENTS

00133648 8x00328 Pg00751

I. PROJECT SUMMARY.....	1
II. FINDINGS.....	2
III. ORDER OF DENSITY DETERMINATION.....	7
1. Development Parcels.....	7
2. Density and Unit Sizes.....	8
3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.....	10
4. Reconfigured Transportation Elements: Non- Vehicular Transportation Elements.....	10
5. Reconfigured Transportation Elements: Density Transfer.....	11
6. Density Transfer and Employee Housing.....	11
7. Water System Fire Flow.....	11
8. Snow Storage.....	11
9. Street Lights.....	12
10. Ski Bridges.....	12
11. Park City Annexation.....	12
12. Fiscal Impact.....	14
13. RF-1 Zone Compliance.....	14
14. Phasing Plan.....	14
15. Relation of Roads and Infrastructure to Adjoining Properties.....	15
16. Telemark Park Special Service District.....	15
17. Transfer of Interest.....	16
18. Pre-Conditions.....	16
19. First Amended Findings and Order on Density Determination.....	16
IV. PRE-CONDITIONS TO CONSTRUCTION.....	16
1. Sewage Treatment.....	16
2. Secondary Access Road - Keetley Road Vacation ..	17
3. Government Services Plan.....	18
4. Execution by Affected Parties.....	19
V. INFRASTRUCTURE REQUIREMENTS.....	19
1. ROADS.....	19
A. Public Roads.....	19
B. Private Roads.....	20
C. Road Classifications.....	20
D. Design Standards for Heber Avenue and other County Roads.....	20

E. Design Standards for Service District Roads	21
F. Designation of Ownership	22
G. Design Standards for Project Roads	23
H. Right of Way Widths	24
2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS	24
A. Water Rights	24
(a) Quantity of Water	25
(b) Phasing of Water Acquisition	25
B. Water System Capacity and Fire Flows	26
(a) Fire Flows and Storage Demand	27
(b) Total Storage Demand	27
C. Water System Design Standards	28
(a) Storage Location, System Design & Main Depth	28
(b) Fire Protection and Suppression Requirements	28
3. SANITARY SEWER	29
4. STORM WATER AND WATER QUALITY	29
A. Stormwater Plans	29
B. Water Quality Control	30
C. Ownership and Maintenance	31
D. Stormwater Design Criteria	31
5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES	32
6. PUBLIC TRANSPORTATION	32
VI. DEVELOPMENT AND SITING OF IMPROVEMENTS	32
1. DEVELOPMENT PARCELS	32
2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS	33
3. COMMERCIAL SPACE	34
4. SET BACK AND SIDEYARD STANDARDS	34
5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS	35
6. COMBINATION OF LOTS	38
7. SPECIAL GUIDELINES FOR TELEMAR HOLLOW LOT	39
8. BUILDING HEIGHT	39
A. Lodge Condos at Village Center	40
B. Commercial at Village Center	40
C. Little Baldy Ski Academy	40
D. Roosevelt Gap Lodge	40
E. Telemark Village	40
F. Single Family Dwellings	41
9. STANDARDS INCORPORATED INTO RECORDED COVENANTS	41
10. HANDICAPPED/ELDERLY ACCESS	41
11. PARKING AND LOADING REQUIREMENTS	41
A. General Parking Design Considerations	41
B. Special Provision for Roosevelt Gap	41
C. Parking For Residential Uses	42

D. Parking for Commercial Uses.....	43
E. Parking for Recreational Uses	43
F. Ski Academy Parking	43
G. Telemark Village Parking	43
12. SITE PREPARATION, GRADING, AND RE-VEGETATION ..	45
A. Geological Reconnaissance and Geotechnical Analysis	45
B. Site Preparation: Building Areas, and Trails	45
C. Site Grading, Drainage, and Erosion Control and Revegetation	46
D. Grading confined within parcel boundary	47
13. REVEGETATION & EROSION CONTROL POLICIES	47
A. Plant Materials & Application	47
B. Revegetation of Ski Runs, Cut & Fill Slopes	48
C. Erosion Control	48
D. Site Drainage	48
VII. EMPLOYEE HOUSING	49
VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT	49
1. OPEN SPACE OWNERSHIP	49
A. Forest & Woodland Preserve	49
B. District Roadways	50
C. Recreation and Forest Conservation ..	50
D. Public Access	50
E. Open Space Covenant	50
2. RECREATION AMENITIES	50
A. Recreation Amenities Defined	50
B. Conformance to standards	51
C. Inventory & Phasing	51
(a) Pre-Development Amenities....	51
(b) Phase 1 Recreation Amenities.	52
(c) Phase 2 Recreational Amenities.....	52
(d) Optional Recreation Amenities.....	53
(e) Association Common Area Recreation Facilities	54
D. Recreation Amenity Ownership & Operation	54
(a) Developer Primary Owner & Operator.....	54
(b) Master Association May Own and Operate.....	54
(c) Recreation and Forest Conservation Lands.....	54
(d) Alpine Ski Facilities.....	55
(e) Trails/Nordic Ski Facilities.	55

00188448 BK00328 Pg00753

(f) Other Recreation Amenities.....	55
E. Access to Recreation Amenities	55
F. Pre-Development Recreation	55
G. Recreation Amenities Abandonment Plans & Bonds	56
IX. MAINTENANCE AND ADMINISTRATION	57
1. MAINTENANCE AGREEMENT	57
2. LEGAL STRUCTURE OF THE DEVELOPMENT	59
A. Developer's Responsibilities	59
B. Telemark Park Resort Special Services District	59
C. Telemark Park Resort Master Association	59
D. Sub-Associations	60
E. Sale of Development Parcels	60
3. OTHER APPLICABLE LAWS	60
X. DURATION OF APPROVAL	60
XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER	64

00188648 Br00328 Pg00754

LIST OF EXHIBITS

- Telemark Park Resort, Concept Master Plan, revised June 7, 1996.
- Telemark Village, Concept Master Plan, June 7, 1996.
- Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.
- Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.
- Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996.
- LEGAL DESCRIPTION - Telemark Park Property in Wasatch County
- DESIGN GUIDELINES
- TYPICAL ROAD SECTION - WASATCH COUNTY, June 17, 1996

00188648 3400328 P600755

TELEMARK PARK PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" East 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.17 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less; thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less; thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West

00188648 Ex00323 Pg00756

772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 0°30'11" West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the West line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 3 parcels:

Exception #1 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 2 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West

00188648 BR00328 Pg00757

36.70 feet more or less to the point of beginning.

Exception #3 (Frontage Road)

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and Forty-Nine Hundredths (1352.49) feet South 0°09'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45'West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

00188648 BR00328 Pg00758

STATE LANDS - TELEMAR PARK PARCELS (leased parcels included in above legal description)

(McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

(Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

(Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

00188642 800328 Pg00759

DESIGN GUIDELINES FOR TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

00188648 Bk00328 Pg00760

walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

00188648 Bk00328 Pg00762

All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

00188648 Bk00328 Pg00763

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family-commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

00188648 8P00328 Pg00764

All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must be planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building down to a pedestrian scale.

188648 B1328

VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

(3) Underground Parking Design.

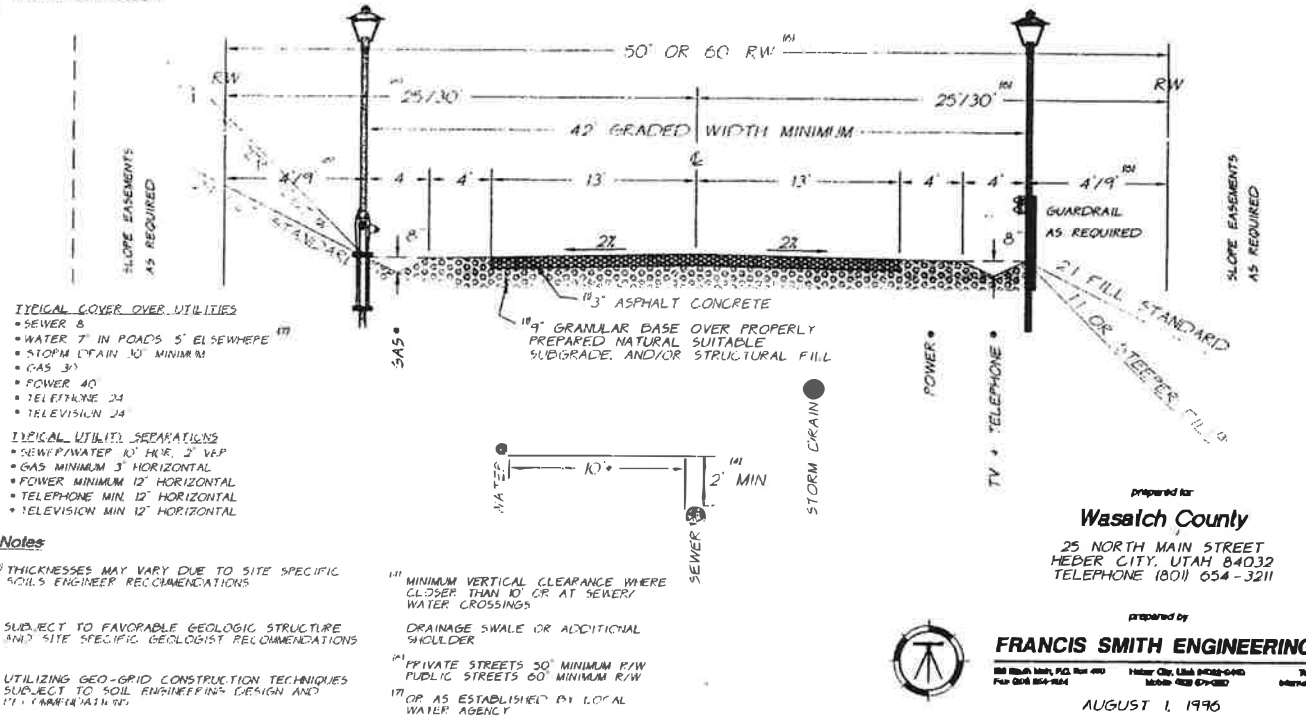
Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

00138648 Bx00328 Pg00767

(NO SCALE)

WHILE SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY ARE USUALLY SHOWN ON ROAD CROSS SECTIONS, THEY ARE NOT SHOWN HERE BECAUSE THEY ARE SHOWN ELSEWHERE ON PROJECT PLANS. THIS TYPICAL CROSS SECTION DOES NOT NEGATE THE NEED FOR PROVIDING FOR PEDESTRIAN TRAFFIC WITHIN THE PROJECT.



25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
TELEPHONE (801) 654-3211

prepared by
FRANCIS SMITH ENGINEERING, INC.

800 828-1818, FAX 800 440-1818 New City, Ltd. 800-840-0410 The 800 854-1818
Fax 800 854-1818 Mobile 800 870-0817 Internet the-800.com

AUGUST 1, 1996

00188648 BK00328 PG00768

WASATCH COUNTY STATE OF UTAH

25 North Main • Heber City, Utah 84032 • Phone (801) 654-3211

BOARD OF COUNTY COMMISSIONERS

KEITH D. JACOBSON

T. LAREN PROVOST

SHARRON J. WINTERTON

July 22, 1996

Wasatch County Commission
25 North Main Street
Heber City, Utah 84032

Gentlemen:

Attached hereto is the recommendation from the Wasatch County Planning Commission regarding the Telemark Park subdivision. The recommendation is in two parts: First, the motion which approved the recommendation and second, the Order itself.

Please note that the Planning Commission expressed grave concern and deep reservations about road abandonment and any annexation of Wasatch County by Park City. The recommended First Amended Findings and Order was not approved without a motion stating directly the Planning Commission's concern and opposition to this part of the application.

The Planning Commission asked that you consider these issues carefully before granting approval for this project.

At the special Wasatch County Planning Commission Meeting on June 26, 1996, the following motion was made regarding the Telemark Park proposal:

T. Laren Provost made a motion that we accept the density package for Telemark Park and that we oppose the annexation to Park City. Vicci Gaspmyer amended the motion to state that the foregoing motion include that the Planning Commission also recommend that the Wasatch County Commission study and evaluate the road closure and that it be noted that

OC188648 BR00328 Pg00769

CLERK AUDITOR
BRENT E. TITCOMB

RECORDER SURVEYOR
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURGESS

TREASURER
KAROLYN KIRKHAM

ATTORNEY
DAN M. MATTHEWS

JUSTICE COURT JUDGE
BLAIN WYLLON

769

the Planning Commission is not in favor of the road closure. Ernest T. Giles seconded the motion which passed unanimously.

Sincerely yours,

Claude R. Hicken

Claude R. Hicken
Planning Commission Chairman

00188648 Sk00328 Pg00770

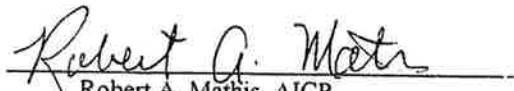
CERTIFICATION OF PROCESS

Telemark Park Resort First Amended Findings and Order of Density Determination

Pursuant to and in conformance with provisions of section 9-3 of the Wasatch County Development Code, the above-referenced Amended Density Determination came before the Wasatch County Planning Commission and Board of County Commissioners on the dates and pursuant to the notices and process described herein:

- A. A joint public hearing before the Planning Commission and County Commission was held May 16, 1996, pursuant to notice published in *The Wasatch Wave* on April 17, May 8, and 15, 1996. Deliberations before the Planning Commission were continued to June 20 and 26, 1996.
- B. On June 26, 1996, the Planning Commission unanimously voted to forward the proposed Amended Density Determination together with a statement of policy relative to certain issues as shown on the attached letter from the Planning Commission Chairman.
- C. The Board of County Commissioners heard the recommendation of the Planning Commission on July 22, 1996, and unanimously adopted the Findings and Order of Amended Density Determination, a complete copy of which is attached hereto.
- D. A true and complete copy of the First Amended Findings and Order of Amended Density Determination for Telemark Park Resort, as adopted by the Wasatch County Commission, was posted on August 5, 1996, at the Wasatch County Courthouse.

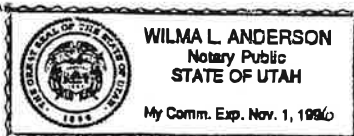
DATED this eighth day of August 1996.


Robert A. Mathis, AICP
Wasatch County Planner

Subscribed and sworn to before me this eighth day of August 1996.


Notary Public
My Commission Expires November 1, 1996

P.L. Telemark A.B.



00188648 Br00328 Pg00771

When Recorded, Return To:

Steven P. Mehr
Ballard Spahr LLP
201 So. Main, Suite 800
Salt Lake City, UT 84111-2221

APNs: More particularly described on Exhibit A and Exhibit B

PARTY WALL AND EASEMENT AGREEMENT

THIS PARTY WALL AND EASEMENT AGREEMENT (“Agreement”) is made this ____ day of May, 2023, by and between Deer Crest Associates I, L.C., a Utah limited liability company, a Utah limited liability company (“Deer Crest I”), and Deer Hollow Development, L.L.C., a Delaware limited liability company (“Deer Hollow”), who are herein sometimes collectively referred to as the “parties”, and each individually, a “party”, which shall also refer to the heirs, successors in title, mortgagees, lessees, and assigns of the parties.

RECITALS

A. Deer Hollow is the owner of the real property (the “Deer Hollow Parcel”) described on Exhibit A, attached hereto and incorporated herein by reference, on which stands a building hereinafter referred to as the “Founders Place Phase 1.”

B. On the date hereof, Deer Crest I is the owner of the real property (the Deer Crest I Parcel”) described on Exhibit B, attached hereto and incorporated herein by reference, on which stands a building hereinafter referred to as the “Founders Place Phase 2.” The Deer Crest I Parcel and the Deer Hollow Parcel are collectively referred to herein as the “Parcels.” The Foundes Place Phase 1 Building and the Founders Place Phase 2Building are collectively referred to herein as the “Buildings.”

C. The Deer Hollow Parcel and the Deer Crest I Parcel have a coterminous boundary along their common lot line, and the Founders Place Phase 1 Building and the Founders Place Phase 2 Building share a dividing wall (the “Common Wall”), which Common Wall is approximately depicted on the drawing attached hereto as Exhibit C and incorporated herein by this reference.

D. Deer Hollow is the Declarant under that certain Declaration of Condominium for Founders Place Condominiums was recorded in the Office of the Wasatch County Recorder on July 5, 2022, as Entry No. 521737, Book 1415, at Page 0308, as amended from time to time (the “Declaration”) that encumbers the Deer Crest I Parcel and the Deer Crest II Parcel.

E. The parties have agreed to enter into this Agreement with respect to the Common Wall.

AGREEMENT

NOW, THEREFORE, it is mutually covenanted and agreed, in consideration of the covenants and conditions and mutual promises contained herein, by the parties as follows:

1. **Declaration of Party Wall.** It is mutually agreed and declared by the parties that the Common Wall shall be a “party wall” for the common benefit of both parties, and the parties covenant and agree one to the other that they shall not hereafter take a position or make any claims of right, title or interest in and to the Common Wall or the land upon which the Common Wall is constructed, which is inconsistent with the declaration herein contained, nor shall they bring any action or make any claim for encroachment of the Common Wall on their respective Parcels. Notwithstanding anything herein provided to the contrary, it is mutually agreed that no part of the fee title ownership of respective Parcels shall be transferred or conveyed in or by this Agreement.

2. **Maintenance.** Subject to the Declaration, each party shall be solely responsible for the non-structural repair and maintenance of the interior surfaces of the Common Wall located within the improvements on such party’s Parcel. Each party will be responsible to maintain any structural element or member of its particular Building, such as the roof or building fascia, which may cause injury or deterioration to the Common Wall. If either party deems it necessary to repair or rebuild the whole or any portion of the Common Wall in order to preserve the structural soundness and integrity of the Common Wall as a load-bearing wall of the respective Buildings, then the expense of such repairing or rebuilding shall be borne equally by the parties as to so much and such portion of the Common Wall as may at the time of rebuilding or repairing be used in common for party wall purposes, and that whenever the Common Wall, or such portion thereof, shall be rebuilt, unless otherwise agreed, it shall be erected of the same size, and the same or similar material, and of like quality as the present wall, unless the building codes and other regulations then in effect require otherwise, in which event such codes and regulations shall control. In the event one party deems it necessary to repair or rebuild the whole or a portion of the Common Wall to ensure structural soundness and integrity unless done for any reason specific to the party’s use of their own Parcel, the party making such repairs shall invoice the other party requesting payment of half (1/2) the costs and the other party shall pay such costs within sixty (60) days of receiving invoice. The parties shall have an easement to make such structural repairs as specified in Section 8 of this Agreement. If a party repairs or rebuilds the whole or a portion of the Common Wall to ensure structural soundness and integrity for any reason specific to the party’s use of their own Parcel (including, without limitation, constructing additional levels, stairways, elevators, etc.) that party shall bear all costs associated with such repairs.

3. **Use.** Subject to the Declaration, the parties mutually agree that each shall have the right to the full structural use of the Common Wall for whatever purposes they choose to employ it; provided, however, that any such structural use shall not infringe on the rights of the other party to so use the Common Wall or their quiet and peaceful enjoyment of the Common Wall and shall not negatively affect the interior surface of the other party without such party's prior consent, and that with respect to the sides of the Common Wall next to the respective Building (interior side) then each party shall have, subject to the full structural use above, the exclusive right to the use and benefit of its interior surface including, without limitation, the right to place signs, paintings, murals, attach fixtures and/or personal property thereto.

4. **Alterations and Additions.** Subject to the Declaration, either party may insert, join or otherwise fasten to or through the Common Wall, its timbers, beams, cables, furring strips, drywall, floor joists or other structural supports as may be necessary or desirable in connection with such party's construction, use, renovation or occupancy of its respective Building and any additions thereto so long as no such actions impair the structural soundness and integrity of the Common Wall as initially constructed and do not negatively affect the interior surface of the other party unless such other party's consent has been given prior to any such action.

5. **Destruction, Removal and Rebuilding.** Subject to the Declaration, no party shall have the right to tear down or otherwise remove the Common Wall without the express written consent of the other. It is further agreed that in the case of damage or destruction of the Common Wall by fire, accident or any other cause, including acts of God, this Agreement shall survive any such event and either party may repair or rebuild the same and the expense of rebuilding or repairing, shall be borne equally by the parties. The parties shall have the right to demolish or otherwise remove their respective Buildings upon giving the other party thirty (30) days written notice so long as such actions are done in a manner causing no degradation of the structural weather soundness and integrity of the Common Wall. In the event that both Buildings are ever razed or destroyed, this Agreement shall at the option of either party be null and void and the common lot line as shown on Exhibit C shall be so recognized by the parties.

6. **Insurance.** Subject to the Declaration, the parties each agree to acquire and maintain Fire and Extended Coverage policies of insurance with a company or companies licensed and qualified to do business in the State of Utah, insuring the Common Wall in the full amount of its replacement value.

7. **Collection of Amounts which may Become Due Hereunder.** Subject to the Declaration, in the event any party hereto may expend any money or incur any obligations in respect of the Common Wall in furtherance of the provisions of this Agreement, the party advancing such funds or required to incur any obligation hereunder, shall demand the payment of such funds or the performance of the obligation from the other party. If such other party shall refuse or shall not pay or perform as required, then the party that has paid or performed shall have the right to record a lien against the Parcel of such defaulting party and shall have the further right to foreclose such lien against the Parcel in accordance with the mortgage foreclosure statutes and rules of civil procedure of the State of Utah, and such party shall also be awarded its costs, statutory interest and attorneys fees incurred in the filing and enforcing of such lien. It is provided, however, that any such lien shall be junior in priority to the lien of any mortgage or deed of trust given for value which shall be recorded before any lien pursuant to this section shall have been recorded.

8. **Easement for Party Wall.** Subject to the Declaration, the parties shall have and are hereby granted an easement in and limited right of possession of the Common Wall and the Parcels as may be reasonably necessary to the parties' use of the Common Wall, and for maintenance, repair, alteration, addition and rebuilding as provided in this Agreement.

9. **Covenants Running with the Land.** Subject to the Declaration, the parties mutually agree that this Agreement, and the covenants and agreements herein contained, shall be

perpetual and shall at all times be construed as covenants running with the Parcels, and that without further deed or act, the rights, duties and obligations herein contained shall pass to the person entitled by the terms hereof as an appurtenance to the respective Parcels; provided, however, that no part of the fee title to the land upon which the Common Wall is erected shall pass to or from either party to the other. Moreover, the covenants and easements created herein shall benefit and burden the respective Parcels as described in this Agreement.

10. General.

10.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in title, mortgagees, lessees and assigns.

10.2 Declaration. The Parties hereby confirm that this Agreement shall be subject to the covenants, conditions, and restrictions provided for in the Declaration and in the event of any inconsistency between this Agreement and the Declaration, the Declaration shall control.

10.3 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof, and whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

10.3 Utah Law. This Agreement shall be construed under and in accordance with the laws of the State of Utah as an agreement between residents and domiciliaries of the State of Utah and an agreement with respect to Utah real property.

10.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.5 Time of Essence. Time is of the essence of this Agreement and for performance of the covenants and agreements herein contained.

10.6 Remedies and Attorneys' Fees. Should any party hereto fail or neglect to perform in accordance with the terms of this Agreement, the non-defaulting party shall be entitled to all remedies as may be available at law or in equity, including, but not limited to, specific performance, injunctive relief, contribution, the right of set-off, the return of money advanced and damages, all of which shall be cumulative, and should any party hereto employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

10.7 Recording of Agreement. This Agreement shall be recorded in the Wasatch County Recorder's office.

10.8 Amendment. This Agreement may be amended only in writing by the signatures of all of the owners of both Parcels. Such Amendment shall be valid from and after the date it is recorded in the office of the Wasatch County Recorder.

[Signature page follows.]

IN WITNESS WHEREOF, Deer Crest I and [Deer Crest II] have executed this Agreement as of the year and date written above.

Deer Hollow:

DEER HOLLOW DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Deer Crest 1:

DEER CREST ASSOCIATES I, L.C.
a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is the _____ of DEER CREST ASSOCIATES I, L.C., a Utah limited liability company, and acknowledged to me that said company executed the same.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the _____ of _____, a Utah limited liability company, and acknowledged to me that said company executed the same.

Notary Public

EXHIBIT A

(Legal Description of the Deer Hollow Parcel)

That certain real property located in Wasatch County, Utah, specifically described as follows:

LOT 1, FOUNDERS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 5, 2022, AS ENTRY NO. 522735 IN WASATCH COUNTY RECORDER'S OFFICE.

APNs: 00-00217718, 00-0021-7709, 00-0021-7710, 00-0021-7702, 00-0021-7721, 00-0021-7711, 00-0021-7700, 00-0021-7703, 00-0021-7704, 00-0021-7713, 00-0021-7705, 00-0021-7706, 00-0021-7715, 00-0021-7707, 00-0021-7699, 00-0021-7717, 00-0021-7708

EXHIBIT B

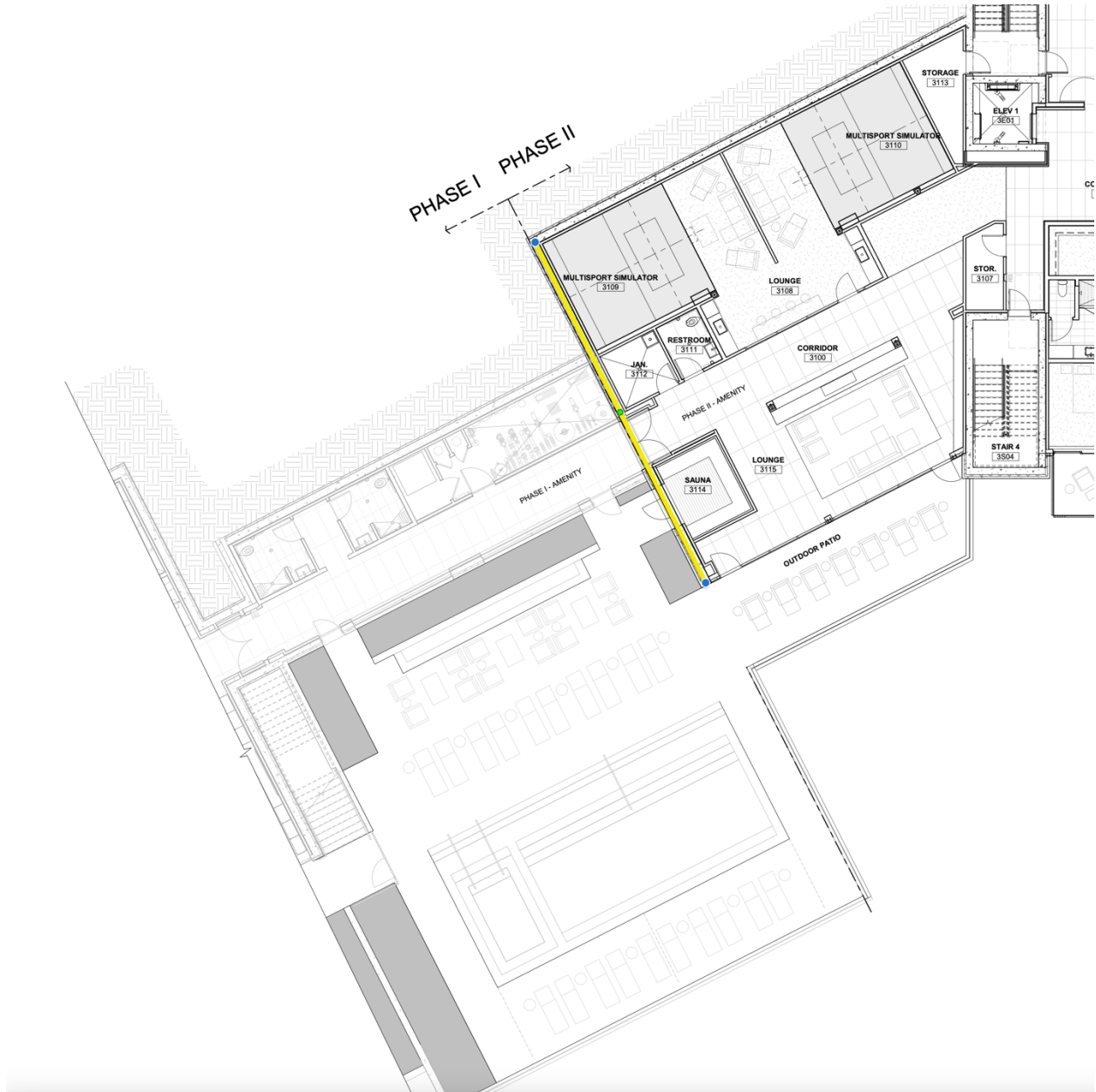
(Legal Description of the Deer Crest I Parcel)

That certain real property located in Wasatch County, Utah, specifically described as follows:

LOT 2, FOUNDERS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT
RECORDED July 5, 2022, AS ENTRY NO. 522735 IN WASATCH COUNTY RECORDER'S
OFFICE.

EXHIBIT C

(Depiction of the Common Wall)





Planning Department

January 12, 2022

Deer Crest Associates I, LC
1375 Deer Valley Drive STE 105
Park City, Utah 84060
435-714-0267

CC: Bill Fiveash

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: Parcel 00-0021-01977 in Wasatch County

Zoning District: Recreation Commercial within a Master Planned Development

Application: Modification to a Master Planned Development
Conditional Use Permit

Project Number: PL-21-05056; PL-21-04917

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: January 12, 2022

Project Summary: The Applicant proposes to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area in three phases.

Action Taken

On January 12, 2022, the Planning Commission conducted a public hearing and approved the Founders Place Modifications to a Master Planned Development and Multi-Unit Dwelling Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299



Planning Department

square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.

3. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
4. On October 27, 2021, the Planning Commission conducted a work session on the project.
5. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
6. On November 10, 2021, the Planning Commission visited the site.
7. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
8. On December 8, 2021, the Planning Commission reviewed the project, conducted a public hearing, and continued the item to January 12, 2022.
9. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
10. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
11. In 1991, the Wasatch County Commissioners approved the Density Determination.
12. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
13. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
14. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
15. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:



Planning Department

- a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
 - b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
 - c. Four Single-Family Dwellings
 - d. A 20,000-square-foot ski academy
 - e. A ski chairlift located within a 1,100-foot radius of the primary village structure
 - f. Support commercial up to 5% of the gross square footage and appropriate amenities
16. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
 17. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
 18. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
 19. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
 20. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
 21. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
 22. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
 23. The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.
 24. The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination. Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).
 25. The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the



Planning Department

Residential Unit Equivalents of an MPD and are therefore exempt from project Density.

26. The Proposal Complies with Setbacks. The minimum Setback around exterior boundaries of an MPD is 25 feet. In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination: a 40-foot Setback from the road centerline; a 25-foot Rear Setback; a 10-foot Side Setback.
27. The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), a side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official.
28. MPDs must contain a minimum of 60% Open Space. The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 72%.
29. Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.
30. The Applicant Proposes Reduced Parking. The 1995 Settlement Agreement ¶ 5.2.3.10 requires that *Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s).* . . . ¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.
31. The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.
32. The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.
33. The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker



Planning Department

Tower and concludes that the appropriate parking ratio for similar projects is 1.5 parking spaces per unit.

34. The Applicant's Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.
35. The Applicant's Transportation Demand Management Plan proposes the following:
 - a. Ski-in Ski Out Access – guests will access Deer Valley Resort on the Mountaineer Express Chair.
 - b. Public Trail Access – the property is adjacent to the Village Trail, which connects to the Park City trail network.
 - c. Reduced Parking – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
 - d. Shared Ride Service – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations on Main Street.
 - e. Grocery Delivery – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
 - f. Onsite Ski Valet – offered so guests do not have to drive into town to rent equipment.
 - g. Pre-Ski and Après Ski Activities – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.
36. LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.
37. The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.
38. Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest.
39. The Applicant Requests Modifications to Building Height Approvals. The First Amended Density Determination ¶ 8.A outlines the following roof and height regulations for the property: *Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside*



Planning Department

walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

40. The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level.
41. Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels, five levels in some places.
42. The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:
 - (1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
 - (2) Buildings are positioned to minimize visual impacts on adjacent structures.
 - (3) There is adequate landscaping and buffering from adjacent properties and uses.
 - (4) Increased Setbacks and separations from adjacent properties are proposed.
 - (5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
 - (6) Increased Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review.
43. The Applicant provided an exhibit that states the proposed Founders Place design reduces the overall impact to the site and does not increase square footage or building volume, buildings are positioned to minimize visual impacts to adjacent structures, there is adequate landscaping and buffering from adjacent properties, the project includes increased setbacks and separations, more than minimum Open Space is provided, and the Building Height is designed in a manner that provides a transition in roof elements.
44. The Modifications to the Site Plan Comply with the Land Management Code. The Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.



Planning Department

45. Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.
46. On February 8, 2017, the Planning Commission reviewed a proposed amendment to the Settlement Agreement to remove the requirement that Deer Hollow be disconnected. The Planning Commission continued the discussion to March 22, 2017. On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. On June 15, 2017, the City Council approved the Settlement Agreement amendments. On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County.
47. The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:
 - Deer Hollow Road is no longer required to be disconnected
 - Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
 - Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
 - The public may use Deer Hollow Road
 - For an evacuation necessary to protect human life
 - A natural disaster
 - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
 - The public may not use Deer Hollow Road for non-life endangering causes like
 - Traffic congestion
 - Delays caused by weather
 - Public or private events and gatherings
 - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City



Planning Department

- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense
- 48. The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements.
- 49. The Proposal Complies with the Sensitive Land Overlay.
- 50. The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan.
- 51. ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.
- 52. However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent. The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on January 13, 2022. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.
- 53. The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development.
- 54. The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.
- 55. The developer estimates that initial sales will generate \$300,000,000, thus resulting in an initial \$1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of \$3,750,000, the ongoing annual transfer fee is estimated to be \$37,500.
- 56. The Proposal Complies with Mine Hazard Requirements. There are no known mine hazards on the property.
- 57. The Proposal Complies with Historic Mine Waste Mitigation Requirements
- 58. The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all



Planning Department

available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . ."

59. The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
60. The Proposal Complies with the General Plan. Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. "Future planning in the neighborhood should be directed toward maintaining the world-class resort experience."
61. The Proposal Complies with Historic Site Protection Requirements. The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.
62. The Proposal Strengthens and Enhances the Resort Character of Park City. Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.
63. The Proposal Incorporates Sustainable Features. The Applicant's submittal ¶ 2.11 outlines the following sustainable features:
 - a. Integrating the building into site topography, minimizing the building footprint, and maximizing open space
 - b. Maximizing passive solar orientation
 - c. Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
 - i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
 - ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
 - iii. Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
 - iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
 - v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials
 - d. The Applicant also proposes no gas fireplaces or cooking for residential units.



Planning Department

64. Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.
65. The Applicant proposes developing the project in three phases:
- a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
 - i. Housing unit count: 32
 - ii. Gross square footage: 158,813
 - iii. Construction start date: spring 2022
 - b. Phase II: Building 3
 - i. Housing unit count: 19
 - ii. Gross square footage: 89,422
 - iii. Construction start date: spring 2023
 - c. Phase III: Building 4 and associated pedestrian bridge
 - i. Housing unit count: 27
 - ii. Gross square footage: 114,222
 - iii. Construction Start Date: spring 2024
66. The staff report is incorporated herein.

Master Planned Development Conclusions of Law

The Master Planned Development, as conditioned:

1. complies with all requirements of the Land Management Code;
2. meets the minimum requirements of Section 15-6-5;
3. provides the highest value of Open Space, as determined by the Planning Commission;
4. strengthens and enhances the resort character of Park City;
5. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. provides amenities to the community so that there is no net loss of community amenities;
8. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
9. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;



Planning Department

11. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
12. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
16. addresses and mitigates traffic.

Conditional Use Permit Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
2. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage



Planning Department

- shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.
3. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
 4. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
 5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
 6. Approval of this Master Planned Development is subject to LMC Chapter 15-6 *Master Planned Developments* and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.
 7. The approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
 8. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
 9. The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.
 10. The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
 11. Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.
 12. Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.



Planning Department

13. The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.
14. The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.
14. Final building plans at the time of building permit application shall comply with the Current Roof Design reviewed and approved by the Planning Commission on January 12, 2022.
16. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
17. Retaining walls on site shall not exceed heights as reviewed by the Planning Commission on January 12, 2022. Final landscape plans shall ensure that all retaining walls exceeding eight feet in height are shielded from view from Deer Hollow Road as determined by Planning Staff. Final building plans shall include landscaping features that diminish exposed concrete walls and retaining walls. Additional landscaping shall be provided at the base of Building 3 in Phase II to mitigate exposed concrete. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade showing compliance with the retaining wall heights reviewed by the Planning Commission on January 12, 2022.
18. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
19. The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
20. Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with



Planning Department

a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

21. Delivery and service vehicles shall access the site at the small surface lots or within parking garages.
22. Trash and recycling facilities shall be within the enclosed parking garages.
23. Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.
24. Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.
25. Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.
26. Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.
27. Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.
28. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
29. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
30. The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.
31. Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.



Planning Department

32. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
33. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
34. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
35. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
36. The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit written approval to the Park City Planning Department and Chief Building Official and Fire Marshal for review and inclusion in the project file prior to ~~January 27, 2022, and prior to any City Council action on the Founders Place Subdivision or Founders Place Condominium Plat.~~
37. The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan.
38. Mechanical equipment shall be screened according to the requirements of the Land Management Code.
39. The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
40. All units shall install low-flow plumbing fixtures. All units shall install low-flow plumbing fixtures. No gas fireplaces or cooking appliances will be provided to residential units. The final project shall achieve LEED™ Residential BD+C Multifamily certification or similar equivalent or improved certification as approved by the Sustainability Department within 18 months the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:



Planning Department

- i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
- ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
- iii. Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
- iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
- v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

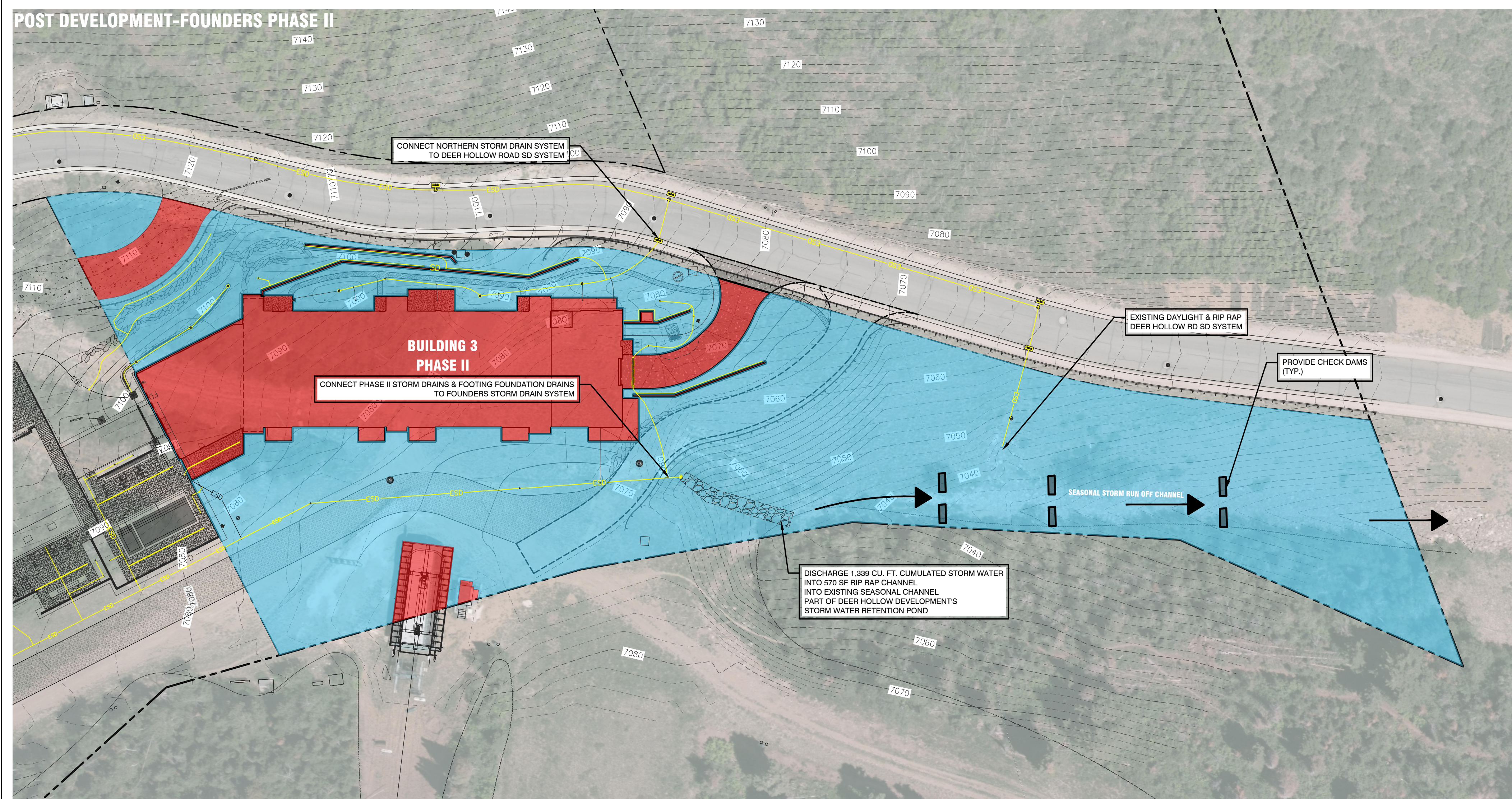
If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Phillips".

John Phillips, Planning Commission Chair

CC: Rebecca Ward



	FLOOR LEVELS	
	ARCHITECT	ENGINEER
LEVEL P1	62'-0"	7076.00
LEVEL 1	74'-8"	7088.67
LEVEL 2	87'-8"	7101.67
LEVEL 3	100'-8"	7114.67
LEVEL 4	113'-8"	7127.67
BEARING	126'-6"	7140.50

MATERIAL:

PERVIOUS SURFACE AREA

IMPERVIOUS SURFACE AREA

A diagram showing two rectangular areas. The top rectangle is light blue and labeled 'PERVIOUS SURFACE AREA'. The bottom rectangle is light red and labeled 'IMPERVIOUS SURFACE AREA'. Both rectangles have dashed black borders.

Know what's below.

Call 811 before you dig

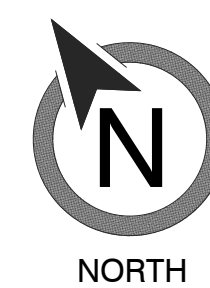
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

www.bluestakes.org
1-800-662-4111

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

X:\DeerCrest\dwg\Founders\Production Drawings\Founders Phase II\140618-Founders_PII_Civil



STORM WATER ANALYSIS

SCALE	As indicated	SHEET NO. C-103
JOB NO.	21-08	
ISSUE	50% CONSTRUCTION SET	
DATE	MARCH 29, 2023	

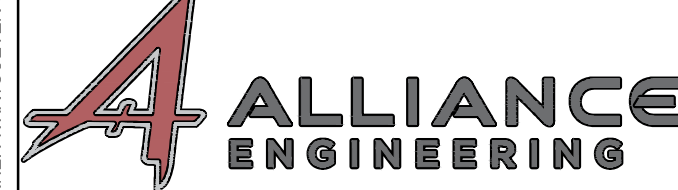
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE PHASE II

3267 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

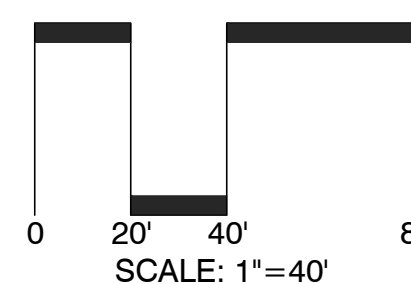


SEAL	SEAL
------	------

SEAL	SEAL
------	------

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

SCALE



REVISION SCHEDULE

[illegible]

STORM WATER ANALYSIS

SCALE	As indicated	SHEET NO. C-103
JOB NO.	21-08	
ISSUE	50% CONSTRUCTION SET	
DATE	MARCH 29, 2023	

east west partners

3267 W. DEER HOLLOW RD.
PARK CITY, UT 84060



**ALLIANCE
ENGINEERING**

--	--

IF THIS SHEET IS LESS THAN
30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

[illegible][illegible]

SCALE	As indicated	SHEET NO. C-113
JOB NO.	21-08	
ISSUE	50% CONSTRUCTION SET	
DATE	MARCH 29, 2023	

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

X:\DeerCrest\dwg\Founders\Production Drawings\Founders Phase II\140618-Founders_PII_Civil

PERSPECTIVE VIEW

INSTALLATION:

1. Where possible, layout the silt fence 5 to 10 feet beyond the toe of slope.
2. Align the fence along the contour as close as possible.
3. When excavating the trench, use machinery that will produce no more than the desired dimension.
4. Place posts 6 feet on center along contour (or use pre assembled unit) and drive 2 feet (min.) into ground. Excavate an anchor trench (8 inches wide and 8 inches deep) immediately up-gradient of posts.

Cut fabric to required width, unroll along length of barrier, drape over barrier. Secure fabric to stakes with staples, or similar, with trailing edge extending into anchor trench.

6. Backfill trench over filter fabric to anchor.

1.2 mm WIDE FILTER FABRIC FASTENED TO POST

2 INCH SQUARE BY 4 FEET MINIMUM HARDWOOD POST

EXISTING GRADE

SHEET FLOW

6"

24"

LINE THE SIDE AND BOTTOM OF THE TRENCH WITH THE BOTTOM END OF THE 12 FILTER FABRIC AND BACKFILL WITH EXCAVATED SOIL.

1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS ABOUT 24 INCHES INTO THE GROUND AND BURY FLAP.

NOTES

1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.

2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER

LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.

SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.

3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT

4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREA(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE

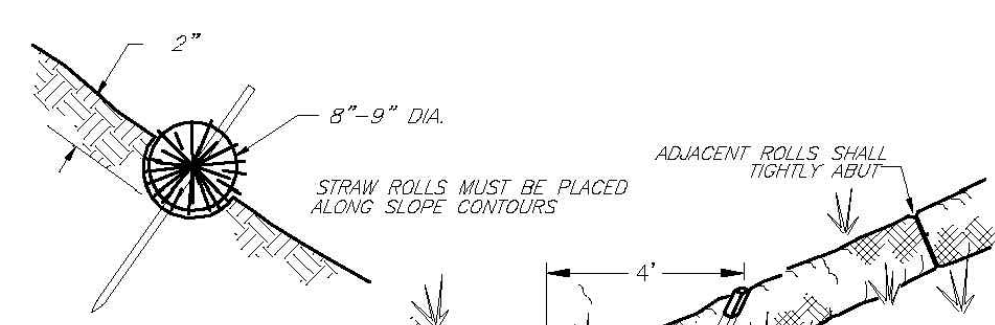
TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.

5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS, OR OVERFLOWS. (AS REQUIRED BY THE CONSTRUCTION SITE ENVIRONMENTAL INSPECTION REPORT) WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.

6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.

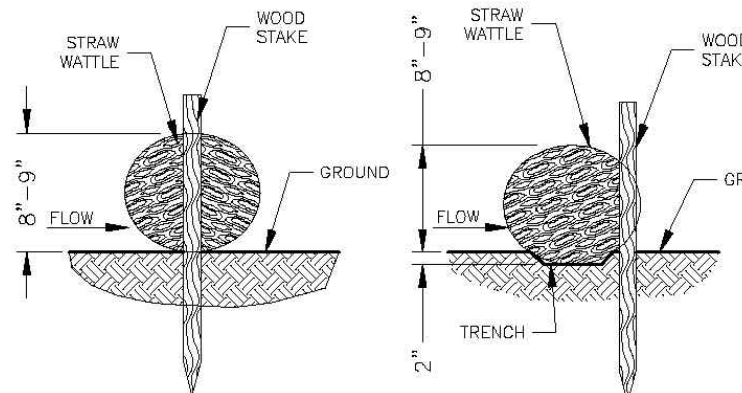
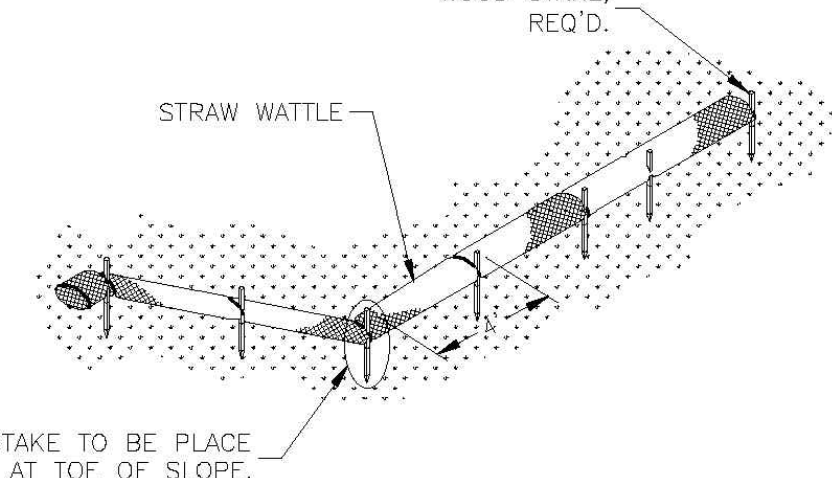
7. PAYMENT FOR THIS ITEM IS TO BE INCLUDED UNDER THE GENERAL COST OF THE WORK FOR THE PROJECT, INCLUDING SITE RESTORATION.

NO SCALE



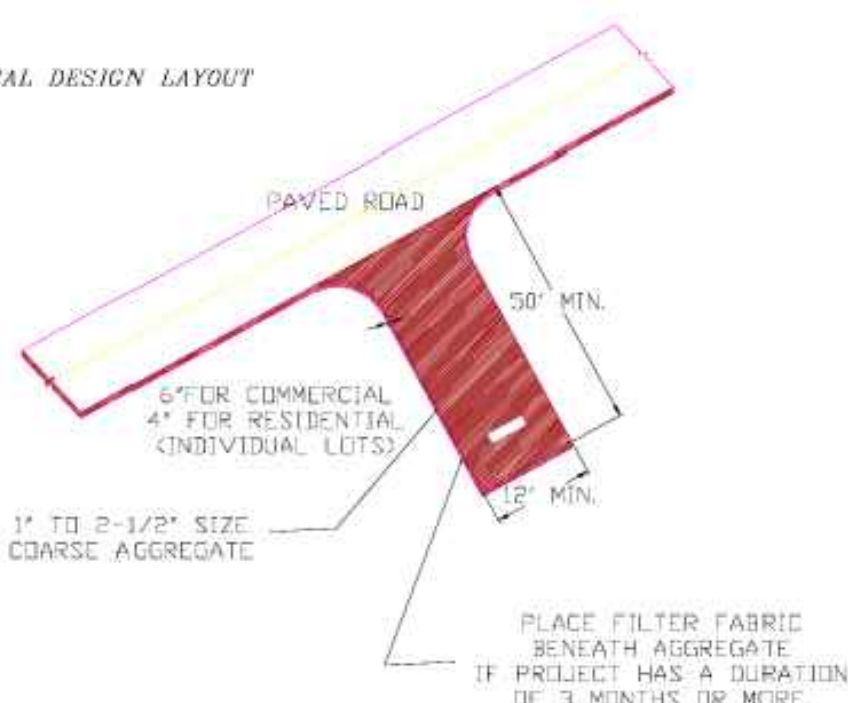
NOTE:

1. WOOD STAKES SHALL BE 1"x2"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH GROUND.
2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.
3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FEET ON CENTERS.
4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.
5. WHEN WATTLE IS INSTALLED ON FLAT GROUND DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES DRIVE STAKES PERPENDICULAR TO THE SLOPE.



STABILIZED CONSTRUCTION ENTRANCE

TYPICAL DESIGN LAYOUT



INSTALLATION:

1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 ½ inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

MAINTENANCE:

1. Inspect daily for loss of gravel or sediment buildup.
2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
3. Repair entrance and replace gravel as required to maintain control in good working condition.
4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

Know what's below.

Call 811 before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

www.bluestakes.org
1-800-662-4111

CAUTION: NOTICE TO CONTRACTOR

Date: 05-JUL-2022 12:34:06PM
 Fee: \$40.00 Check Filed By: HP
 MARCY M MURRAY, Recorder
 WASATCH COUNTY CORPORATION
 For: DEER CREST ASSOCIATES I LC

WHEN RECORDED, RETURN TO:

City Recorder
 Park City Municipal Corporation
 PO Box 1480, 445 Marsac Avenue
 Park City, UT 84060

**RESTRICTIVE COVENANT PROTECTING THE
 AFFORDABILITY AND SUSTAINABILITY OF
 AFFORDABLE UNITS AT FOUNDERS PLACE CONDOMINIUMS**

This Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (the "Covenant") is made and entered into as of the 28 day of JUNE, 2022 (the "Effective Date"), by and between DEER CREST ASSOCIATES I, L.C., a Utah limited liability company (the "Developer"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City") with respect to certain condominium units in the Founders Place Condominium project situated in Park City, Wasatch County, State of Utah (the "Property"). The Developer, each subsequent Unit Owner (as defined below in *Section 1.34*), and the City are referred to in this Covenant collectively as the "Parties" and, individually, as a "Party".

RECITALS

- A. Whereas, the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property ("Development Requirements"), including as contained in that Settlement Agreement by and between Park City Consolidated Mines Company, Trans-Wasatch Company, L.L.C, and the City dated December 29, 1995 ("Settlement Agreement"), the Founders Place Conditional Use Permit approved by the City on January 12, 2022 ("CUP"). On January 27, 2022, the City Council adopted Ordinance No. 2022-04 approving the Founders Place Condominium Project Phase I Plat (the "Project"), which require, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;
- B. Whereas, the Project and the Developer are subject to that Affordable Housing Mitigation Plan for Founders Place adopted by the Park City Housing Authority on January 13, 2022 ("Housing Mitigation Plan");
- C. Whereas, the Developer has caused, or will cause, to be recorded on around the date hereof, in the Wasatch County Recorder's Office ("Office of the County Recorder"), the Founders Place Subdivision Plat and Founders Place Phase I Condominium Plat (as amended from time to time to incorporate additional development phases of the Project) (the "Plat"), and the Declaration of Covenants, Conditions and Restrictions for Founders Place Condominiums (as amended from time to time to incorporate additional

development phases of the Project) (the “Condo Declaration”), which Plat and Condo Declaration, designate the Units as depicted on Exhibit A;

- D. Whereas, the Units shall be subject to the Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah, Resolution 05-2021 dated April 1, 2021 (“Housing Resolution”), as administered by the City;
- E. Whereas, pursuant to the Settlement Agreement, Park City Ordinance 2022-04, approving a condominium plat for the Property, the Conditional Use Permit, substantive modifications to the Deer Crest Master Planned Development approvals and the Housing Mitigation Plan, the Developer is obligated to provide four (4) condominium units in the first (1st) development phase of the Property (“Phase I”), one (1) condominium unit in the second (2nd) development phase of the Property (“Phase II”), and one (1) condominium unit in the third (3rd) development phase of the Property (“Phase III”), each as an AUE; and
- F. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners and shall run with the land, enforceable by the City against the Developer and the Unit Owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1. AFFILIATE. The following shall be considered an Affiliate of the Developer:

1.1.1 Deer Hollow Development, LLC, a Delaware limited liability company, Deer Hollow Development I, LLC, Deer Hollow Development II, LLC, and Deer Hollow Development III, LLC (individually and collectively a “Development Entity”);

1.1.2 a successor to Developer by dissolution, merger, consolidation, distribution, or reorganization;

1.1.3 a successor to Developer by reason of its conversion to another kind of legal entity;

1.1.4 a grantee of Developer under a deed delivered with the payment of nominal consideration conveying title to the Unit when

- (a) a majority or all of the stock, shares, memberships, or other equity interests of the grantee are owned by the Developer,
- (b) if the grantee wholly owns the Developer,
- (c) if the grantee is wholly owned by Developer or an affiliated entity of the Developer, or
- (d) if the grantee is under common ownership with the Developer.

1.1.5 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2. AFFORDABLE UNIT EQUIVALENT (AUE). Residential units with at least 900 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3. ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as Exhibit D, Park City Affordable Housing Affidavit for Rented Units, and Exhibit E, Park City Affordable Housing Affidavit for Owner Occupied Units, as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner (as defined below in *Section 1.25*) and each Unit Owner (as defined below in *Section 1.34*), respectively, in accordance with *Sections 2.8 and 3.18*. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report.

1.4. AREA MEDIAN INCOME (AMI). As of any date, the definition given “area median income” by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code (as defined below in *Section 1.6*) governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if “area median income” is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5. CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6. CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7. DEER CREST AREA. All of the property and improvements in the area commonly known as “Deer Crest.”

- 1.8. DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.
- 1.9. DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.
- 1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date (as defined below in *Section 1.18*) notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.
- 1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.
- 1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- 1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to *Section 2.3*.
- 1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in *Section 3.14*.
- 1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.
- 1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.
- 1.17. NOTICE. Correspondence complying with the provisions of *Section 6.8*.
- 1.18. OFFER DATE shall have meaning assigned in *Section 3.9*.
- 1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period (as defined below in *Section 1.20*) to purchase a Unit at or below such Unit's Maximum Resale Price as further explained in *Section 3.11*.

- 1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with *Section 3.8* herein.
- 1.22. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit B; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to *Section 3.14*.
- 1.23. PERMITTED TRANSFEREE. A homeowners' association for one or more phases of the Project and any Affiliate of Developer. A Permitted Transferee shall not include a Unit Owner who owns a Unit as a Qualified Buyer pursuant to *Section 3.1*.
- 1.24. PRIMARY RESIDENCE. The place where a Domicile has been established.
- 1.25. PROJECT OWNER. The Developer, as the owner of the Property and initial owner of the Project, and any successor or Permitted Transferee who gains title to a Unit in accordance with *Section 3.1.1*. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to *Section 3.1*.
- 1.26. PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)' Unit, not including any title insurance, transaction costs or real estate commissions.
- 1.26.1. The Purchase Price deemed to have been paid by the Developer for each of WH-01, WH-02, WH-03, and WH-04, as the first Unit Owner, is \$310,802* per Unit in 2022, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing First Home rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
- 1.27. QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:
- 1.27.1. A person who does not own any other real property; and

* Calculation of sale price subject to change to reflect actual HOA fees for the Units.

1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:

- (a) A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Summit County or Wasatch County Boundaries; or
- (b) An owner of a business or entity with a primary place of business within the Summit County or Wasatch County boundaries; or
- (c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Summit County or Wasatch County boundaries; or
- (d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Summit County or Wasatch County boundaries for at least two continuous years and continued living as a full-time resident within the Summit County or Wasatch County boundaries following his or her retirement; or
- (e) A person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27.2 due to a Disability.

1.27.3. A Household with an income that is 80% or less of the Area Median Income; and

1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.

1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of an entity or entities performing services within the Property with an income that is (i) 150% or less of AMI for two or less of the first four Units in Phase I, (ii) 80% or less of AMI for at least two of the first four Units in Phase I, and (iii) 80% or less of AMI for each Unit in Phase II and Phase III, respectively; or

1.28.1. Persons with a minimum of one adult in his or her Household who is a full-time (aggregate of thirty (30) hours of employment per week) employee of a business or enterprise operating within Summit County or Wasatch County with an income that is eighty percent (80%) or less of AMI.

1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City's affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local

circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.

- 1.30. SALE. The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.
 - 1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.
 - 1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
 - 1.33. UNIT. Units WH-101, WH-202, WH-303, and WH-404 in Phase I, one AUE in Phase II, and one AUE in Phase III, each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 - 1.34. UNIT OWNER. A Qualified Buyer receiving title to or a fee interest in a Unit from the Project Owner in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Wasatch County, Utah. However, Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a Unit Owner. For purposes of the Covenant, a Unit Owner shall not include the Project Owner.
2. **COVENANT RESTRICTING THE PROJECT OWNER'S RENTAL OF THE UNIT TO QUALIFIED RENTERS.**
 - 2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis if the City determines a Unit is no longer needed as an affordable rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

- 2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.
- 2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2022 for a Unit in Phase I of the Project shall be \$2,008 per month if the Project Owner covers all utility charges and \$1,933 per month if the Qualified Renter is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2022. At no time shall the Unit Maximum Rent exceed 30% of the income of a two-person household earning 80% of AMI. In the event the Project Owner rents or leases the Unit in excess of the Maximum Rent, any amounts owed to the Project Owner in excess of the Maximum Rent shall be due and payable to the City, and the Project Owner shall, immediately upon receipt thereof, remit such amounts to the City. Such excess rents paid to the City shall be used to further the City's affordable housing plan. Any assessments or fees charged to the fee title owner of the Unit pursuant to the Condo Declaration shall not be charged to the Qualified Renter or lessee of the Unit, and the Unit Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.
- 2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.
- 2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.
- 2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.

2.7 CONDITION OF RENTAL UNIT. The Project Owner and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, Minimum Standards. The Project Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.

2.8 ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units (Exhibit D)* to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in the City, the Project Owner may (i) sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3; or (ii) propose an alternate arrangement to the City, which the City may approve or reject in its sole discretion within sixty (60) days after the Project Owner's proposal is submitted to the City. If the City does not make its determination permitting or prohibiting the sale of a Unit or an alternate arrangement within sixty (60) days of the Project Owner's submission of a request therefore, then the sale of the Unit or alternative proposal will be deemed approved. Otherwise, the Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of the City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

2.10 INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

3.1 SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be

owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in any Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in a Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.

3.1.1 PERMITTED TRANSFER. Subject to the other provisions of this Section 3.1.1, Developer may transfer a Unit to a Permitted Transferee, which transfer shall require: (a) prior written notice to the City which discloses the material terms of such transfer, (b) having the Permitted Transferee execute and record an assignment agreement in a form acceptable to the City. The Developer is allowed one (1) transfer of each Unit to a Development Entity (as defined in Section 1.1.1) provided that the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars (\$5,000), upon notice to, but without requiring the consent of, the City. The Developer or a Development Entity may make one additional transfer of each Unit to an Affiliate, provided that (a) the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars (\$5,000); and (b) Developer receives prior written consent from the City, which shall not be unreasonably withheld. The transfer of any Unit to a Development Entity and any approved sale to an Affiliate shall not be subject to the Option provided in Section 3.11. All Permitted Transferees shall agree to assume the obligations of Developer under this Covenant and operate the acquired Unit as a Project Owner. Permitted Transferees shall operate and rent any Units acquired by such Permitted Transferee as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred pursuant to this Section 3.1.1 or to a Qualified Buyer in accordance with Section 2.9 and this Article 3. For the avoidance of doubt, any transfer pursuant to this Section 3.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

3.2 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police

Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

- 3.3 OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.
- 3.4 OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.
- 3.5 LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.
- 3.6 MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.
- 3.7 INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.
- 3.8 UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:
 - 3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.

3.8.4 Other circumstances as may be required by law.

3.9 RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner's or such Unit Owner's intent to Sell a Unit (the date of such Notice to the City shall be the "**Offer Date**"). Except for any sale or other transfer to a Permitted Transferee by the Project Owner, the Project Owner and Unit Owner shall not Sell any interest in a Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.

3.10 COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 3.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Units shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.

3.11 OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.

3.12 RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.

- 3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “**Foreclosure Notice**”), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor’s mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.
- 3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the “**Right to Purchase Unit in Default**”). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the “**Mortgage Satisfaction Amount**”), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the “**Applicable Foreclosure Price**”).
- 3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a

final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions (i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13 SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14 MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (or the Purchase Price specified in Section 1.26.1, if greater) (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner (or 5% of the Purchase Price specified in Section 1.26.1, if greater), and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for each Unit shall be deemed to be the sum of \$310,802[†] and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.

3.15 TRANSFER OF TITLE. Unless otherwise provided herein, the Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.

3.16 NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.

3.17 NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

[†] Calculation of sale price subject to change to reflect actual HOA fees for the Units.

3.18 ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units (Exhibit E)*, by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than \$1,000 may be made to the Unit without the prior written approval of the City.

4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit C – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit C, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Section 2 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence or for rental to a Qualified Renter; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within sixty (60) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within sixty (60) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within sixty (60) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such debt or obligation

is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

- 5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.
- 5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

- 6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.
- 6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Wasatch County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Wasatch County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or

amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the then current fee title owner or any Secured Creditor.

- 6.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.
- 6.4. WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.
- 6.5. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying a Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.
- 6.6. SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell a Unit against such Project Owner or Unit Owner's will.
- 6.7. SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Units. Each Project Owner and Unit Owner of a Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.
- 6.8. NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first

business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Wasatch County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the address on file with the Office of the Recorder of Wasatch County, Utah:

DEER CREST ASSOCIATES I, L.C.
1375 Deer Valley Drive, Suite 105,
Park City, Utah 84060
Attn: Bill Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

PARK CITY MUNICIPAL CORPORATION
PO Box 1480; 445 Marsac Avenue
Park City, Utah 84060-1480
ATTN: City Recorder and Housing Office

6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

- 6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.
- 6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.
- 6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Units, and all parties that obtain any interest in the Units that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units for the benefit of the City and shall encumber the Units and shall be binding upon all subsequent assigns of the Project Owner of the Units and each Unit Owner of the Units and any other party with an interest in the Units.
- 6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.
- 6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Units and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.
- 6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Units.
- 6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.
- 6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

6.22. RECORDATION AND SUBSEQUENT PHASES. Upon execution of this Covenant, the Developer shall cause this Covenant to be recorded in the public records of the County Recorder of Wasatch County, Utah simultaneously with the recording of the Plat and against Units which are to be constructed in the first phase of the Project and shall pay all fees and charges incurred in connection therewith. The Developer shall (a) cause this Covenant to be recorded against the Units in future phases of the Project upon the recordation of condominium plats for such phases, (b) immediately following the recordation of the condominium plat for each future phase the Developer shall transfer to the City, by deed, the condominium unit(s) in such phase that will be subject to this Covenant, and immediately thereafter the City shall transfer back to the Developer, by deed, the condominium unit(s) so transferred in order to restore ownership to the Developer, and (c) following such exchange of deeds this Covenant shall be recorded against the affordable Units being added in such phase. Prior to recordation of this Covenant against the Units Developer shall cause (i) the condominium units becoming subject to this Covenant to be free and clear of all security instruments (deeds of trust or mortgages), or (ii) if this Covenant and transfer deeds are recorded against one or more subsequent phases that are the subject of one or more security instruments, the Developer shall cause this Covenant to be recorded together with a subordination agreement, subordinating the lien of any security instrument to this Covenant and consenting to the transfer deeds. Developer agrees that until this Covenant has been recorded against the property that will be developed as Phases II and III of the Project, Developer will not cause or allow any security instruments to be recorded against such property without first obtaining the prior written consent of the City, which shall not be unreasonably withheld or delayed.

6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:

- 6.23.1 Developer is duly and validly organized and is in good standing under the laws of the State of Utah.
- 6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.
- 6.23.3 The person named below and signing on behalf of Developer has received all necessary approvals and is duly authorized to bind Developer to all of the terms and conditions found in this Covenant.
- 6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Developer may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.

- 6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.
- 6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Wasatch County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.
- 6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.9 The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit F hereto. As used in this Section 6.23.9, "Encumbrances" shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.
- 6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Units being rented to Qualified Renters for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.
- 6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER, FOR SO LONG AS IT OWNS ONE OR MORE OF THE UNITS AND, THEREAFTER, EACH SUBSEQUENT PROJECT OWNER OTHER THAN

DEVELOPER, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY "INDEMNIFIED ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS' FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY'S ENFORCEMENT OF THE TERMS HEREIN AGAINST EITHER THE PROJECT OWNER OR THE DEVELOPER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER'S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF DEVELOPER (SO LONG AS IT OWNS A UNIT) AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

Park City Municipal Corporation,
a Utah municipal corporation

By: Nan Worel
Name: Nan Worel
Its: Mayor

Attest:

Muhel Ren
City Recorder

Approved as to Form:

M. D. H.
City Attorney

ACKNOWLEDGEMENT

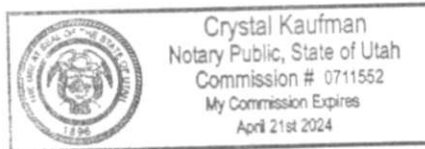
STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 29th day of June 2022, by Nan Worel, in her capacity as Mayor of Park City Municipal Corporation, a Utah municipal corporation.

Crystal Kaufman
NOTARY PUBLIC
Residing at: 445 Marsac Ave

My Commission Expires:

April 21st 2024



DEVELOPER:

Deer Crest Associates I, L.C., a Utah limited liability company

By: [Signature]
 Name: BILL FIVEASH
 Title: AUTHORIZED SIGNATORY

ACKNOWLEDGEMENT

STATE OF)
)ss.
 COUNTY OF)

The foregoing instrument was acknowledged before me this 28 day of JUNE 2022,
 by Bill Fiveash, in his capacity as a authorized signatory of
Deer Crest Assoc 1 LC.

[Signature]
 NOTARY PUBLIC
 Residing at: Kamas, UT

My Commission Expires:

10/25/22

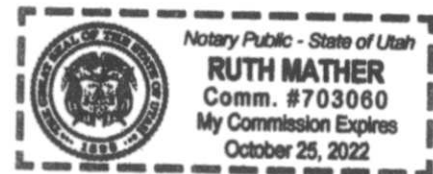


EXHIBIT A

The following described real property is located in Wasatch County, Utah:

Legal Description of the Property

Units WH-1, WH-2, WH-3, and WH-4 Founders Place Condominiums, together with the undivided interest in the common areas and facilities appurtenant to such Units, according to the official plat thereof on file and of record in the Wasatch County, Utah Recorder's Office.

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT B**PERMITTED CAPITAL IMPROVEMENTS**

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety;
 - e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
 - f. Improvements to add and/or finish permanent/fixed storage space; and/or
 - g. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT C**MINIMUM STANDARDS FOR
SELLER TO RECEIVE FULL RESALE VALUE**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
 - All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:**Clean Unit: All rooms will be cleaned as stated below:****Kitchen:**

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT D

**Park City Affordable Housing Affidavit
For Rented Units**



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____ [month], 20____, personally appeared
_____ [name of affiant], known to me
to be a credible person and of lawful age, who being by me first duly sworn, on _____ [his
or her] oath, deposes and says:

I currently own the property at _____ (street address)
which is a deed restricted home for affordability. I am fully aware of the restrictions and am to
the best of my knowledge in compliance. I verify that I am currently renting it to a qualified
individual for \$_____ per month.

[signature of affiant]

[printed name of affiant]

[phone]

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no
later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-858-9019

EXHIBIT E

PARK CITY AFFORDABLE HOUSING AFFIDAVIT FOR OWNER OCCUPIED UNITS

Park City Affordable Housing Affidavit
For Owner Occupied UnitsState of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____, [month], 20____, personally appeared _____
_____ [name of affiant], known to me to be a credible person and of
lawful age, who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

*I currently own my residence at _____ (street address) which is
a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the
best of my knowledge in compliance including the requirement for owner occupancy. I verify that I
continue to live in it as my primary residence.* I have never rented my home even for short periods
of time. I have not acquired any direct interest in other real property since my purchase of the deed
restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list
name, employment and amount of rent charged: _____*

[signature of affiant]_____
[printed name of affiant]_____
[phone]_____
[mailing address of affiant, line 1]_____
[mailing address of affiant, line 2]_____
[email address]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal]

[signature of Notary]_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

*Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month
period.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-638-9019.

EXHIBIT F**LIST OF ENCUMBRANCES**

1. Lien of Taxes, now accruing as a lien, but not yet due and payable Year: 2022.
2. The land described herein is located within the boundaries of Wasatch County, Wasatch County Special Service Districts, Wasatch County Water District, Tax Area 022, and is subject to any assessments levied thereby.
3. Subject to any loss or claim resulting from any erroneous assessment by Wasatch County because portions of the herein described property for Tax No. 00-0021-1977, are situated outside of said described property.
4. Subject to all matters disclosed in the following:
 - a. Patent:
Recorded: April 22, 1929
Entry No.: 45650
Book / Page: 10 / 170
 - b. Patent:
Recorded: September 18, 1980
Entry No.: 120923
Book / Page: 135 / 501
 - c. Patent:
Recorded: December 11, 1980
Entry No.: 121670
Book / Page: 137 / 214
5. Subject to all matters disclosed in the Mineral Surveys 6645, 6979, and 6867.
6. Subject to any loss or claim arising from the incorrect, incomplete or inaccurate abstracting or indexing, or any documents affecting the herein described property by the Wasatch County Recorder's Office.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.
9. Reservations in favor of the Grantor:

Grantor: Park City Consolidated Mines Company
 Recorded: October 17, 1990
 Entry No.: 153690
 Book/Page: 222 / 623

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203760
Book/Page: 384 / 450

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203761
Book/Page: 384 / 456

10. Memorandum of Agreement, including the terms and conditions thereof:

Between: Park City Consolidated Mines Company, a Utah corporation
And: Deer Crest Associates I, L.C., a Utah limited liability company
Dated: June 28, 1996
Recorded: July 1, 1997
Entry No.: 187887
Book/Page: 325 / 756

11. Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: December 20, 1991
Recorded: December 31, 1991
Entry No.: 158784
Book/Page: 237 / 241

First Amended Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: August 05, 1996
Recorded: August 08, 1996
Entry No.: 188648
Book/Page: 328 / 684

12. Grant of Easements, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Recorded: June 20, 1996
Entry No.: 187675
Book/Page: 324 / 806

13. Grant of Easements, and the terms and conditions thereof:

Grantor: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Grantee: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Recorded: June 20, 1996
Entry No.: 187676

Book/Page: 324 / 816

14. Grant of Easement, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: Wasatch County, a political subdivision of the State of Utah
Recorded: July 1, 1996
Entry No.: 187883
Book/Page: 325 / 727

First Amendment to Grant of Easement:

Recorded: August 12, 2021
Entry No. : 505507
Book/Page: 1369 / 1893

15. Easement Agreement, including the terms and conditions thereof:

Between: Deer Crest Associates I, L.C., a Utah limited liability company,
Grantor
And: Deer Crest Master Association, a Utah non-profit corporation, Grantee
Dated: December 29, 2014
Recorded: May 6, 2015
Entry No.: 411709
Book/Page: 1129 / 711

16. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187891
Book/Page: 325 / 783

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

17. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187895
Book/Page: 326 / 78

18. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: November 3, 1997
Entry No.: 198235
Book/Page: 363 / 542

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: July 28, 2009
Entry No.: 350749
Book/Page: 996 / 1476

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403160
Book/Page: 1109 / 1452

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403161
Book/Page: 1109 / 1484

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403162
Book/Page: 1109 / 1516

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 13, 2016
Entry No.: 420069
Book/Page: 1148 / 1652

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: December 04, 2017
Entry No.: 445946
Book/Page: 1209 / 294

Amended Declaration of Covenants, Conditions and Restrictions:**Recorded: January 05, 2018****Entry No.: 447159****Book/Page: 1212 / 163**

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

19. Memorandum of Contribution Agreement, including the terms and conditions thereof:

By and between: Deer Crest Associates I, L.C., Deer Hollow Investment LLC, a Delaware limited liability company and Deer Hollow Development Holdings, LLC, a Delaware limited liability company

Dated: December 12, 2020**Recorded: January 15, 2021****Entry No.: 492322****Book/Page: 1333 / 1845****20. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder, including but not limited to severed minerals and/or mine dumps existing on said property.****21. Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.****22. Right-of-Way and Easement Grant, and the terms and conditions thereof:****Grantor: Deer Crest Associates I, L.C., a Utah limited liability company****Grantee: Questar Gas Company****Recorded: June 1, 2000****Entry No.: 224564****Book/Page: 464 / 4****23. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:****Recorded:****Entry No.:****Book / Page:****24. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded:
Entry No.:
Book/Page:

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded:
Entry No.:
Book/Page:

Planning Commission Staff Report



Subject: Huntsman Estates Plat Amendment
Application: PL-23-05540
Author: Alexandra Ananth, Sr. Planner
Date: June 14, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the requested Huntsman Estates Plat Amendment; (II) hold a public hearing; and (III) consider forwarding a recommendation for City Council's consideration on July 13, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance 2023-XX (Exhibit A).

Description

Applicant: Benjamin Wu, represented by Alliance Engineering
Location: Legacy Court and Legacy Way, accessed off Royal Street
Zoning District: Residential Development, Deer Valley MPD (RD-MPD)
Adjacent Land Uses: Residential, Resort, Open Space
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

BE Building Envelope
LOD Limits of Disturbance
MPD Master Planned Development
RD Residential Development
DV Deer Valley

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

Summary

This item was scheduled for a public hearing on April 26, 2023 ([Staff Report](#), [Audio](#)), but was continued to June 14, 2023, in order for staff and the Applicant to work on Conditions of Approval/Plat Notes.

On July 9, 2020, the City Council approved [Ordinance 2020-31](#), creating the 15-Lot Huntsman Estates Subdivision. The subdivision contains just over 40-acres and is zoned RD with an MPD Overlay (the property is subject to the [Deer Valley Master Planned Development](#) where it is allocated 15 units of Density). Lots vary in size from 0.54 acres to 3.04 acres, except for Lot 12, which is 23.77 acres and contains the original Huntsman House built in 1989. The Plat includes a 10-foot-wide public trail easement.

¹ LMC [§ 15-7.1-2\(B\)](#)

There is no Maximum House Size in the Huntsman Estates Subdivision, or Deer Valley MPD. Lots in the Huntsman Estates Subdivision include a “Building Envelope/Limits Of Disturbance” (BE/LOD) Area shown on the Plat, that is roughly proportionate to the Lot size. Because the BE and LOD are combined on the plat, the responsibility of building within the LOD falls on the Applicant. It is more typical that either the Building Envelope or the Limits Of Disturbance are shown on the plat and the two are not combined, as they are not the same. LODs are typically larger and extend out from the Building Pad and allow for temporary construction disturbance beyond the Building Envelope that is revegetated after construction.

The combined BE/LOD is causing confusion with buyers and architects who are interpreting the LOD as the BE. It has also been noted that there is no allowance to connect the BE/LOD to the street.

Plat Note 3 currently reads as follows:

All Lots are limited to single family dwellings and accessory units. All buildings must be within the Building Envelopes (BE)/Limits of Disturbance (LOD) areas as shown on this Plat. Minor adjustments to the BE/LOD area shall be allowed by the Planning Director so long as the size of the BE/LOD area on the Lot remains the same.

The Applicant is proposing to modify Plat Note 3 to exclude driveways from counting towards the BE/LODs and to allow for temporary construction disturbance 10 feet around the BEs/LODs. As a concession, the Applicant is willing to commit to a maximum home size of 12,000 square feet.

The Applicant has proposed the following modification to Plat Note 3.

Houses shall be limited to a maximum Gross Residential Floor Area² of 12,000 square feet, excluding driveway areas (Lot 12 excluded). A 10 ft. wide temporary construction disturbance area will be allowed and revegetated around the perimeter of the house footprint. Maximum building size will be defined as Gross Residential Floor Area per Land Management Code 15-15 Defined Terms in place at the time of application for building permits. Residential Development (RD) Lot and Site Requirements including Setbacks and Building Height shall apply to all Lots. All Lots are limited to Single Family Dwellings and Accessory Units.

² LMC Chapter 15-15-1, Defined Terms, defines Floor Area, Gross Residential as “The Area of a Building, including all enclosed Areas, consisting of the Area of all floors located under a ceiling that is above Final Grade, measured in square feet. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet¹, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.”

A Snyderville Basin Water Reclamation District (SBWRD) easement recorded on February 16, 2021, as Entry Number [1155650](#) in the Summit County Recorder's Office is being added to the Plat with this Amendment.

Background

The Huntsman Estates Subdivision is a 15-Lot Subdivision Approved by the City Council in 2020 by [Ordinance 2020-31](#).

- The Planning Commission held a Work Session on the project on February 12, 2020 ([Staff Report](#), [Minutes](#) beginning on p. 2). Discussion was focused on potential limits on maximum house size; visual impact from Vantage Points; removal of Significant Vegetation; and if a traffic study should be required.
- The Planning Commission held a Public Hearing on the project on May 27, 2020 ([Staff Report](#), [Minutes](#) beginning on p. 45). Discussion was focused on proposed LODs; visual impact of the development; average house size in the area (~7,000 square feet); Significant Vegetation and forest health. The Commission voted unanimously to forward a positive recommendation to the City Council for consideration.
- The Council held a Public Hearing on June 25, 2020 ([Staff Report](#), [Minutes](#) beginning on p. 13) and continued the item to July 9, 2020 ([Staff Report](#), [Minutes](#) beginning on p. 14) for more information on house size in the surrounding area. On July 9, 2020, the Council approved the subdivision by a vote of 4 to 1 and chose not to limit house size since very few other subdivisions within the Deer Valley MPD have maximum size limits, and the Applicant had proposed LODs.

Plat Notes include:

- The overall subdivision shall contain a minimum of 88% Open Space; and
- A certified arborists assessment is required for each Lot prior to the issuance of Building Permits.

Analysis

(I) The proposal to modify Plat Note 3 complies with LMC Chapter 15-2.13, Residential Development (RD) District, and the intent of the original subdivision approval.

Limits of Disturbance, Maximum House Size, and Significant Vegetation preservation were topics of discussion at every Planning Commission and City Council meeting held on the original subdivision. At the time of application, the Applicant strongly opposed a Maximum House Size limit, noting that there are no limits in the Deer Valley MPD.

On April 20, 2020, the Applicant submitted a letter with Exhibits (Exhibit B), addressing house size. The letter acknowledges Planning Commission and staff discussions around Maximum House Size and Exhibit C to the letter identifies proposed "building pads" on the Lots. Table 1 of the letter is titled Huntsman *Building Pad* Sizes. Exhibit C is titled Lot Exhibit and contains the same table as the letter, with a column labeled "Building Envelope" Area. Building Envelope and Building Pad can be used

interchangeably in most cases. Building Envelope is three-dimensional, and Building Pad is two-dimensional and includes the area in which the footprint must be located.

LMC [§ 15-15-1](#) defines Building Envelope, Building Pad, Limits of Disturbance, and Gross Residential Floor Area as follows.

BUILDING ENVELOPE. The Building Pad, Building Footprint, and Height restrictions that defines the maximum Building Envelope in which all Development must occur.

BUILDING PAD. The exclusive Area, as defined by the Setbacks, in which the entire Building Footprint may be located. See the following example; also see Limits of Disturbance.

LIMITS OF DISTURBANCE. The designated Area in which all Construction Activity must be contained.

FLOOR AREA, GROSS RESIDENTIAL. The Area of a Building, including all enclosed Areas, consisting of the Area of all floors located under a ceiling that is above Final Grade, measured in square feet. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.

The subsequent [Staff Report](#) for the May 27, 2020, Planning Commission meeting refers to what the Applicant labeled as Building Pad/Building Envelope Area as Limits of Disturbance.

[Exhibit M](#) to the May 27, 2020, Staff Report (Exhibit C to this Staff Report), includes the same table but with a column labeled “LOD.”

Based on the above, it is Staff’s understanding that the Applicant intended these Exhibits to illustrate proposed Building Envelopes. However, Alliance Engineering and Planning Department Staff interpreted these as Limits of Disturbance, within which all construction activity must be limited. The May 27, 2020 Staff Report and [Minutes](#) consistently refer to LODs.

In [Ordinance 2020-31](#), the Ordinance approving the Huntsman Estates Subdivision Plat, LODs are referenced in Finding of Fact #18, and Conditions of Approval #7 & #9. There is no mention of the terms Building Envelope or Building Pad in the Ordinance approving the Huntsman Estates Subdivision.

The Applicant is now proposing to amend the Plat to exclude driveways from the Building Envelope square footage, and to allow for temporary construction disturbance

10 feet beyond the BE/LOD area.

Applicant's Lot Area Table dated 5/21/20, with a new column added by the Planning Department illustrating the size of the currently allowed BE/LOD in square feet

Lot Number	Lot Area (Acre)	LOD (Acre)	LOD/Lot Area (%)	Building Envelope/LOD Square Feet (SF)
1	0.69	0.21	0.30	9,148
2	3.04	0.58	0.19	25,265
3	2.78	0.49	0.18	21,344
4	0.97	0.3	0.31	13,068
5	1.2	0.4	0.33	17,424
6	0.82	0.23	0.28	10,019
7	0.67	0.21	0.31	9,148
8	0.62	0.21	0.34	9,148
9	0.63	0.21	0.33	9,148
10	0.6	0.25	0.42	10,890
11	0.54	0.25	0.46	10,890
12 ³	22.06	NA	NA	NA
13	0.7	0.31	0.44	13,504
14	0.66	0.28	0.42	12,197
15	0.67	0.29	0.43	12,632

The applicant is therefore proposing that the existing BE/LOD become the allowed Building Envelope, and that the LOD be expanded to allow for temporary construction activity around the BE. The LOD would then be revegetated upon completion of construction. The Applicant has noted that the existing BE/LOD is more restrictive than RD Setback requirements and that temporary construction disturbance would be revegetated.

The Zone Height in the RD District is 28 feet. Setback Requirements are as follows:

RD Zone Setback Requirements

Front Setback	Rear Setback	Side Setback
20 ft., 25 ft. to front facing garages	15 ft., 10 ft. for Accessory Buildings and detached garages	12 ft.

The Planning Department researched other Subdivision Plats within the Deer Valley MPD and notes the following:

³ The existing Huntsman House was previously constructed on this lot and is proposed to remain.

- Red Cloud Subdivision – Lot sizes range from .95 acres to 2.5 acres and are generally comparable to Huntsman Estates lot sizes. Lots include Approximate Building Locations for each lot as well as the requirement for Design Review Board approval. To encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location. The second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20 feet beyond the outside walls of the building. Driveways are an exception to this restriction. There are no restrictions on driveway width, length, or total parking areas. The maximum Gross Floor Area is 10,000 square feet. Garages up to a maximum area of 600 square feet are not considered Gross Floor Area. Basement Area below Final Grade is not considered Gross Floor Area. The square footage of all Accessory Structures is deducted from the house Gross Floor Area. The Subdivision was recorded in 2005.
- Belleterre Subdivision – Lot sizes range from .72 acres to 1.98 acres and are generally comparable to Huntsman Estates lot sizes. Lots include Area of Disturbance. The Plat does not discuss maximum home size. Areas of Disturbance for driveways, staging, and utility construction are shown on the Plat. LOD Plans and a Vegetation Protection Plan are required. The Subdivision was originally recorded in 1990.
- Bald Eagle Club Subdivision - Lot sizes range from .41 acres to 1.48 acres and are generally comparable to Huntsman Estates lot sizes. Building Pads as shown on the plat. Plat Notes indicate that when the actual building footprint is established, limits of construction disturbance may not extend beyond 15 feet of the foundation wall. The Plat does not discuss maximum home size. The Subdivision was recorded in 1989.
- American Flag Subdivision – Lot sizes range from .32 acres to 3.16 acres and are generally comparable to Huntsman Estates lot sizes. The plat does not include Limits of Disturbance, Building Envelopes, or maximum house. The Subdivision was originally recorded in 1980.

Exhibit B, submitted by the Applicant in 2020, includes an analysis of Home and Lot Sizes in the Bald Eagle, Evergreen, Red Cloud, and American Flag Subdivisions. Of the 178 homes in the four Deer Valley single-family neighborhoods, 23 homes exceed 10,000, and are lots that range between .17 acres to 2.08 acres, which is generally comparable to Huntsman Estates lot sizes. While American Flag has the lowest average home size at 6,330 square feet per lot, the Bald Eagle and Red Cloud subdivisions have significantly larger average home sizes at 9,120 and 11,490 square feet respectively. The Applicant's Visual Analysis, submitted with the Subdivision Application in 2020 is attached (Exhibit D) and includes homes that are 10,000 SF.

Staff is somewhat supportive of the proposed amendment to expand the LODs with a Maximum House Size and RD Setbacks as it is easier to enforce at the time of building permit and limits the home sizes. Although the average home size in the DV/Flagstaff area is ~7,000 square feet, because there are no Maximum House Size limits in the DV MPD or most of the subdivisions in the area, it is possible that this will grow over time as

houses are redeveloped. Staff is supportive of connecting the driveway to the BE without the driveway area being counted against the BE.

Staff has some concerns with the applicant's proposed Plat Note 3, including:

1. That house size is limited to 12,000 square feet rather than *Lots* being limited to a maximum Gross Residential Floor Area of 12,000 square feet;
2. That Gross Residential Floor area excludes unenclosed areas such as patios, decks, porches, and balconies, 600 square feet of garage area, and all basement and crawl space areas below final grade; and
3. That Accessory Buildings are not limited in number and may not count against Gross Residential Floor Area; and

To address these concerns staff recommends Plat Note 3 be amended as follows:

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, 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 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. 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.

Staff does not find that the LOD would be increased significantly on most lots, as most lots allow for a Building Envelope in excess of 10,000 square feet (as illustrated by the new column added to the table above), which should sufficiently accommodate a house of 12,000 square feet assuming most houses are more than one story, are subject to RD Setback requirements, and that the LOD would be revegetated upon completion of construction.

(II) Good Cause.

Plat Amendments are reviewed according to LMC [§ 15-7.1-6](#), *Final Subdivision Plat*, and approval shall require 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.”

The Planning Commission should discuss if they find Good Cause for the proposed Plat Amendment

No Public Street Right-of-Way, or easement is vacated or amended by the proposed Plat Amendment.

Department Review

The Planning Department and City Attorney’s Office reviewed this report.

Development Review Committee

This application went to DRC on April 18, 2023. No significant issues were raised.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on April 12, 2023. Staff mailed courtesy notices to property owners within 300 feet on April 12, 2023. The *Park Record* published notice on April 12, 2023.⁴

Public Input

No public input was received prior to the publication of this Staff Report.

Alternatives

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

Exhibits

Exhibit A: Draft Ordinance and Plat Amendment
Exhibit B: Applicant’s Original House Size Submittal dated 4/20/20
Exhibit C: Applicant’s Lot Area Table dated 5/21/20
Exhibit D: Applicant’s Visual Analysis from 2020
Exhibit E: Recorded Subdivision Plat
Exhibit F: Ordinance 2020-31
Exhibit G: Recorded Red Cloud Subdivision Plat
Exhibit H: Updated Exhibits from the Applicant

⁴ LMC [§ 15-1-21](#)

Ordinance No. 2023-Xx

**AN ORDINANCE APPROVING THE HUNTSMAN ESTATES FIRST AMENDED PLAT,
PARK CITY, UTAH**

WHEREAS, the owner of the Huntsman Estates Subdivision, located at 5000 Royal Street, petitioned the City Council for approval to amend Conditions of Approval and Plat Note 3, of the fifteen lot (15-lot) Huntsman Estates Subdivision; and

WHEREAS, on April 12, 2023, the property was posted, and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on April 12, 2023, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission opened a Public Hearing on April 26, 2023, and continued the Hearing to June 14, 2023; and

WHEREAS, the Planning Commission continued the Hearing on June 14, 2023, and moved to forward a _____ recommendation to City Council; and

WHEREAS, on July 13, 2023, the City Council held a public hearing to receive input on the Plat Amendment; and

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

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

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

Findings of Fact:

1. The 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) years' 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, 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 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. 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) storm water program. A plat note shall indicate that each lot within this common development shall be required to obtain a MS4 storm water 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.

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

PASSED AND ADOPTED this 13th day of July, 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor

ATTEST:

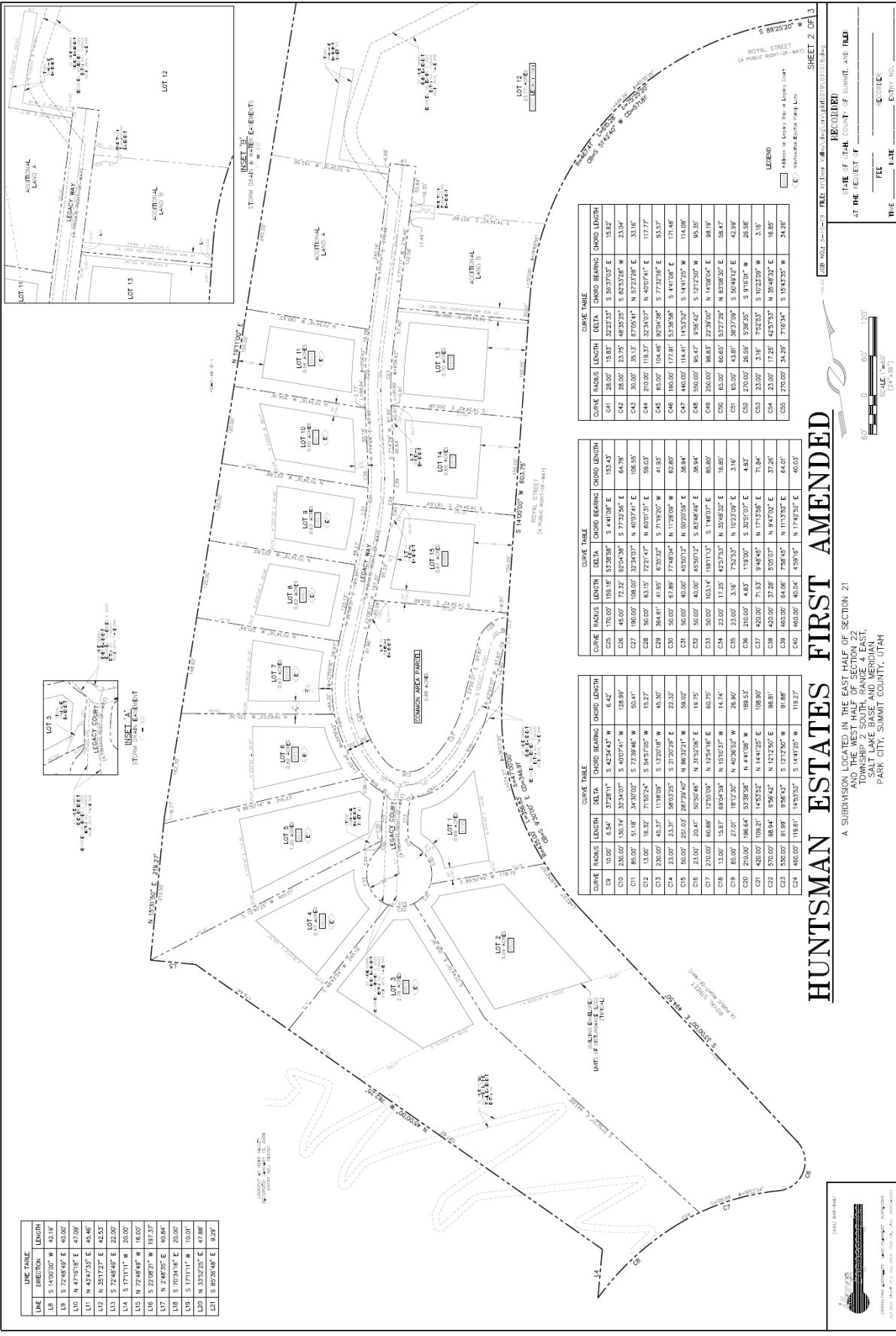
City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment A: Plat Amendment





LINE	DIRECTION	LENGTH
1	S 14°00'00" W	43.19'
2	S 72°48'48" E	40.50'
3	N 47°18'30" E	47.59'
4	N 43°47'33" E	45.46'
5	N 20°12'27" E	42.53'
6	S 72°48'48" E	22.00'
7	S 17°11'11" W	20.00'
8	N 72°48'48" E	16.00'
9	S 22°08'21" W	197.37'
10	N 74°48'35" E	40.84'
11	N 70°34'16" E	20.00'
12	S 17°11'11" W	10.01'
13	N 33°22'25" E	47.88'
14	S 80°26'48" E	9.29'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C01	150.00'	6.54'	37.2811°	S 42°34'43" W	6.42'
C02	236.00'	130.74'	32°34'07"	S 40°57'47" W	128.99'
C03	85.00'	51.18'	34°30'02"	S 73°39'46" W	58.41'
C04	13.00'	18.32'	71°05'24"	S 64°57'05" W	15.27'
C05	236.00'	45.37'	11°18'09"	S 13°20'18" W	45.30'
C06	23.00'	23.31'	58°03'25"	S 21°20'29" E	22.32'
C07	50.00'	251.03'	28°39'40"	N 80°32'21" E	59.02'
C08	23.00'	20.41'	50°50'46"	N 31°52'06" E	19.75'
C09	270.00'	66.88'	12°50'09"	N 12°54'16" E	62.75'
C10	13.00'	15.87'	89°04'59"	N 15°10'27" W	14.74'
C11	85.00'	27.01'	18°12'30"	N 40°56'52" W	28.90'
C12	270.00'	198.64'	53°58'58"	N 44°10'08" E	189.53'
C13	420.00'	109.31'	14°53'52"	N 14°41'20" E	108.90'
C14	570.00'	88.94'	9°58'42"	N 12°56'00" E	98.91'
C15	530.00'	91.99'	9°58'42"	S 12°56'00" W	91.88'
C16	460.00'	118.81'	14°33'52"	S 14°41'25" W	119.27'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C17	175.00'	159.18'	83°29'38"	S 41°10'08" E	153.43'
C18	445.00'	72.32'	87°04'38"	S 77°32'07" E	64.79'
C19	190.00'	108.00'	32°34'07"	N 40°57'41" E	106.55'
C20	50.00'	63.10'	72°21'47"	N 60°10'31" E	59.03'
C21	364.61'	41.95'	83°32'32"	S 71°19'30" W	41.83'
C22	50.00'	87.89'	77°48'04"	N 17°28'09" W	62.80'
C23	50.00'	40.00'	45°50'12"	N 50°20'59" E	38.94'
C24	50.00'	40.00'	45°50'12"	S 83°48'48" E	38.94'
C25	50.00'	103.14'	18°11'13"	S 14°07'07" E	85.80'
C26	23.00'	17.25'	42°57'52"	N 32°48'32" E	16.85'
C27	23.00'	3.16'	73°23'52"	N 10°23'07" E	3.16'
C28	210.00'	4.83'	11°00'00"	S 30°51'07" E	4.83'
C29	420.00'	32.86'	5°05'07"	N 84°24'57" E	37.26'
C30	460.00'	64.96'	7°58'45"	N 11°33'02" E	64.03'
C31	460.00'	64.96'	45°01'47"	N 11°42'02" E	64.03'

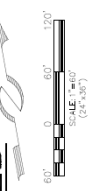
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C32	28.00'	15.83'	32°23'37"	S 50°27'02" E	15.62'
C33	28.00'	23.79'	48°35'26"	S 82°52'28" W	23.04'
C34	30.00'	55.13'	67°05'41"	N 57°23'28" E	53.16'
C35	210.00'	118.37'	32°34'07"	N 40°57'41" E	117.77'
C36	65.00'	104.48'	90°14'36"	S 77°52'54" E	93.57'
C37	160.00'	177.81'	53°38'58"	S 44°10'08" E	171.48'
C38	440.00'	114.41'	14°33'52"	S 14°41'25" W	114.08'
C39	500.00'	96.47'	9°58'42"	S 12°56'00" W	90.30'
C40	250.00'	96.83'	22°38'50"	N 14°58'04" E	98.19'
C41	65.00'	60.65'	53°27'26"	N 83°58'30" E	58.47'
C42	270.00'	26.59'	5°05'07"	S 30°51'07" E	26.58'
C43	23.00'	3.16'	73°23'52"	S 9°15'07" W	3.16'
C44	23.00'	17.25'	42°57'52"	N 32°48'32" E	16.85'
C45	270.00'	34.20'	71°6'34"	S 18°43'35" W	34.20'

LEGEND
Address on Survey Map or Large Court
(E) = Estimated Section Line

HUNTSMAN ESTATES FIRST AMENDED

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21
AND THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE COUNTY, UTAH
PARK CITY, SUMMIT COUNTY, UTAH

FILED AND RECORDED
STATE OF UTAH
COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF
FEE
RECORDED
DATE
ENTRY NO.



SHEET 2 OF 3

April 20, 2020

Alexandra Amanth, Senior Planner
Park City Planning Department
Park City Municipal Corporation
PO Box 1450
445 Marsac Avenue,
Park City, UT 84060

RE: House Size/Building Pad Discussion Regarding Huntsman Subdivision/Westview Parcel

Alex,

I hope this letter finds you and your family safe and well. As you are aware, we have discussed potentially limiting house sizes in the Huntsman Estates Subdivision at both the Staff level and the Planning Commission level. The Applicant in this case is reluctant to agree to voluntarily reducing house sizes as they feel that it will severely impact the economics of the project and, to our knowledge, this has not been requested to date of other single-family communities in the Deer Valley MPD. As always, we are desirous of working towards a solution that may be considered acceptable to all parties involved in this discussion.

For many years, Park City has had a love/hate relationship with very large houses. While they utilize a lot of resources and impact greater areas than smaller homes, they also generate huge amounts of tax revenue and their design, construction and continuing sales and rentals positively impact large segments of the Park City economy. In recent years, it seems that dialogue has become more strident as sustainability and energy conservation have become more mainstream. In any event, it may be the case in the future that house sizes, for whatever reason, are limited in size within Park City limits for reasons other than setbacks, height restrictions, etc. Currently, however, according to our research, they are not, at least not in the Deer Valley MPD.

According to Steve Issowits, the Vice-President of Deer Valley, the Deer Valley MPD specifically addressed unit sizes in development parcels that had high amounts of density and low amounts of open space but did not on development parcels that had low amounts of density and high amounts of open space. The Westview Parcel clearly fell into the latter category described above. The Westview Parcel, which was identified on the original Deer Valley Master Plan, was assigned 15 units on 40.69 acres. To

date, one house was built in the subdivision, a 22,000-sf home that was the Huntsman Family home. The property is largely separate from other developments in the area and essentially is situated in its own area that is very well screened from other neighborhoods.

The language that most directly affects house sizes is located in the Deer Valley Resort Twelfth Amended and Restated Large-Scale Master Planned Development Permit, dated November 30th, 2016 (attached as Exhibit A). The house size issue, at least as it pertains to the Deer Valley MPD area, is specifically addressed in Section B. The language is clear and unambiguous. The Section reads:

"B. Unit Size. Except for units with relation to which the owner elected to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations."

The only passage in the LMC that concerns house size restrictions for the benefit of neighborhood compatibility is in Section 15-2.11-6 Maximum House Size and Setbacks *on Combined Lots*. As the title of the Section indicates, the LMC language is restricted to Staff and Commission decisions on combined lots. There is no other language in the LMC that supports limiting house sizes for neighborhood compatibility. In fact, the language in the 12th Amendment to the Deer Valley MPD suggests that the City has, in fact, made its compatibility determinations and that "...there shall be no size limitation...". In addition, the fact that Section B above goes on to state that the development must otherwise comply with applicable zoning regulations (i.e., the development must comply with applicable zoning requirements *other than* any pertaining to size limitation) further clarifies that any size limitation provisions contained in the applicable zoning regulations would not apply here.

Nonetheless, the Applicant is desirous of presenting a plan that is supported by the Staff and the Commission and would like to seek a solution that takes everyone's interests into consideration and work towards a compromise. The truth is, while a potential buyer may make their decision to purchase a lot with the thought that they could build a 12,000 sf mega-home, very few actually do. Attached to this report as Exhibit B is a list of all of the lots in the current single-family neighborhoods in Deer Valley and the corresponding square footages of the houses built upon them. Of the 178 existing homes in the six Deer Valley single-family neighborhoods, only 23 exceed 10,000 sf, or a little less than 13% choose to build a truly massive house. Interestingly, no other single-family neighborhoods located within the Deer Valley MPD area is subject to pre-determined house size restrictions yet the reduced house size is still prevalent. By the time a potential home builder actually constructs a house and determines the expense and need, the house size will typically be reduced significantly.

There was considerable dialogue during the Commission meeting and in Staff review regarding identifying building footprints on the individual lots. At the request of the Staff and the Commission, we have further developed a plan that identifies the building pads on the proposed lots to better understand the siting of the homes in the project. That is attached as Exhibit C. The building pads range from 9,147 square feet to 25,264 square feet. Table 1. below, shows the building pad sizes:

Table 1. Huntsman Building Pad Sizes.

Lot #	Building Pad Size	Total A Maximum Square Feet
Lot 1	0.21 acres	9,147 sf
Lot 2	0.58 acres	25,264 sf
Lot 3	0.49 acres	21,344 sf
Lot 4	0.30 acres	13,068 sf
Lot 5	0.40 acres	18,624 sf
Lot 6	0.23 acres	10,018 sf
Lot 7	0.21 acres	9,147 sf
Lot 8	0.21 acres	9,147 sf
Lot 9	0.21 acres	9,147 sf
Lot 10	0.25 acres	10,890 sf
Lot 11	0.25 acres	10,890 sf
Lot 12	Existing House	@22,000 sf
Lot 13	0.31 acres	14,433 sf
Lot 14	0.28 acres	12,196 sf
Lot 15	0.29 acres	13,502 sf

Exhibit C also serves as our amended site plan. We have included the building pads of the 15 lots allowed for by the Deer Valley MPD declaration. We have also modified the fire truck turnaround. Additionally, we have included two additional areas, "Additional Land West" and "Additional Land East" that could accommodate the density transfer that we have discussed at both the Staff and the Commission level. This pertains to a possible transfer of density from the 20-acre parcel of property that is located directly adjacent to the subject property to the west. The Applicant, the Staff, the Planning Commission, adjacent neighbors and Deer Valley have all indicated that this was a discussion that was worthy of pursuing and this land-plan allows for that to occur in the future. The concept is only allowable by way of an amendment to the Deer Valley MPD which may take place in the future. It does require active participation by Deer Valley. The Applicant would like to discuss this concept with the City in the future, but due to the time commitments that the MPD Amendment would require, is not something the Applicant wants to pursue with this current Subdivision Plat application.

We appreciate the Staff and Commission's consideration of this proposal. We are open to ideas and dialogue and look forward to addressing any concerns or questions you may have. Thank you for the opportunity to present this project and please do not hesitate to contact us.

Sincerely,



Rory Murphy
DV Lodge, LLC

When recorded, Mail to:
Park City Recorder
PO Box 1480
Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
Snow Park Village (Combination of Snow Park Hotel Parcel and
Snow Park Parking Area Parcel)
Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

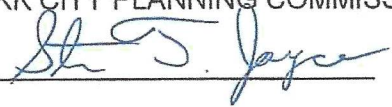
The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

Q. Separability If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By 

Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Cornstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparral (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMacconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Belmont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Slag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
 2. One small unit was separately permitted in this project using .5 unit of density.
 3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
 4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
 5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
 6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
 7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
 8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
 9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
 10. The development density on these parcels is less than the original permitted density at the election of the developer.
 11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
 12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
 13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
 14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
 15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.
- A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343	126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112	5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280	23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890	0	21890
SILVER LAKE LODGE	1200	29160		15790	46150	46150	0
EMPIRE LODGE (4)		22456		12544	35000	30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954
NORTH SILVER LAKE COMMUNITY	8000			6525	14525	0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724	31724	0
TOTAL	75959	78574	20265	174391	349189	295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf).

Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

Bald Eagle

Lot	Acres	Home SF
BEC-1	0.17	12,109
BEC-2	0.11	9,457
BEC-3	1.48	12,500
BEC-4	0.47	4,099
BEC-5	0.61	8,177
BEC-6	0.88	7,741
BEC-7-8	1.57	14,100
BEC-9	0.7	11,064
BEC-10	0.47	5,329
BEC-11	0.6	9,329
BEC-12	0.46	6,827
BEC-13	0.65	9,356
BEC-14	0.22	10,180
BEC-15	0.51	5,600
BEC-16	0.63	8,000
BEC-17	0.64	9,358
BEC-18	0.55	8,999
BEC-19	0.47	
BEC-20	0.41	8,413
BEC-21	0.48	
BEC-22	0.72	9,389
BEC-23	0.75	8,584
BEC-24	0.78	6,883
BEC-25	0.92	8,457
BEC-26	0.72	
BEC-27	0.46	7,800
BEC-28	0.05	13,000
BEC-29	0.18	3,600
BEC-30	0.41	11,092
BEC-31	0.51	9,040
BEC-32	0.74	7,119
BEC-33	0.7	12,187
BEC-34	0.1	8,918
BEC-35	0.41	6,900
BEC-36	0.57	14,106
BEC-37	0.6	9,272
BEC-38	0.42	8,507
BEC-39	0.92	8,825
BEC-40	0.68	8,402
BEC-41	0.51	10,179
BEC-42	0.71	9,003
BEC-50-1AM	0.12	7,036
BEC-51-1AM	0.34	6,739
BEC-54-2AM	1.26	11,380
BEC-55-2AM	1.11	15,708
BEC-56-2AM	1.16	9,202
BEC-57-2AM	0.63	9,570
BEC-58-2AM	0.64	8,863
AVG:	0.61	9,120

Evergreen

Lot	Acres	Home SF
EVG-1	0.39	
EVG-2	0.83	8,470
EVG-3	1.25	
EVG-4	1.48	10,517
EVG-5	1.2	
EVG-6-AM	1.21	6,614
EVG-8	0.38	5,659
EVG-9	0.4	7,054
EVG-10-AM	0.56	11,056
EVG-11	0.54	6,046
EVG-12	0.42	6,322
EVG-13	0.31	4,500
EVG-14	0.24	5,052
EVG-15-AM	0.29	5,520
EVG-16-AM	0.59	10,230
EVG-18	0.52	8,730
EVG-19	0.62	6,997
EVG-20	0.39	8,100
EVG-21	0.75	11,983
EVG-22	0.93	7,035
EVG-23-AM	1.1	9,140
EVG-24	0.23	6,587
EVG-25	0.29	7,068
EVG-26	0.44	4,570
EVG-27	0.53	7,100
EVG-28	0.4	7,000
EVG-29	0.4	5,656
EVG-30	0.38	7,872
EVG-31	0.4	6,042
EVG-32	0.53	6,543
EVG-33	0.41	7,348
EVG-34	0.3	6,061
AVG:	0.58	7,271

Red Cloud

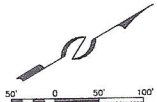
Lot	Acres	Home SF
RCLD-1-AM	1.45	
RCLD-2-AM	1.22	
RCLD-3-AM	1.5	
RCLD-4-AM	2.72	
RCLD-5	1.01	9,032
RCLD-6	1.73	
RCLD-7	1.7	8,200
RCLD-8	1.46	
RCLD-9	1.22	8,126
RCLD-10	1	
RCLD-11	1.01	8,146
RCLD-12	1.1	12,021
RCLD-13	1.82	
RCLD-14	2.01	31,225
RCLD-15	1.08	9,693
RCLD-16	1.01	8,103
RCLD-17	1.95	
RCLD-18	1.13	
RCLD-19	1.08	
RCLD-20	2.02	
RCLD-21	2.08	11,360
RCLD-22	1.32	11,649
RCLD-23	1.49	
RCLD-24	1.83	11,883
RCLD-25	1.03	8,438
RCLD-26	1.1	
RCLD-27	1.08	
RCLD-28	1.02	
RCLD-29	1.21	
RCLD-30	1.44	
AVG:	1.43	11,490

American Flag

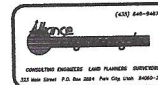
Lot	Acres	Home SF
AF-1	0.68	
AF-2	0.43	3,926
AF-3	0.43	4,868
AF-4	0.44	6,786
AF-5	0.71	5,901
AF-6	0.56	
AF-7	0.81	8,894
AF-8	3.8	
AF-9	3.4	6,471
AF-10	0.37	6,019
AF-11	0.33	4,472
AF-12	0.37	6,011
AF-13	0.36	8,031
AF-14	0.44	6,770
AF-15	1.7	6,913
AF-16	3.6	
AF-17	0.8	3,332
AF-18	0.68	7,282
AF-19	0.54	
AF-20	0.53	
AF-21	0.66	4,882
AF-22	0.41	5,888
AF-23	0.33	
AF-24	0.44	5,625
AF-25	0.33	5,535
AF-26	0.27	3,972
AF-27	0.34	4,074
AF-28	1.86	8,888
AF-29	0.67	
AF-30	0.64	4,288
AF-31	0.61	4,727
AF-32	0.59	6,521
AF-33		
AF-34		
AF-35	2.6	7,782
AF-36	3.06	7,277
AF-37	2.08	8,500
AF-38	1.55	5,476
AF-39	1.6	8,514
AF-40	1.5	91
AF-41	1.8	8,097
AF-42	1.8	8,431
AF-43	1.5	4,805
AF-44	1.8	
AF-45	1.1	9,330
AF-46	0.83	9,400
AF-47	0.67	5,082
AF-48	0.59	
AF-49	0.59	4,960
AF-50	0.5	7,397
AF-51	0.56	5,769
AF-52	0.37	
AF-53	0.52	6,448
AF-54	0.52	10,047
AF-55	0.39	4,269
AF-56	0.45	7,473
AF-57	0.66	7,140
AF-58	0.86	10,400
AF-59	0.5	7,172
AF-60	0.52	6,536
AF-61	0.48	6,066
AF-62	0.53	5,579
AF-63	0.54	8,663
AF-64	0.67	
AF-65	0.74	5,600
AF-66	0.79	5,556
AF-67	0.97	7,916
AF-68	1.02	6,726
AF-69		
AF-70		
AF-71	0.41	
AF-72	0.45	
AF-73	0.31	
AF-74	0.32	6,100
AF-75	0.45	5,300
AF-76	0.67	6,000
AF-77	0.44	9,021
AF-78	0.41	5,746
AF-79	0.56	7,239
AF-80	0.46	
AF-81	0.52	5,574
AF-82	0.58	6,586
AF-83	0.65	7,744
AF-84	0.56	5,740
AF-85	0.37	
AF-86	0.37	4,863
AF-87	0.39	2,670
AF-88-2AM	0.69	6,893
AF-90	0.56	6,341
AF-91	0.43	6,000
AF-92	0.41	3,854
AF-93	0.34	7,173
AVG:	0.83	6,330



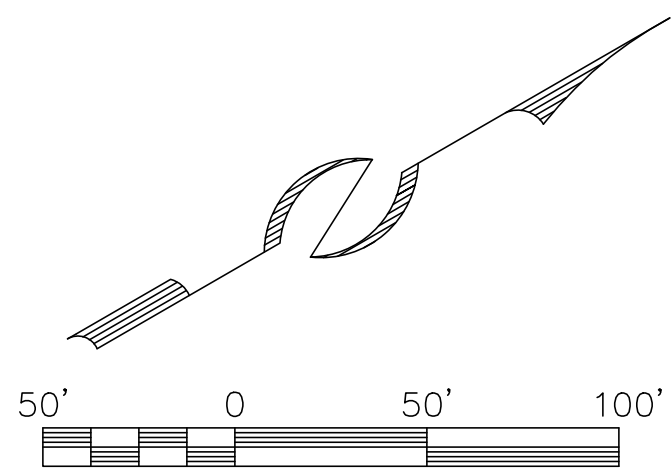
LOT NUMBER	LOT AREA (ACRE)	BUILDING ENVELOPE AREA (ACRE)	BUILDING ENVELOPE/LOT AREA (SQ)
1	0.89	0.21	31%
2	3.04	0.58	19%
3	2.76	0.49	18%
4	0.87	0.30	31%
5	1.20	0.40	33%
6	0.82	0.23	28%
7	0.87	0.21	21%
8	0.82	0.21	23%
9	0.83	0.21	24%
10	0.80	0.25	41%
11	0.54	0.25	46%
12	22.08	—	—
13	0.70	0.31	43%
14	0.68	0.28	41%
15	0.57	0.28	49%
COMMON AREA	0.88	—	—
ADDITIONAL LAND WEST	1.03	—	—
ADDITIONAL LAND EAST	0.89	—	—



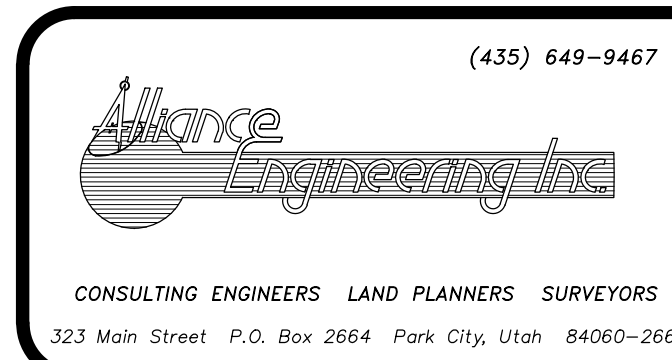
EXISTING RESERVE	15.00 SQ FT
EXISTING LOT AREA	15.00 SQ FT
NEW IMPROVEMENTS PER LOT	15.00
TOTAL HANDICAP	15.00 + 1.00 = 16.00 = 35.00 SQ FT
PARCEL AREA	1,772.55 SQ FT
PERCENT OPEN SPACE	(1,772.55 - 35.00) / 1,772.55 = 98.0%



STAFF: MICHAEL DEMKOWICZ STAFF BLAISE MONTGOMERY	HUNTSMAN ESTATES SITE DESIGN LOT EXHIBIT FOR: DV LODGE LLC JOB NO.: 3-15-18 FILE: \\A:\Users\Yolande\My Documents\Huntsman Estates\31019-draft.dwg	SHEET 1 OF 1
---	--	-----------------------



OPEN SPACE CALCULATIONS	
EXISTING RESIDENCE	15,501 SQ FT
EXISTING GARAGE	6,260 SQ FT
NEW IMPROVEMENTS PER LOT	**VARIES**
TOTAL HARDSCAPE	15,501 + 6,260 + 184,069 = 205,830 SQ FT
PARCEL AREA	1,772,552 SQ FT
PERCENT OPEN SPACE	$(1,772,552 - 205,830) / (1,772,552) = 88.4\%$



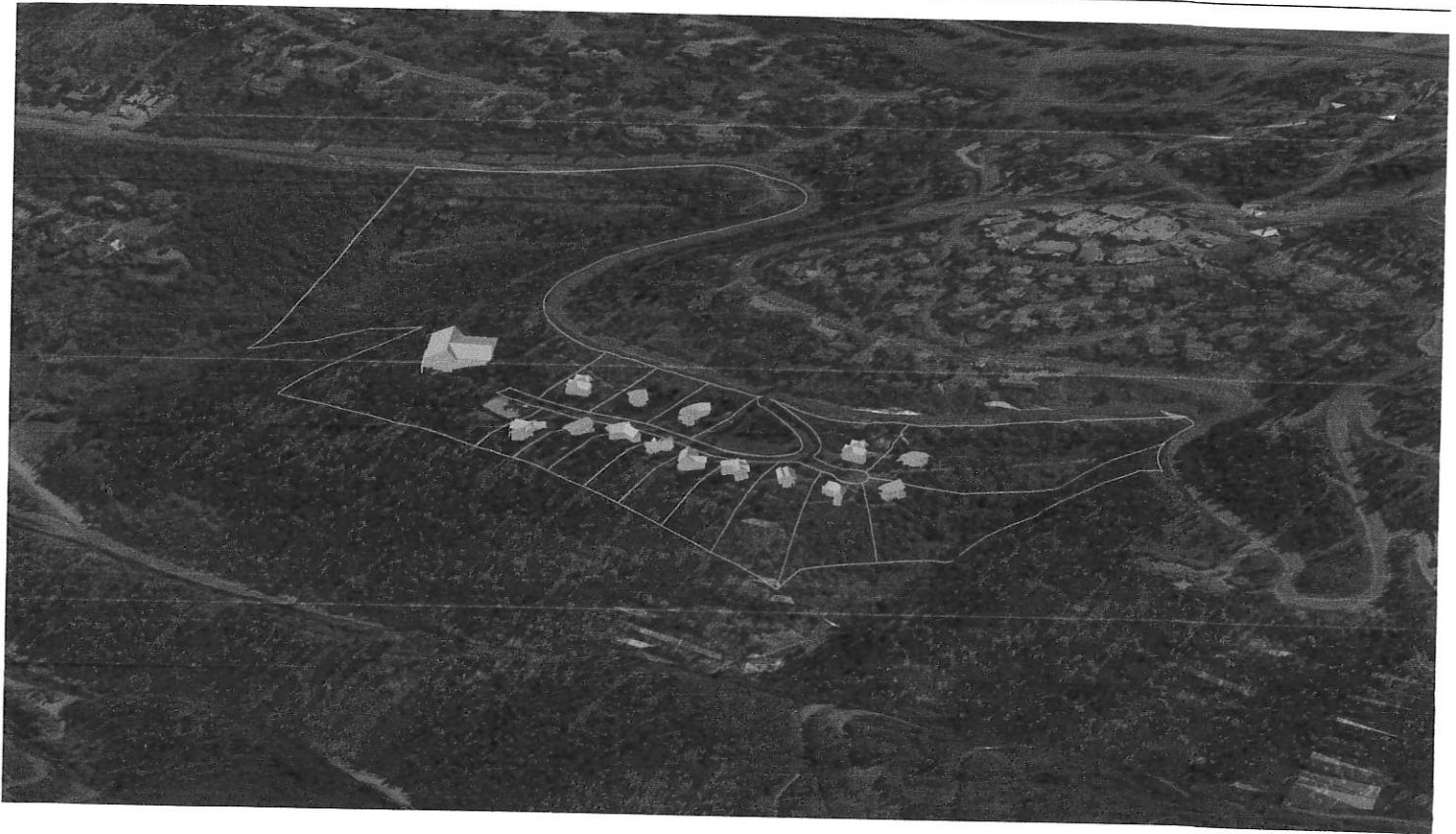
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ
BLAYDE MCINTIRE
DATE: 4/15/20

HUNTSMAN ESTATES SITE DESIGN
LIMIT OF DISTURBANCE PLAN
FOR: DV LODGE LLC
JOB NO.: 3-10-19
FILE: X:\Deer Valley\dwg\projects\Huntsman Estates\031019-civil.dwg

SHEET
1
OF
1

LOT AREA TABLE			
LOT NUMBER	LOT AREA (ACRE)	L.O.D. (ACRE)	L.O.D./LOT AREA (%)
1	0.69	0.21	31%
2	3.04	0.58	19%
3	2.78	0.49	18%
4	0.97	0.30	31%
5	1.20	0.40	36%
6	0.82	0.23	28%
7	0.67	0.21	31%
8	0.62	0.21	33%
9	0.63	0.21	34%
10	0.60	0.25	41%
11	0.54	0.25	46%
12	22.06	—	—
13	0.70	0.31	45%
14	0.66	0.28	43%
15	0.67	0.29	43%
COMMON AREA	0.88	—	—
ADDT'L LAND WEST	1.03	—	—
ADDT'L LAND EAST	0.69	—	—

HUNTSMAN ESTATES

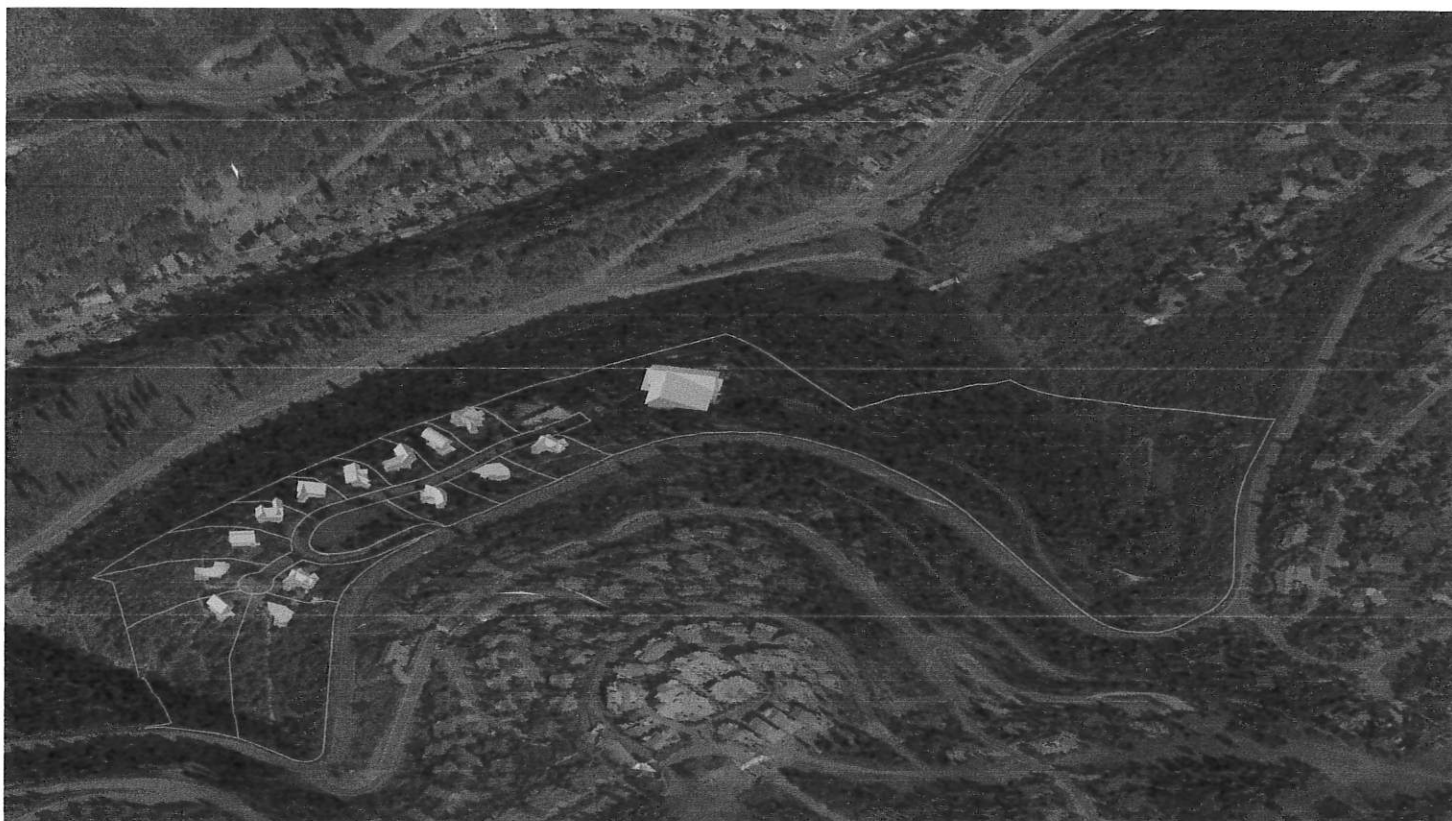


Alliance Engineering Inc.
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
325 Main Street P.O. Box 2654 Park City, Utah 84060-2654

HUNTSMAN ESTATES

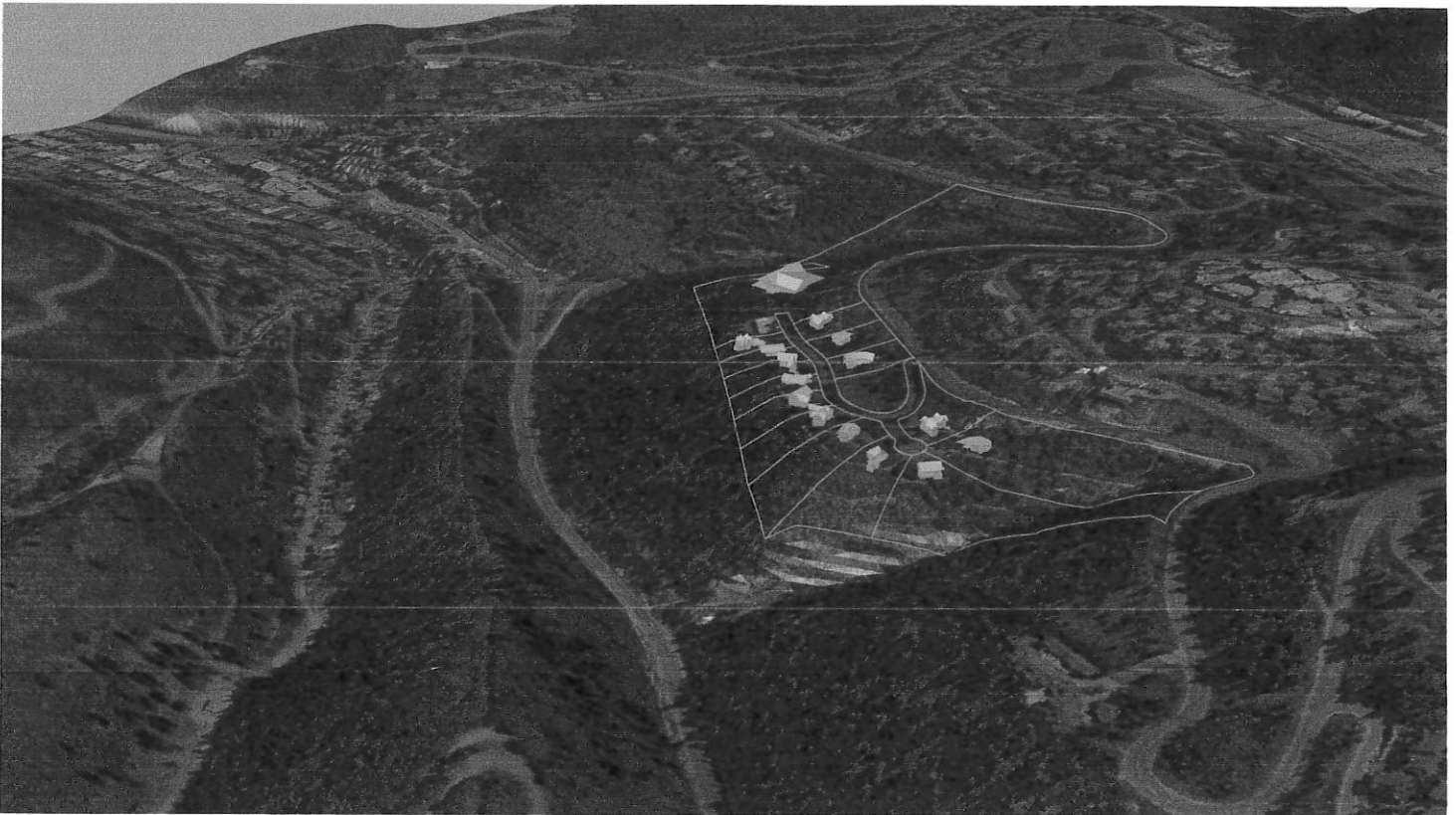


HUNTSMAN ESTATES



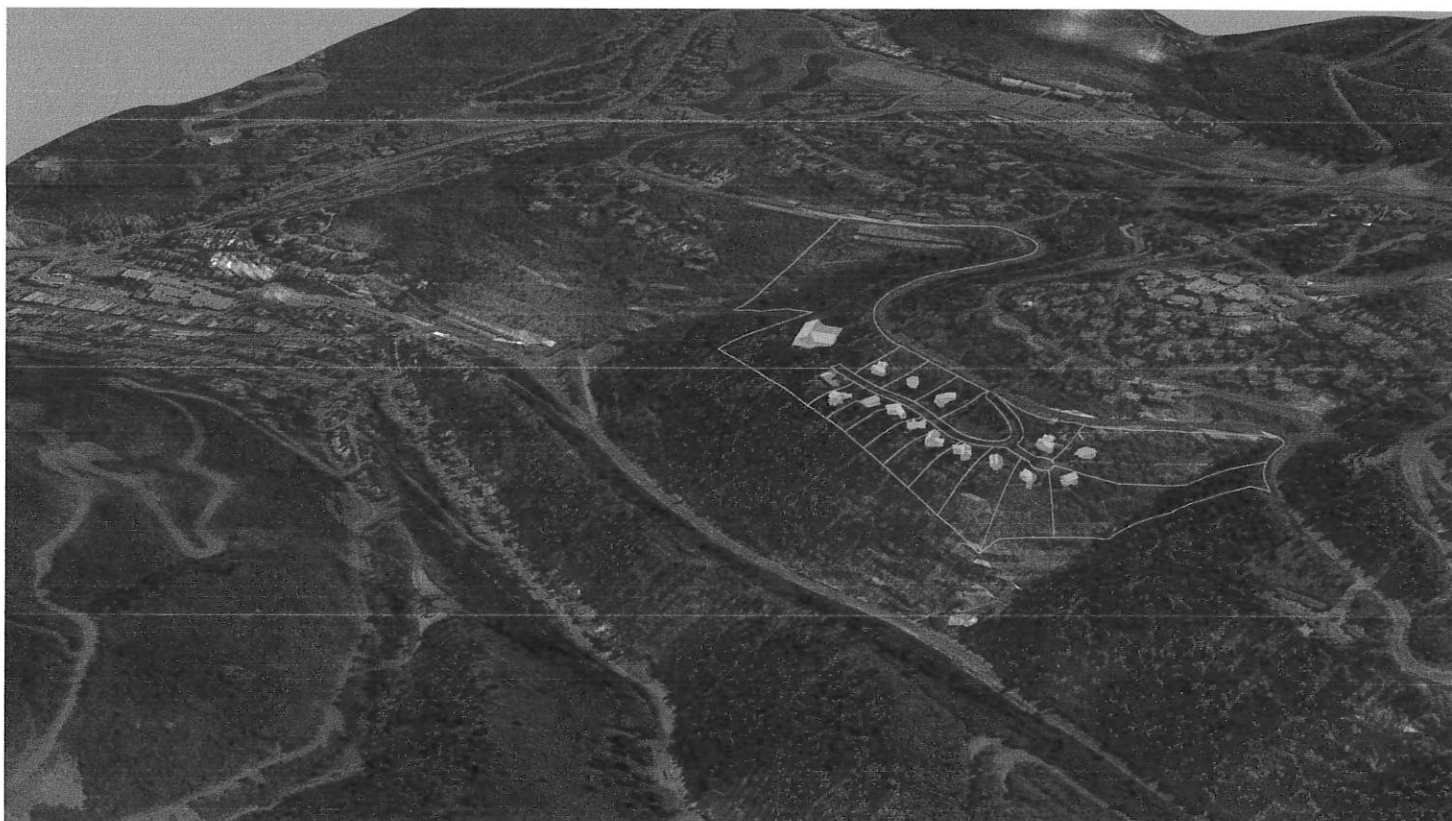
Alliance Engineering Inc.
(435) 648-9467-PHONE
(435) 648-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2684 Park City, Utah 84060-2684

HUNTSMAN ESTATES



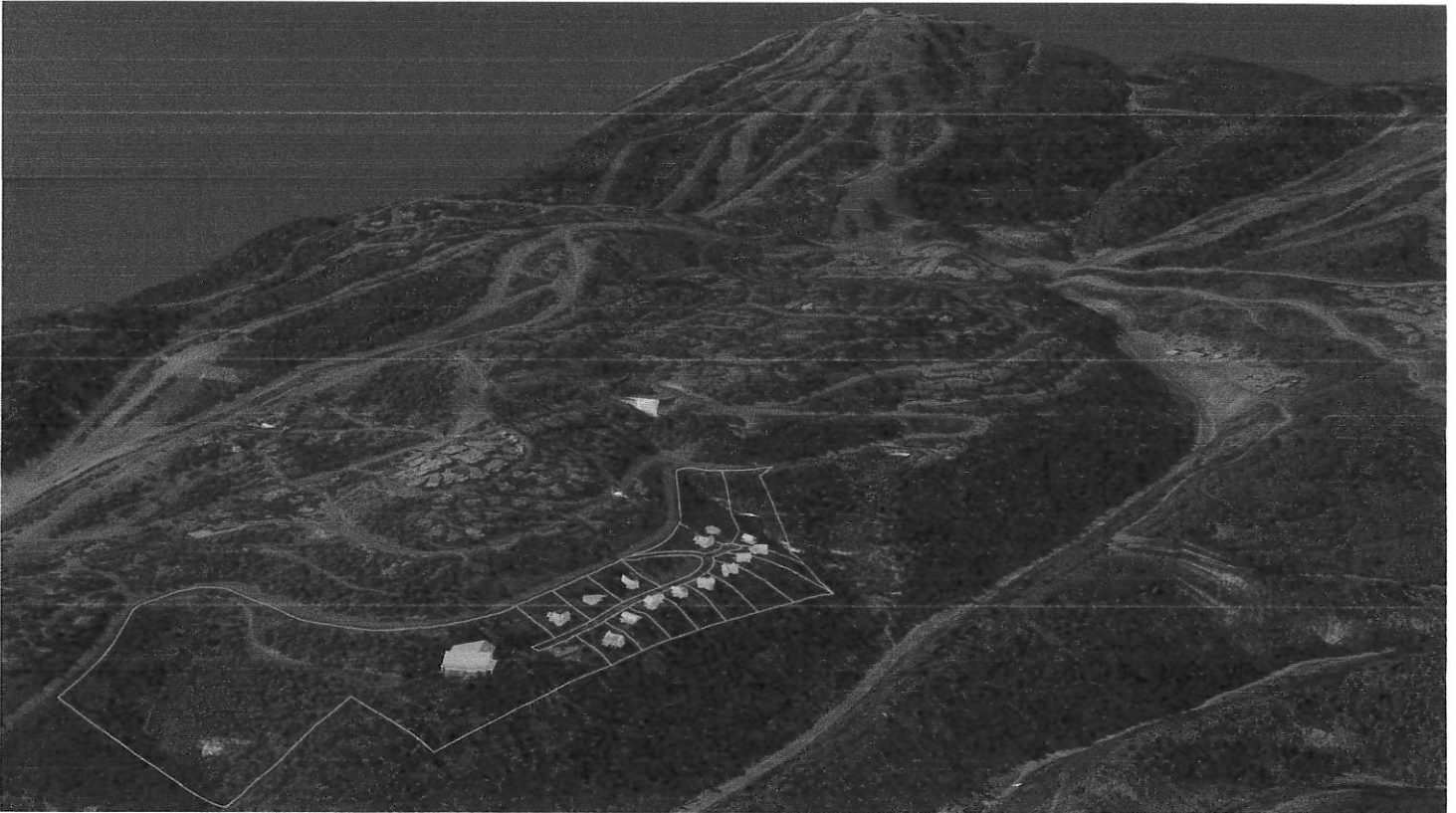
Alliance Engineering Inc.
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 Main Street P.O. Box 2664 Park City, Utah 84060-2664

HUNTSMAN ESTATES



Alliance Engineering Inc.
(435) 649-9467—PHONE
(435) 649-9475—FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

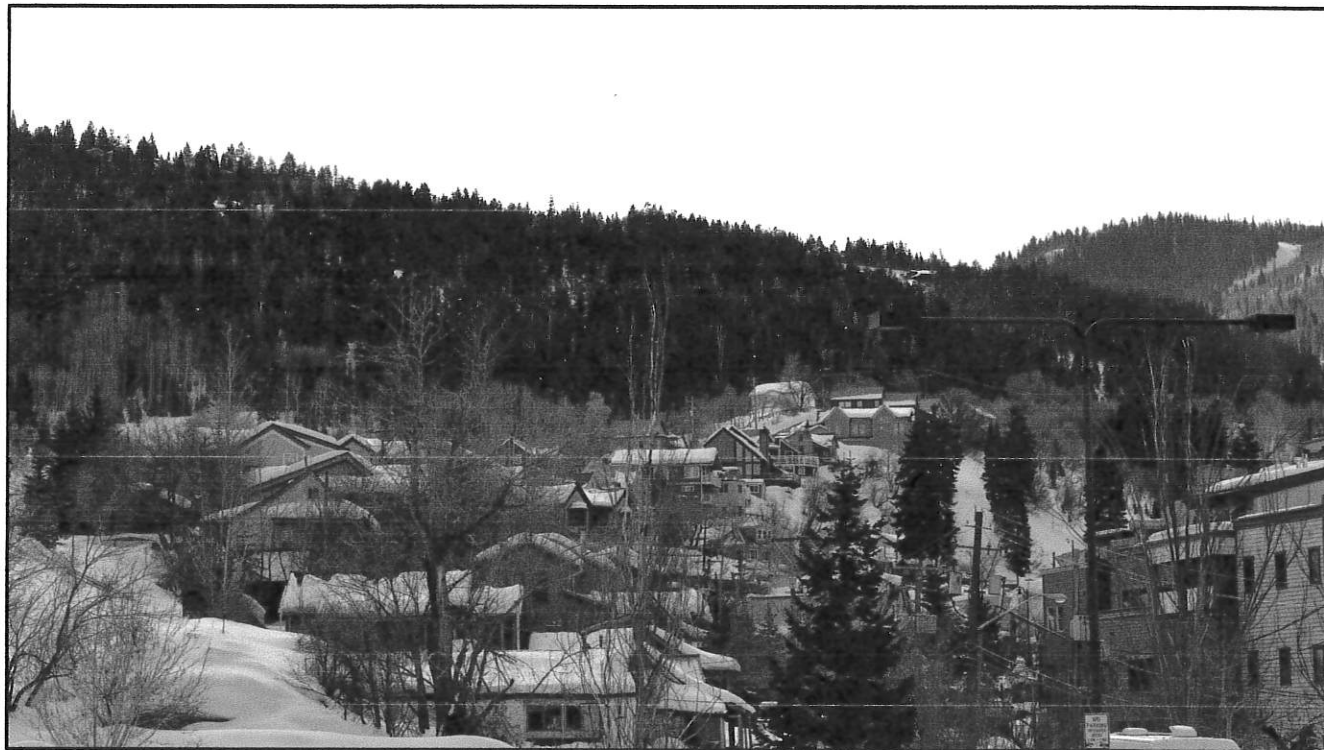
HUNTSMAN ESTATES



Alliance Engineering Inc.
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 Main Street P.O. Box 2684 Park City, Utah 84060-2684

HUNTSMAN ESTATES

Existing Conditions



looking from Marsac Building



FROM MARSAC BUILDING

SUBJECT PROPERTY



key map

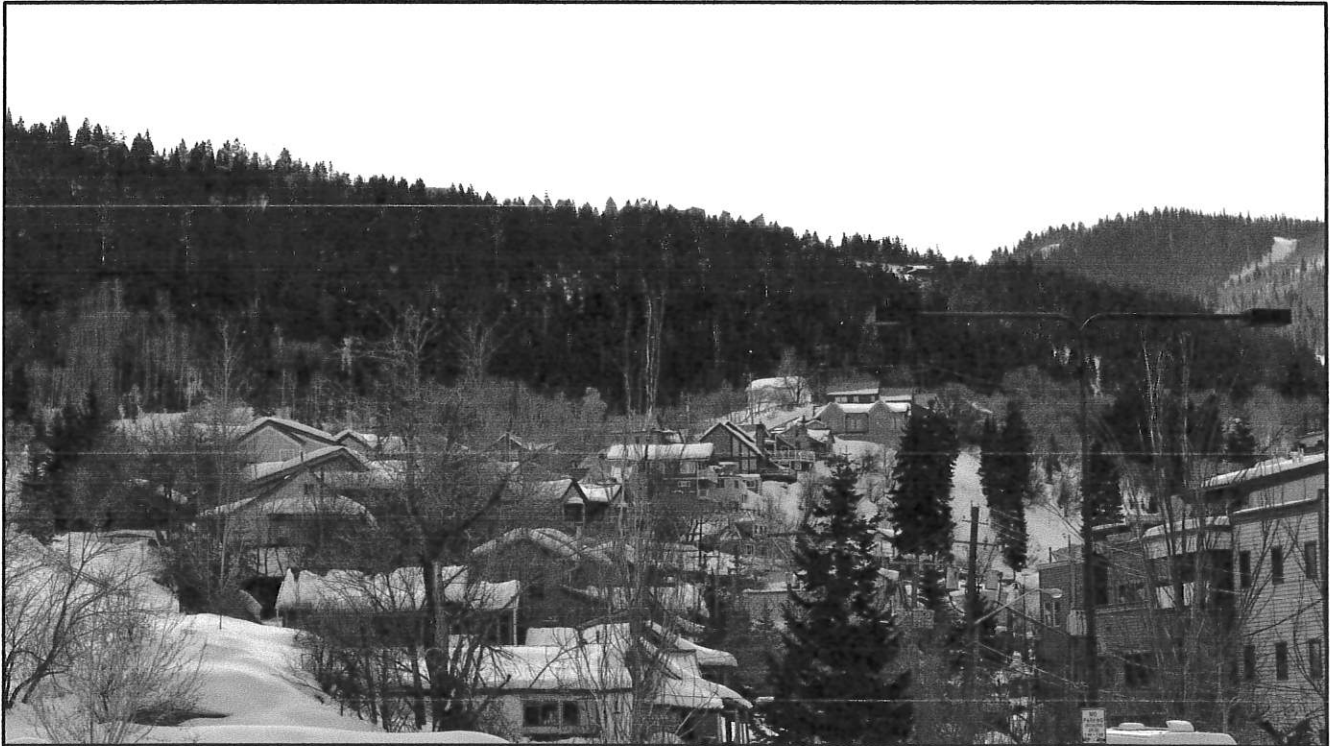
(435) 649-9467-PHONE
(435) 649-9475-FAX



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES
Proposed Home Sites



looking from Marsac Building



FROM MARSAC BUILDING

SUBJECT PROPERTY



key map

(435) 649-9467-PHONE
(435) 649-9475-FAX

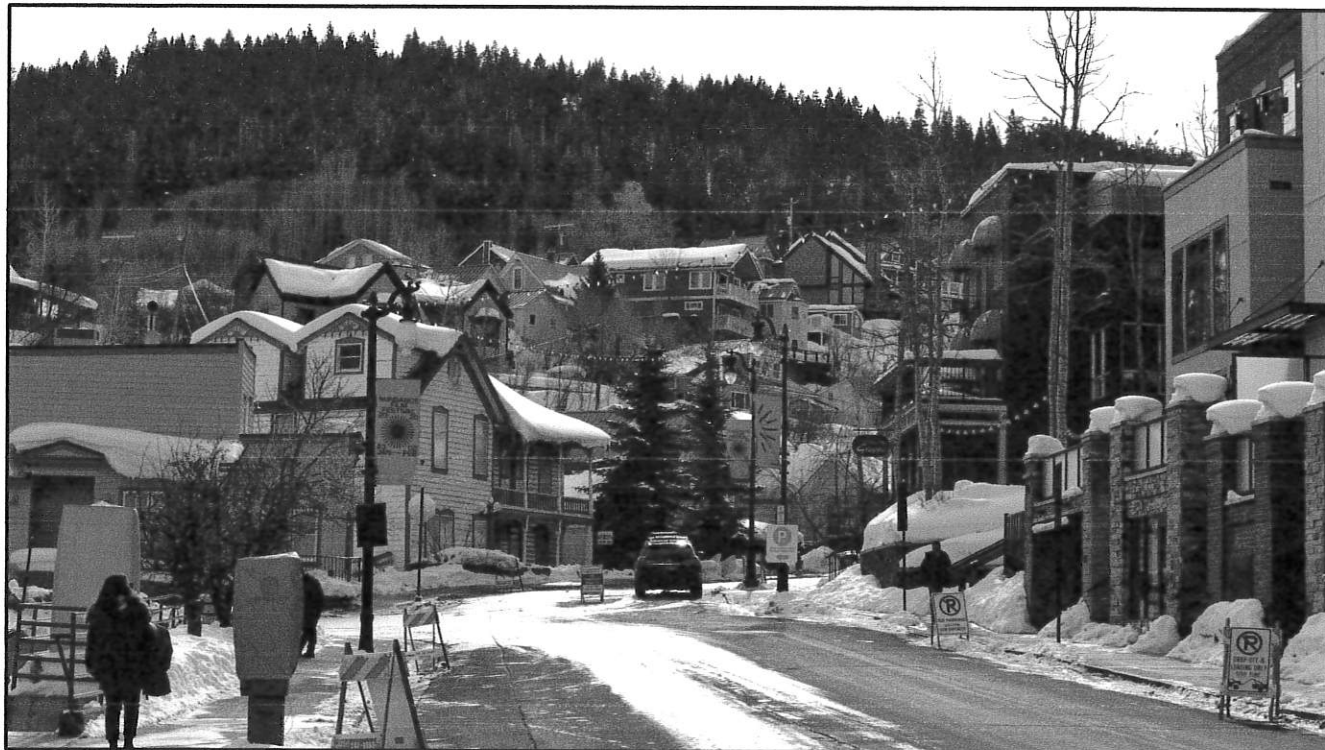
Alliance
Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES

Existing Conditions



looking from top of Main Street

FROM TOP OF
MAIN STREET



SUBJECT PROPERTY



key map

(435) 649-9467—PHONE
(435) 649-9475—FAX

Alliance
Engineering Inc.

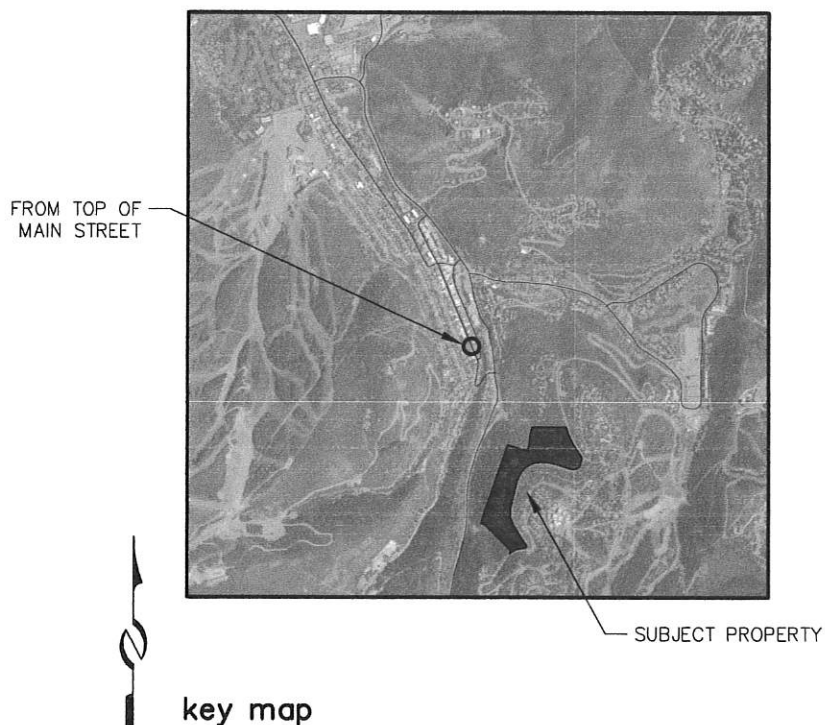
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES
Proposed Home Sites



looking from top of Main Street



(435) 649-9467-PHONE
(435) 649-9475-FAX

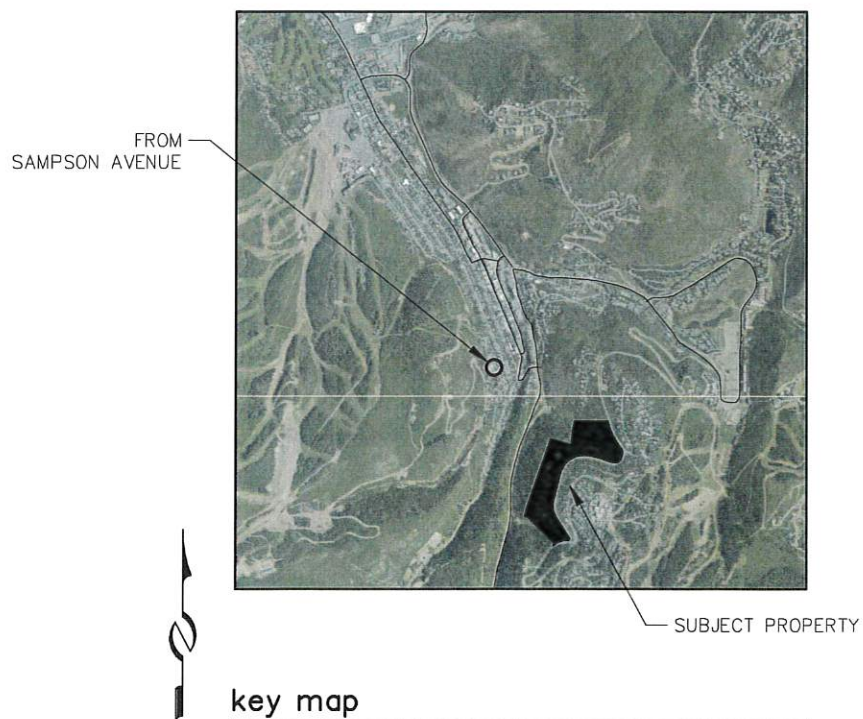
Alliance
Engineering Inc.

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

HUNTSMAN ESTATES
Proposed Home Sites



looking from Sampson Avenue



(435) 649-9467-PHONE
(435) 649-9475-FAX

Alliance
Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES Subdivision

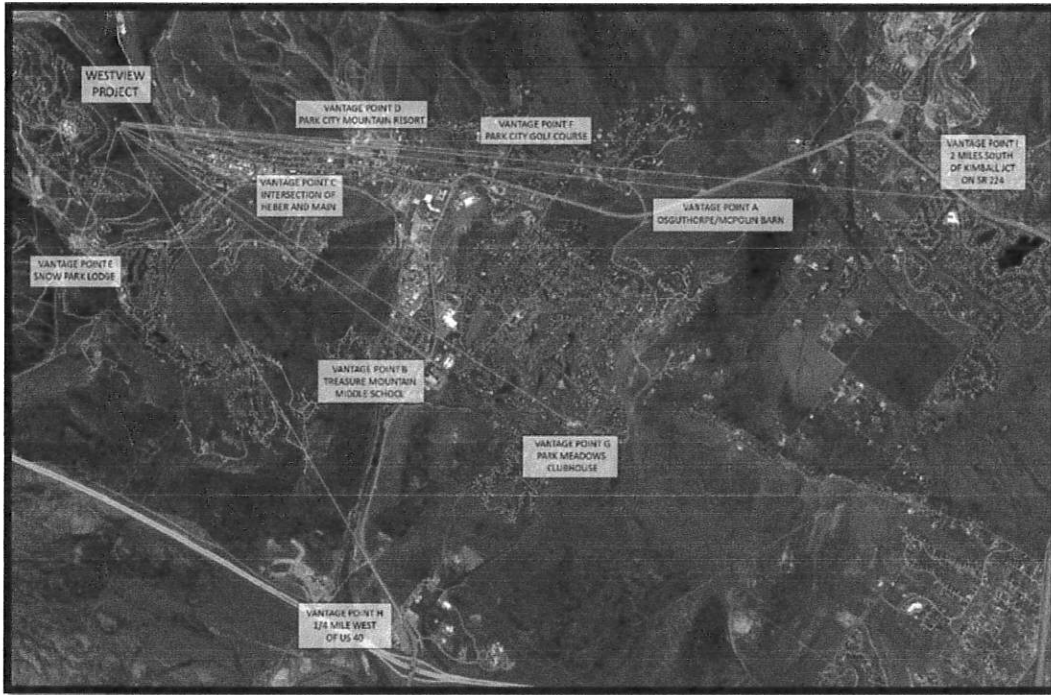
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

(A) Sensitive Land Analysis

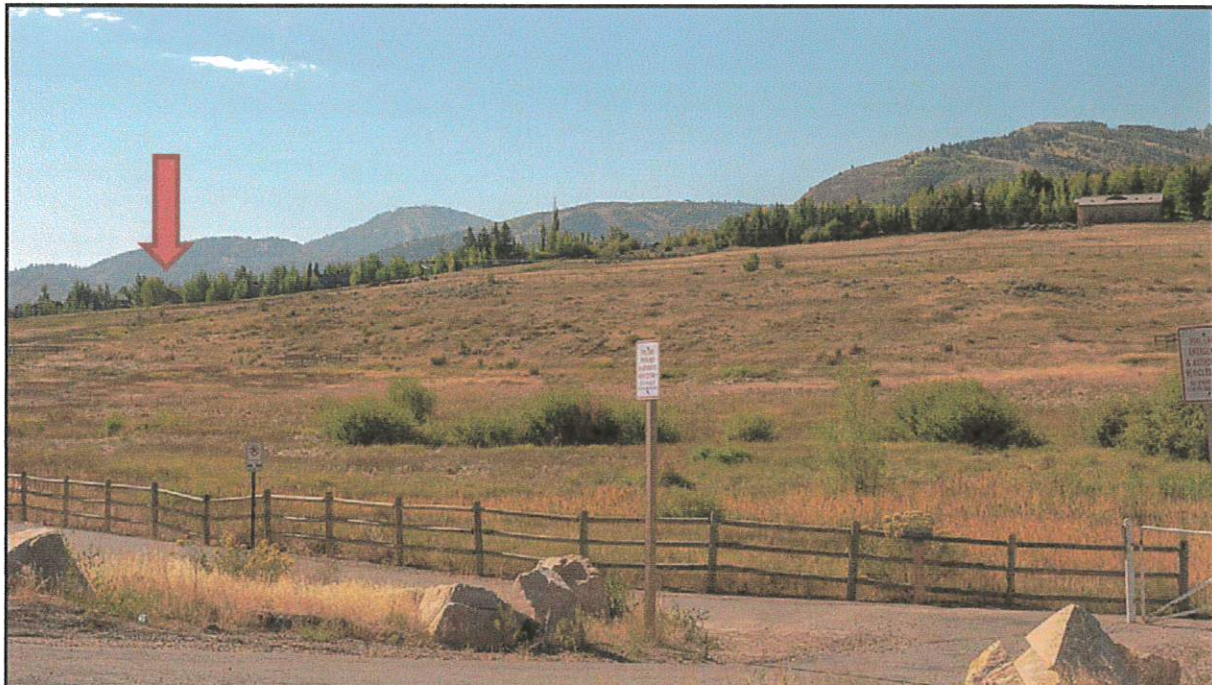
(4) Designated Entry Corridors and Vantage Points

Designated Entry Corridors and Vantage Points (See Attached Exhibit A)



HUNTSMAN ESTATES Project Area – Google Earth Perspective Image

HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone



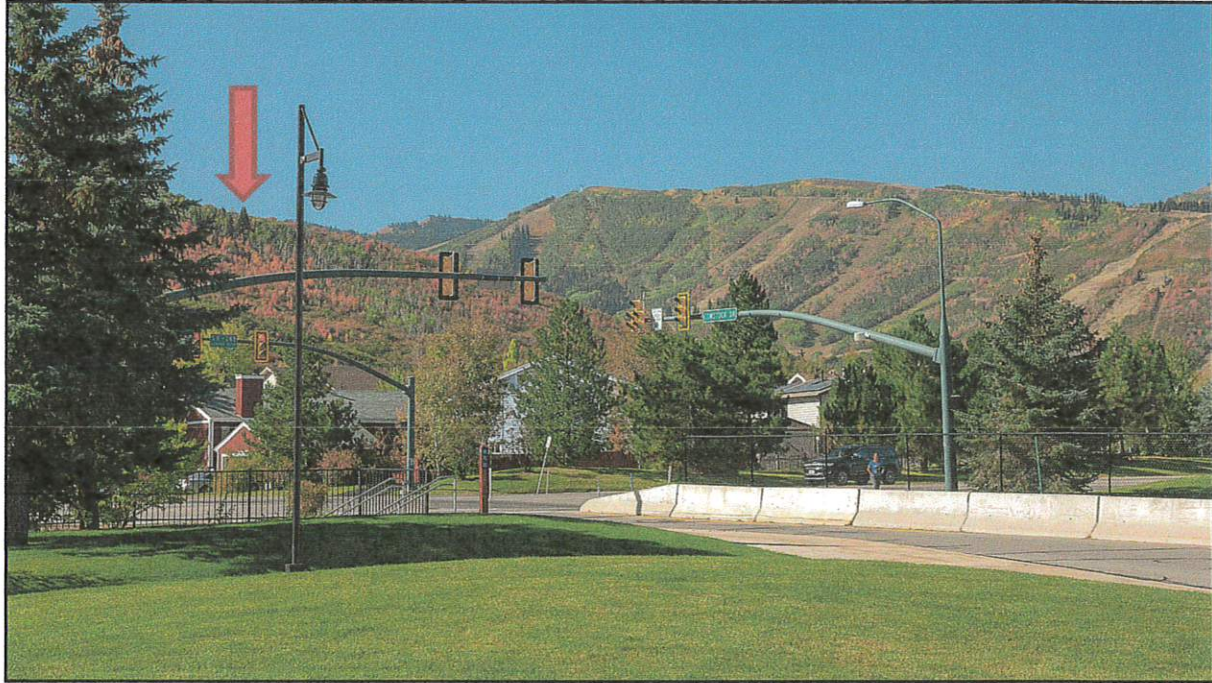
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "A" – Osguthorpe/McPolin Barn

Vantage Point "A" is 3.5 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

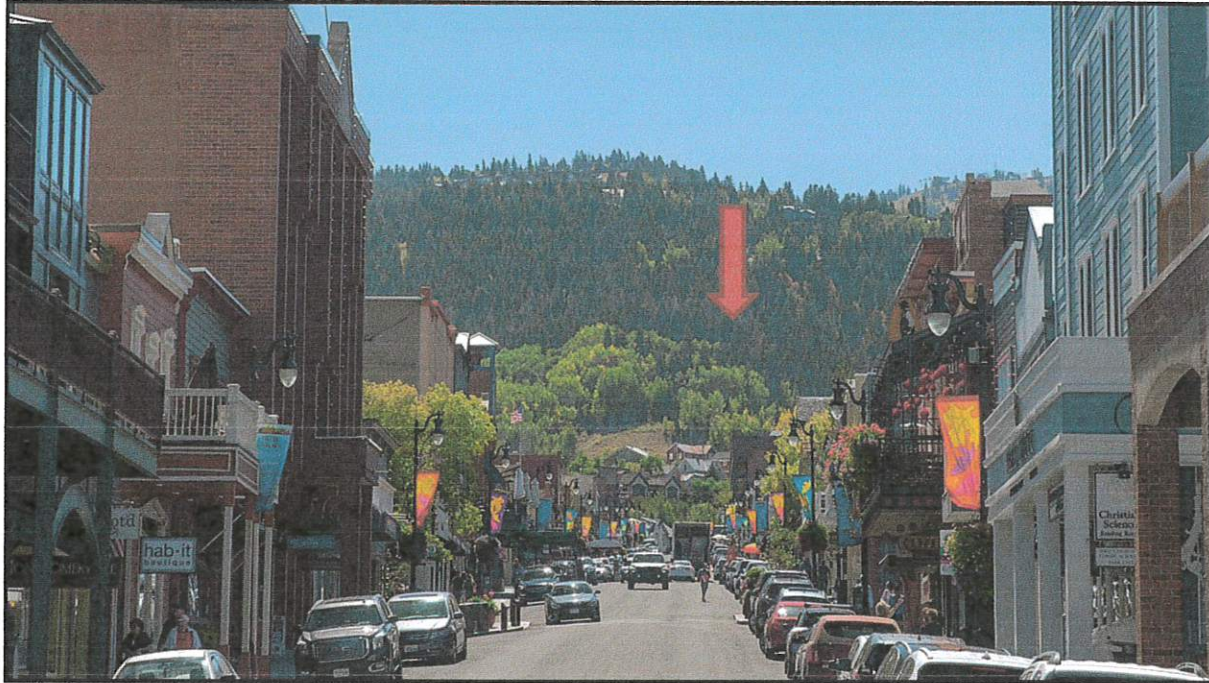
Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "B" – Treasure Mountain Middle School

Vantage Point "B" is 2.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "C" – Intersection of Main Street and Heber Avenue.

Vantage Point "C" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

The development of Huntsman Estates is located south of the existing house and garage structure and is not visible from the bottom of Main Street. The existing large evergreen trees north and west of the proposed lots and existing house and garage provide a barrier from being able to see the new houses. The following renderings show the proposed development from Main Street and Marsac Avenue.

HUNTSMAN ESTATES Subdivision

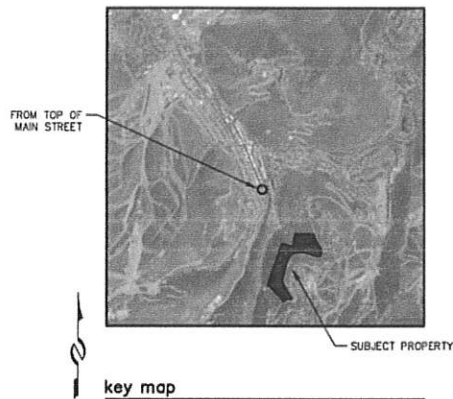
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

HUNTSMAN ESTATES
Proposed Home Sites



looking from top of Main Street



key map

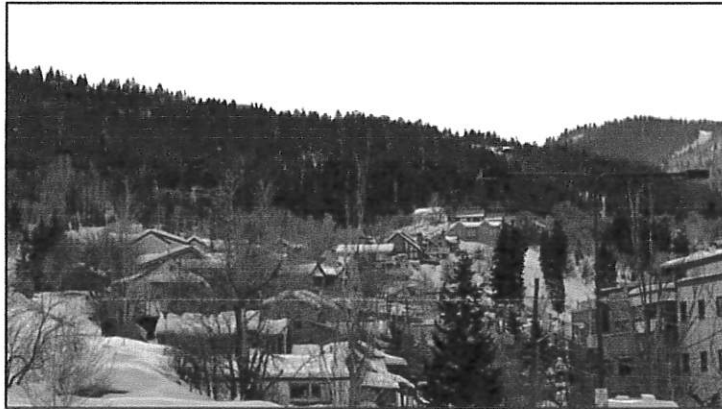


HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

HUNTSMAN ESTATES
Proposed Home Sites



looking from Marsac Building



FROM MARSAC BUILDING

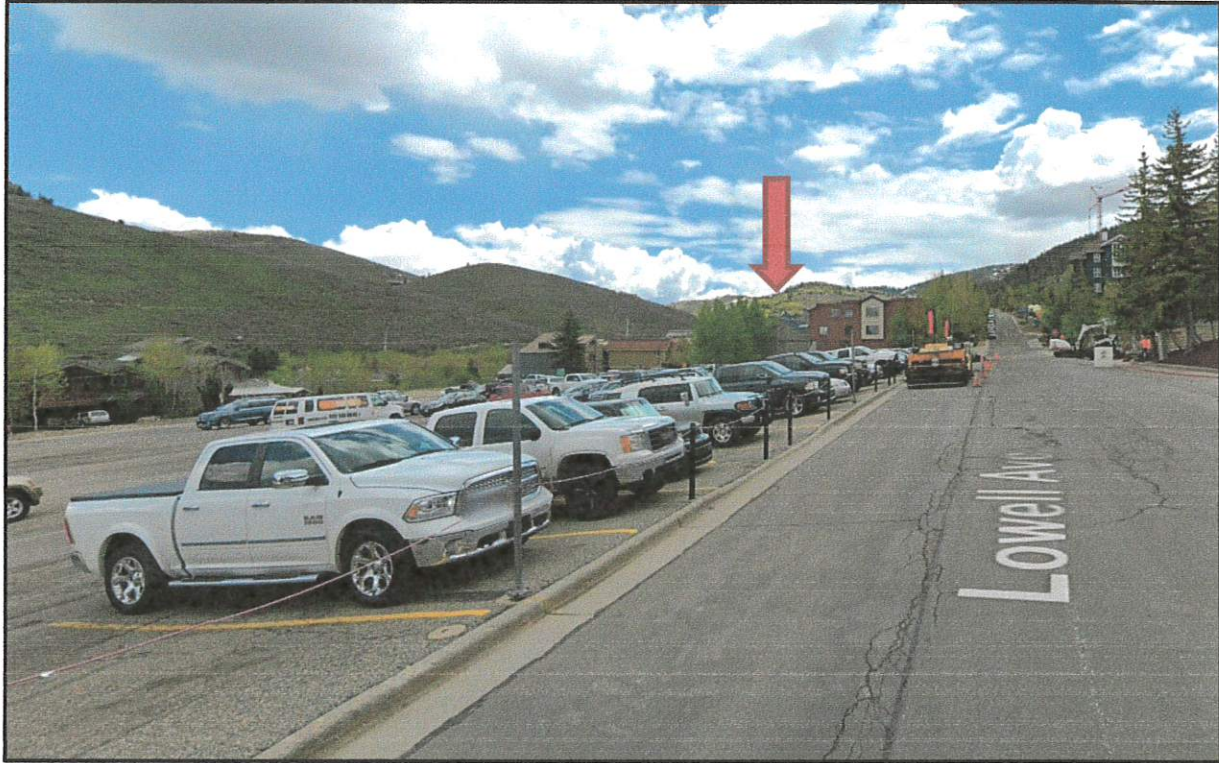
SUBJECT PROPERTY



key map



HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone



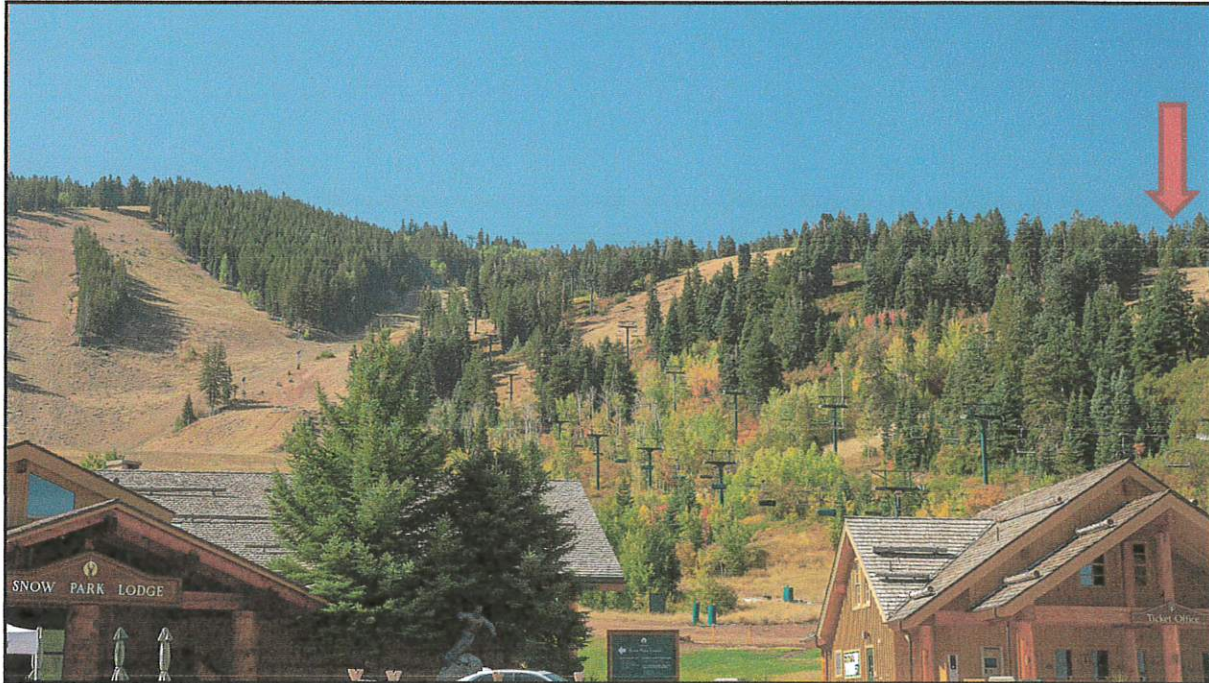
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "D" – Park City Ski Area Base

Vantage Point "D" is 1.45 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "E" – Snow Park Lodge

Vantage Point "E" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



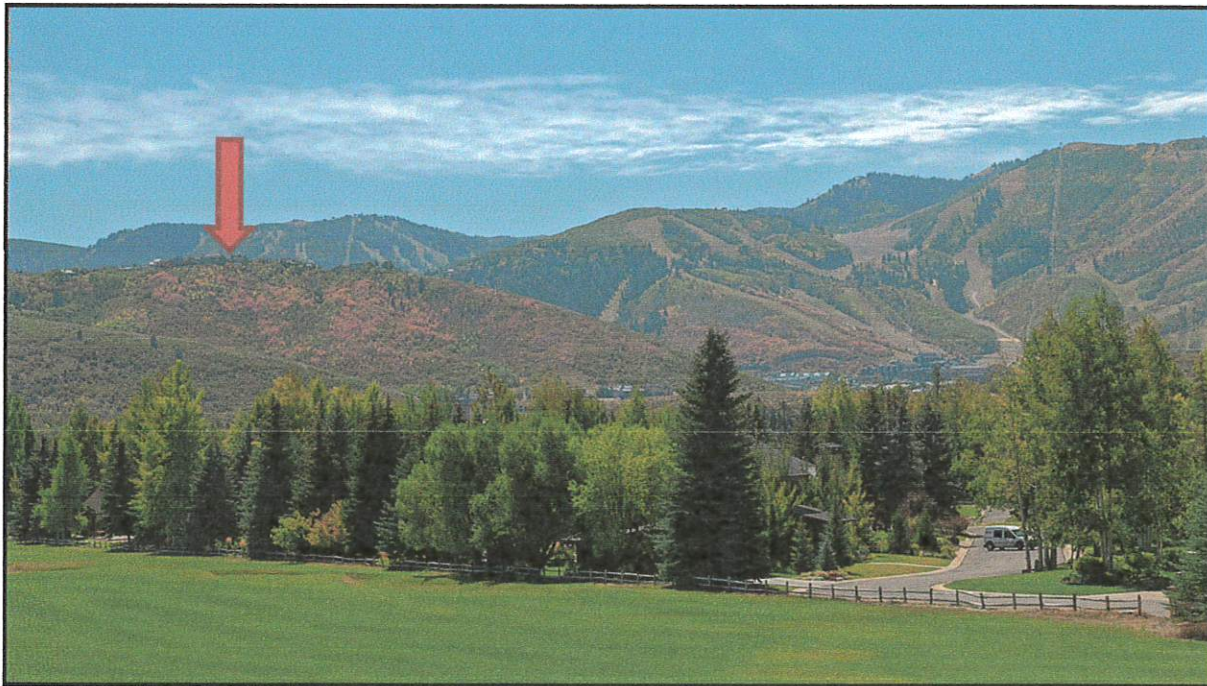
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "F" – Park City Golf Course

Vantage Point "F" is 2.3 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



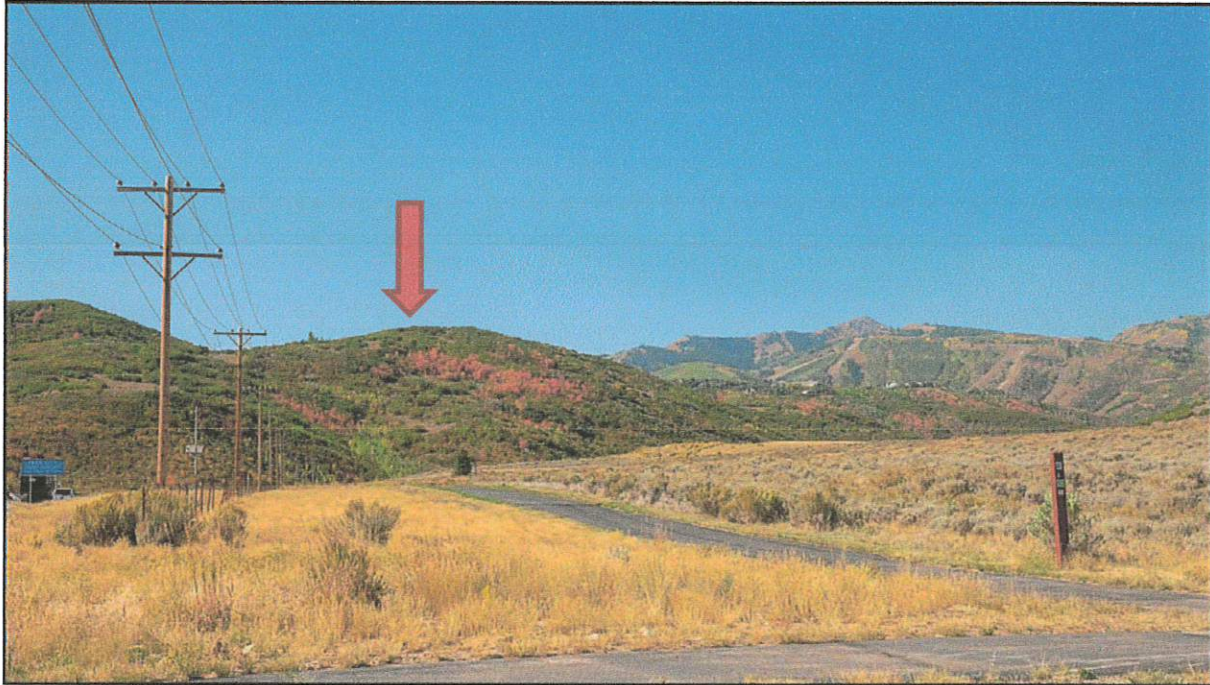
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "G" – Park Meadows Golf Course Club House

Vantage Point "G" is 3.25 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

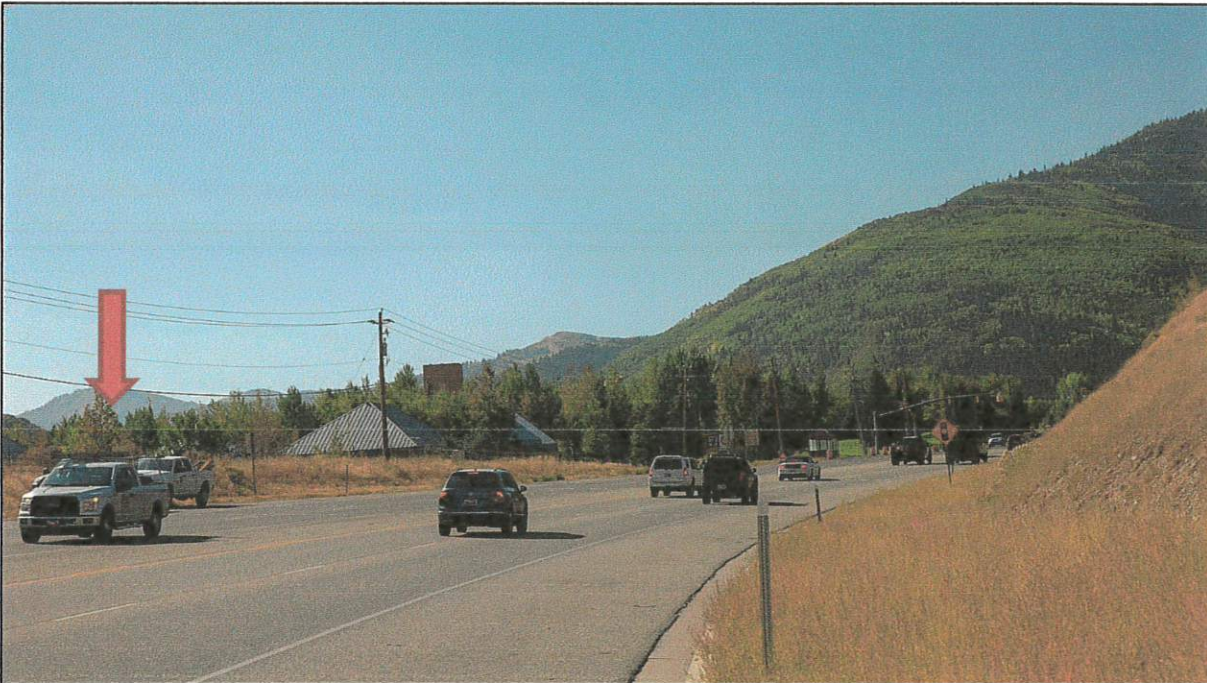
Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "H" – Highway 248, ¼ mile from US40

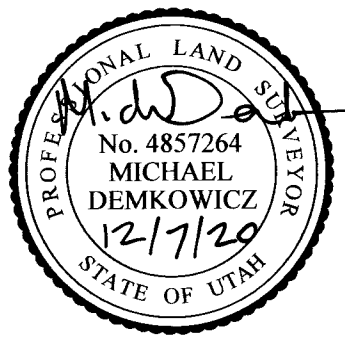
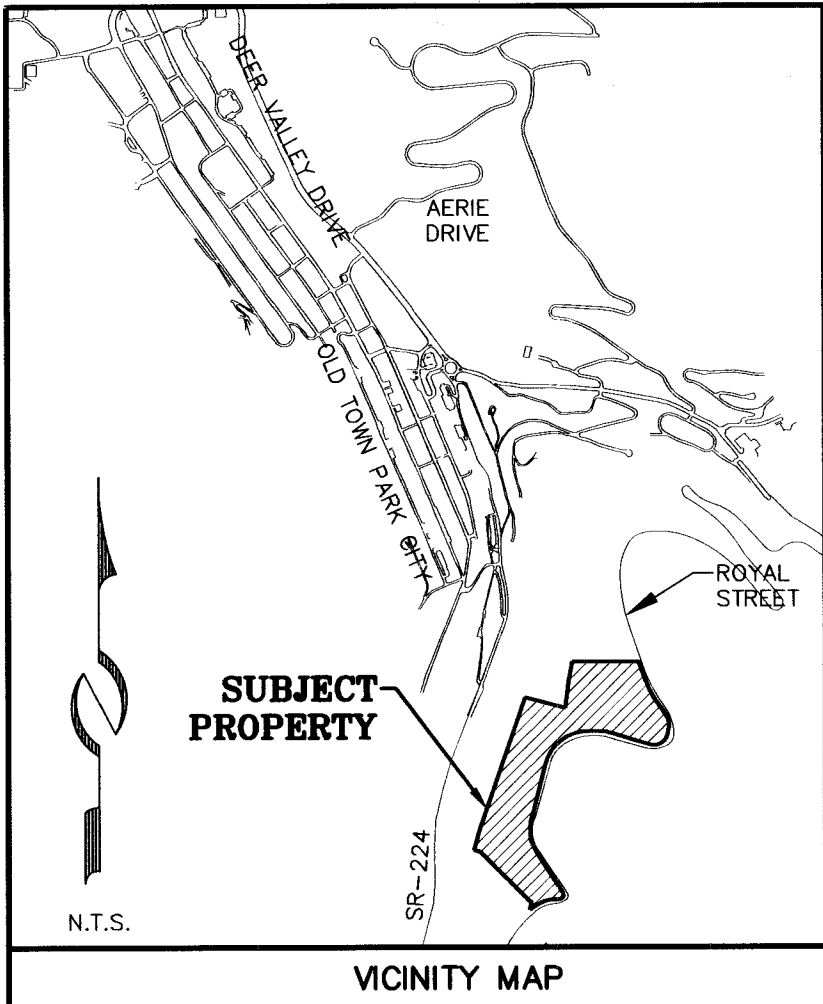
Vantage Point "H" is 3.4 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "I" – Highway 224, 2 miles south of Kilby Road

Vantage Point "I" is 5.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.



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 on this plat and described hereon, and have combined said tract of land into lots, together with streets, hereafter to be known as HUNTSMAN ESTATES and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	936.65'	247.63'	15°08'53"	S 26°36'02" E	246.91'
C2	175.00'	134.79'	44°07'46"	S 12°06'35" E	131.48'
C3	140.00'	234.25'	95°52'12"	S 57°53'24" W	207.87'
C4	2456.77'	177.83'	4°08'50"	N 72°06'05" W	177.79'
C5	532.64'	191.04'	20°33'00"	N 80°18'10" W	190.02'
C6	45.00'	100.15'	127°30'40"	S 30°45'20" W	80.72'
C7	364.61'	168.54'	26°29'06"	S 81°16'07" W	167.04'
C8	428.78'	163.88'	21°53'53"	S 57°04'37" W	162.88'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 19°01'35" E	177.29'
L2	S 9°57'18" W	70.95'
L3	S 89°25'20" W	100.45'
L4	N 15°05'00" E	75.15'
L5	N 74°28'10" W	69.67'
L6	N 15°31'50" E	219.27'
L7	N 10°28'40" E	164.81'

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 2664.15 FEET AND WEST 350.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND NORTH 8°04'14" WEST 381.10 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; AND THENCE NORTH 19°01'35" EAST ALONG THE SOUTHERLY LINE OF SAID MINING CLAIM 1476.10 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE SINGER MINING CLAIM NO. 5763; THENCE SOUTH 9°57'18" EAST ALONG THE SOUTHERLY LINE OF SAID CLAIM 433.58 FEET TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM THE NORTHEAST CORNER OF THE TROMP MINING CLAIM NO. 265 AND THE SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 7°22'00" EAST 326.22 FEET TO THE SAID SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 10°28'40" EAST ALONG THE WESTERLY LINE OF SAID FRACTION MINING CLAIM 164.81 FEET TO THE SOUTHEAST CORNER OF THE SWITZERLAND MINING CLAIM LOT NO. 52, SAID POINT ALSO BEING THE MOST SOUTHWEST CORNER OF LOT NO. 15 OF THE RECORDED AMERICAN FLAG SUBDIVISION; THENCE EAST ALONG THE SOUTHERLY LINE OF THE AMERICAN FLAG SUBDIVISION 701.53 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT C ROAD, AND FOLLOWING SAID RIGHT-OF-WAY LINE THE NEXT FIVE COURSES:

1) SOUTH 19°01'35" EAST 177.29 FEET TO A POINT ON A 936.65 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°58'25" EAST 936.65 FEET OF WHICH THE CENTRAL ANGLE IS 15°08'53") THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.64 FEET TO A POINT OF TANGENCY; THENCE 3) SOUTH 34°10'28" EAST 211.53 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°49'32" WEST 175.00 FEET OF WHICH THE CENTRAL ANGLE IS 44°07'46"); THENCE 4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 9°57'18" WEST 70.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT D ROAD, SAID POINT ALSO BEING ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 80°18'10" WEST 140.00 FEET OF WHICH THE CENTRAL ANGLE IS 95°52'12"); AND FOLLOWING THE SAID LAKE FLAT D ROAD THE NEXT 12 COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 234.25 FEET TO A POINT OF TANGENCY; THENCE 2) NORTH 74°28'10" WEST 215.36 FEET TO A POINT ON A 2456.77 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 15°49'30" EAST 2456.77 FEET OF WHICH THE CENTRAL ANGLE IS 4°08'50"); THENCE 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 177.83 FEET TO A POINT ON A 532.64 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 19°58'20" WEST 532.64 FEET OF WHICH THE CENTRAL ANGLE IS 20°33'00"); THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 191.04 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 89°25'20" WEST 100.45 FEET TO A POINT ON A 467.41 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 0°44'40" EAST 467.41 FEET OF WHICH THE CENTRAL ANGLE IS 7°22'00"); THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 61.28 FEET TO A POINT OF TANGENCY; THENCE 7) SOUTH 14°00'00" WEST 603.75 FEET TO A POINT ON A 435.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 76°00'00" EAST 435.00 FEET OF WHICH THE CENTRAL ANGLE IS 4°00'00"); THENCE 8) SOUTHERLY ALONG THE ARC OF SAID CURVE 356.83 FEET TO A POINT OF TANGENCY; THENCE 9) SOUTH 3°00'00" EAST 484.50 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 7°00'00" WEST 45.00 FEET OF WHICH THE CENTRAL ANGLE IS 127°30'40"); THENCE 10) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 168.54 FEET TO A POINT ON A 364.61 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 4°30'40" WEST 364.61 FEET OF WHICH THE CENTRAL ANGLE IS 26°29'06"); THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 164.81 FEET TO A POINT ON A 10.28 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 21°53'53" WEST 164.81 FEET OF WHICH THE CENTRAL ANGLE IS 21°53'53"); THENCE 12) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 162.88 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE MATTHEW LOT 364 MINING CLAIM; THENCE NORTH 15°05'00" EAST ALONG THE EASTERLY LINE OF SAID MATTHEW MINING CLAIM 75.15 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 45°00'00" WEST 702.25 FEET TO A POINT ON THE EASTERLY LINE OF THE YALP LOT 264 MINING CLAIM; THENCE NORTH 74°28'10" WEST 69.67 FEET, THENCE NORTH 15°31'50" EAST 219.26 FEET TO THE POINT OF BEGINNING.

BUILDING ENVELOPE		SECTION LINE	
LOT	ACRE		
1	0.21		
2	0.58		
3	0.49		
4	0.30		
5	0.40		
6	0.23		
7	0.21		
8	0.21		
9	0.21		
10	0.25		
11	0.25		
12	—		
13	0.31		
14	0.28		
15	0.29		

N.T.S.

VICINITY MAP

LOOKOUT AT DEER VALLEY
RECORDED: JANUARY 10, 2006
ENTRY NO.: 764751

NOTES

- This plat is subject to the Conditions of Approval in Ordinance 2020-31.
- The property contains 40.69 acres and is zoned as Residential Development (RD) with an MPD overlay. The overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.
- All Lots are limited to single family dwellings and accessory units. All buildings must be within the Building Envelopes (BE)/Limits Of Disturbance (LOD) areas as shown on this Plat. Minor adjustments to the BE/LOD areas shall be allowed by the Planning Director so long as the size of the BE/LOD area on the Lot remains the same.
- All exterior lighting shall comply with Park City lighting requirements and shall be down directed and shielded. Amenities will not have exterior lighting meant to allow nighttime use.
- Public safety access and public utility easements are hereby dedicated for the private road rights-of-way, Legacy Way and Legacy Court, and will be maintained by the Homeowner's Association. All roads, cul-de-sac, and utilities shall conform to current Park City standards.
- Fire sprinklers will be required for new construction per the Chief Building Official at the time of review of a building permit. All buildings shall have fire sprinkler service on both the interior and exterior.
- Lots 3-11 may require privately owned and operated wastewater ejector pumps for wastewater service. At the time of resurfacing of Legacy Way & Legacy Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of adjustments and inspection by SBWRD is required. Trees, structures and retaining walls shall not be located within SBWRD easements.
- No driveway access from Royal Street is permitted on any lot. A construction management plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.
- Additional Land A area = 44,819 sq ft = 1.03 acres
Additional Land B area = 30,108 sq ft = 0.69 acres
Lot 12 area (less Additional Land A & B) = 950,874 sq ft = 22.05 acres
Additional Land A will remain as a private garage for the benefit of Lot 12. Except as provided otherwise in this note, Additional Land A & B will remain undeveloped and part of Lot 12. No further subdivision of these 15 Lots will be allowed with the exception of Additional Land A & B subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as open space and dedication of this parcel to Park City Municipal Corporation. Any additional density will require City Council approval by plot amendment. Lot 12 will be the only lot allowed for future subdivision of the property.
- Refer to Record of Survey S-10095 for boundary information.
- All property corners are to be set with a 5/8" rebar and cap, "ALLIANCE ENGINEERING".
- Public utility and waterline easements are dedicated to Park City Water Service District for the purpose of accessing, operating, maintaining, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water.
- Prior to issuance of a building permit for individual Lots, the applicant or owner of the Lot shall submit a certified arborist assessment of the Lot that analyzes the health and viability of all significant vegetation on the property within 100 feet of the Building Envelope/Limits of Disturbance (LOD), 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 also indicate that trees shall be limited within a 15 foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted 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. The Park City Fire Marshal must approve a forest management plan prior to the issuance of a building permit.
- If mine waste rock or mine waste impacted soils are encountered, they must be handled in accordance with State and Federal Law.
- Each Lot within this subdivision shall be required to obtain a MS4 storm water permit prior to any construction activity.
- The subdivision shall be served by an on-call van shuttle service that will transport 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 in order 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.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the hereon described tract of land, and hereby causes this plat to be made, together with easements as set forth to be hereafter known as HUNTSMAN ESTATES and does hereby dedicate for the perpetual use of the public the 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 any 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 7 day of December, 2020.

DV LODGE LLC, a Utah limited liability company

By: Paul Huntsman
Paul Huntsman, Principal

ACKNOWLEDGMENT

State of Utah
County of Salt Lake

On this 7th day of December, 2020, Paul Huntsman 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 Principal of DV LODGE LLC, a Utah limited liability company and that said document was signed by him on behalf of said limited liability company by authority of its operating agreement and he acknowledged to me that he executed HUNTSMAN ESTATES.

By: Pamela G. Bailey
Notary Public
Pamela G. Bailey
Printed Name

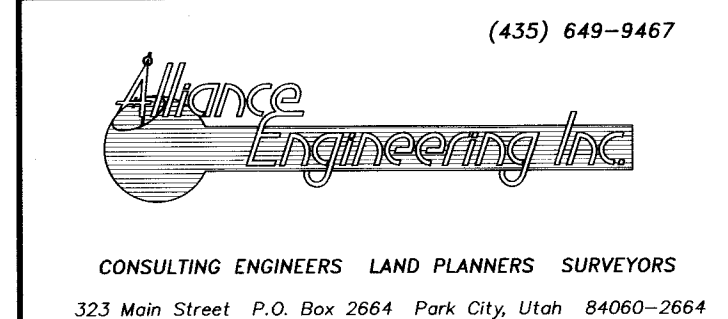
Residing in: Salt Lake City, UT

My commission expires: 6-4-2024

Commission No.: 712-116

HUNTSMAN ESTATES

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21
AND THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS 16 DAY
OF December, 2020
BY G. Chappell for Jeff Ward
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS 7th
DAY OF December, 2020
BY P.D.K.
ENGINEERING DEPARTMENT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 27TH
DAY OF MAY, 2020
BY [Signature]
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 8th
DAY OF December, 2020
BY [Signature]
PARK CITY ENGINEER

APPROVAL AS TO FORM THIS 10th
DAY OF December, 2020
BY M.P.H.
PARK CITY ATTORNEY

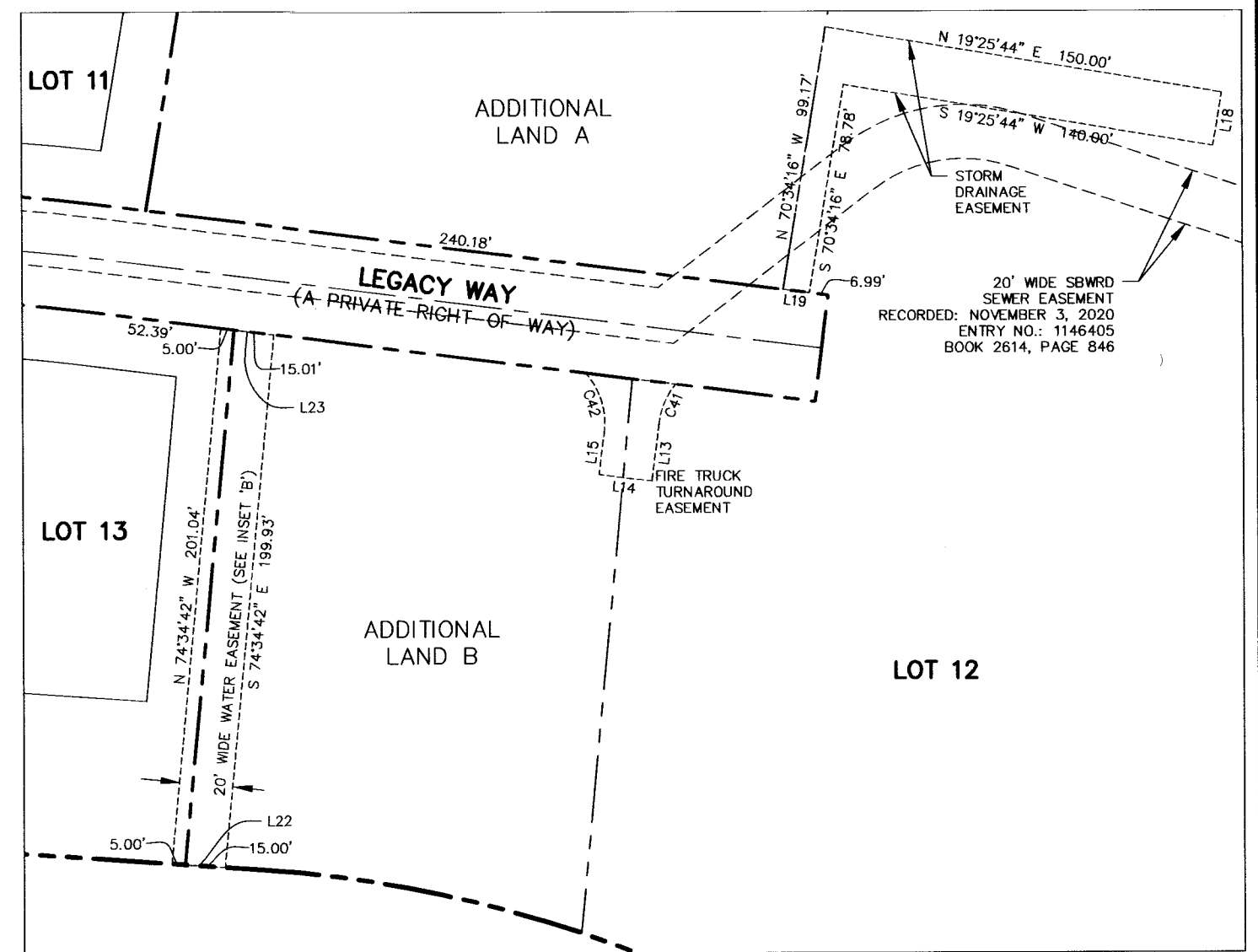
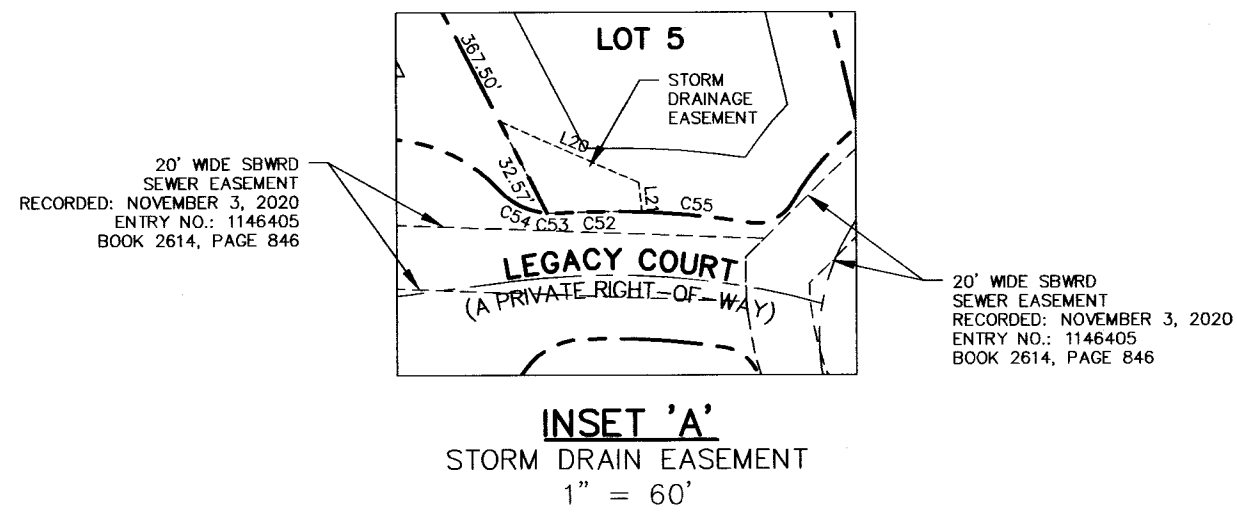
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 9TH DAY OF JULY, 2020
BY Andy B.
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 9TH DAY
OF JULY, 2020
BY Michelle Kellogg
PARK CITY RECORDER

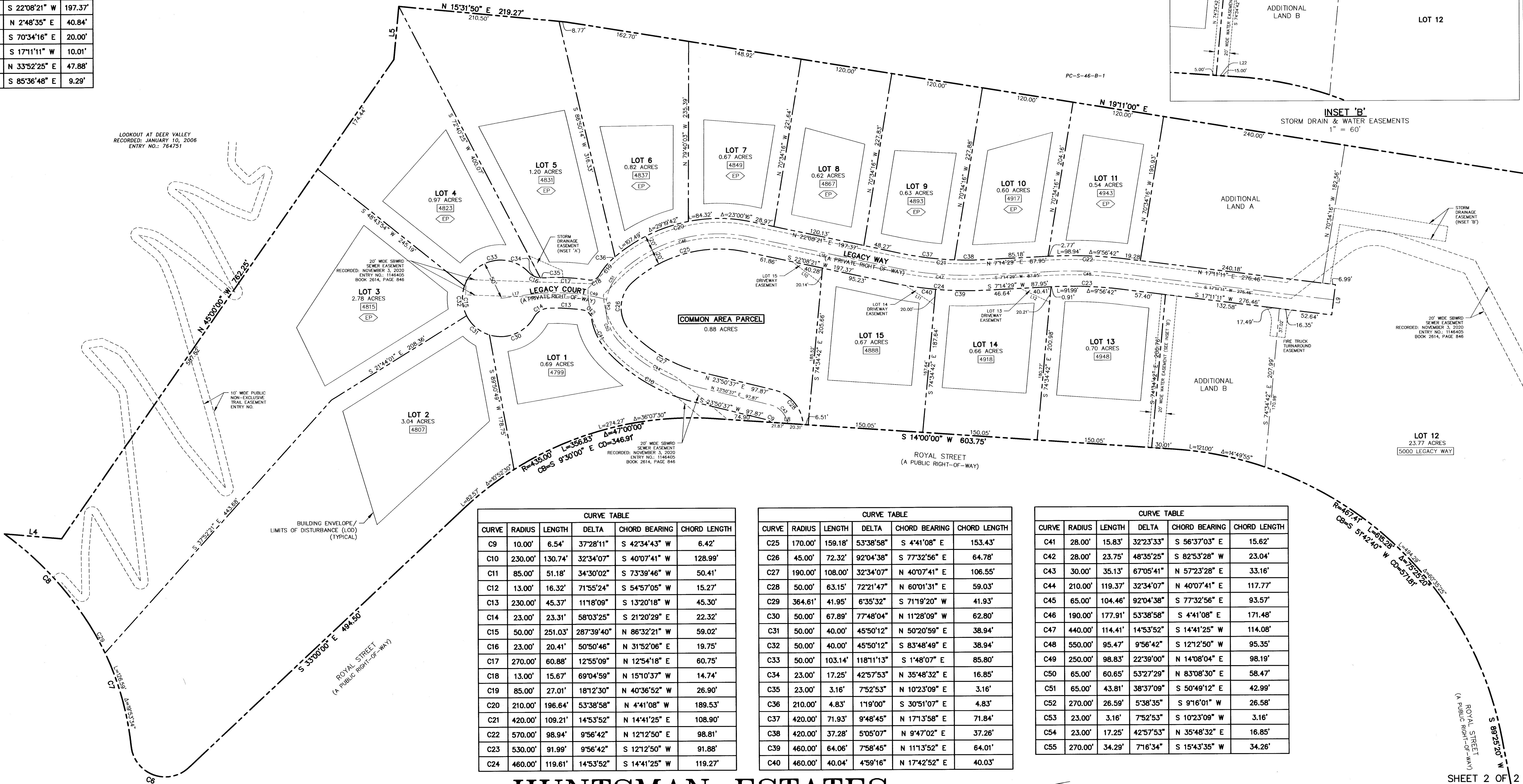
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF First American Title Insurance Company
FEE 130.00
TIME 11:52 A.M. DATE 12/17/2020 ENTRY NO. 01150632
HUNTSMAN ESTATES

SHEET 1 OF 2

LINE	DIRECTION	LENGTH
L8	S 14°00'00" W	42.19'
L9	S 72°48'49" E	40.00'
L10	N 47°16'18" E	47.09'
L11	N 43°47'33" E	45.46'
L12	N 35°17'27" E	42.53'
L13	S 72°48'49" E	22.00'
L14	S 17°11'11" W	20.00'
L15	N 72°48'49" W	16.00'
L16	S 22°08'21" W	197.37'
L17	N 2°48'35" E	40.84'
L18	S 70°34'16" E	20.00'
L19	S 17°11'11" W	10.01'
L20	N 33°52'25" E	47.88'
L21	S 85°36'48" E	9.29'



LOOKOUT AT DEER VALLEY
RECORDED: JANUARY 10, 2006
ENTRY NO.: 764751



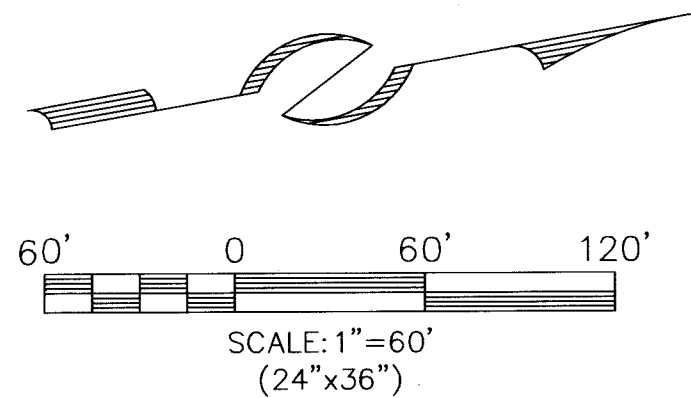
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C9	10.00'	6.54'	37°28'11"	S 42°34'43" W	6.42'
C10	230.00'	130.74'	32°34'07"	S 40°07'41" W	128.99'
C11	85.00'	51.18'	34°30'02"	S 73°39'46" W	50.41'
C12	13.00'	16.32'	71°55'24"	S 54°57'05" W	15.27'
C13	230.00'	45.37'	11°18'09"	S 13°20'18" W	45.30'
C14	23.00'	23.31'	58°03'25"	S 21°20'29" E	22.32'
C15	50.00'	251.03'	287°39'40"	N 86°32'21" W	59.02'
C16	23.00'	20.41'	50°50'46"	N 31°52'06" E	19.75'
C17	270.00'	60.88'	12°55'09"	N 12°54'18" E	60.75'
C18	13.00'	15.67'	69°04'59"	N 15°10'37" W	14.74'
C19	85.00'	27.01'	18°12'30"	N 40°36'52" W	26.90'
C20	210.00'	196.64'	53°38'58"	N 4°41'08" W	189.53'
C21	420.00'	109.21'	14°53'52"	N 14°41'25" E	108.90'
C22	570.00'	98.94'	9°56'42"	N 12°12'50" E	98.81'
C23	530.00'	91.99'	9°56'42"	S 12°12'50" W	91.88'
C24	460.00'	119.61'	14°53'52"	S 14°41'25" W	119.27'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C25	170.00'	159.18'	53°38'58"	S 4°41'08" E	153.43'
C26	45.00'	72.32'	92°04'38"	S 77°32'56" E	64.78'
C27	190.00'	108.00'	32°34'07"	N 40°07'41" E	106.55'
C28	50.00'	63.15'	72°21'47"	N 60°01'31" E	59.03'
C29	364.61'	41.95'	6°35'32"	S 71°19'20" W	41.93'
C30	50.00'	67.89'	77°48'04"	S 11°28'09" W	62.80'
C31	50.00'	40.00'	45°50'12"	N 50°20'59" E	38.94'
C32	50.00'	40.00'	45°50'12"	S 83°48'49" E	38.94'
C33	50.00'	103.14'	118°11'13"	S 1°48'07" E	85.80'
C34	23.00'	17.25'	42°57'53"	N 35°48'32" E	16.85'
C35	23.00'	3.16'	75°2'53"	N 10°23'09" E	3.16'
C36	210.00'	4.83'	1°19'00"	S 30°51'07" E	4.83'
C37	420.00'	71.93'	9°48'45"	N 17°13'58" E	71.84'
C38	420.00'	37.28'	5°05'07"	N 9°47'02" E	37.26'
C39	460.00'	64.06'	7°58'45"	N 11°13'52" E	64.01'
C40	460.00'	40.04'	4°59'16"	N 17°42'52" E	40.03'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C41	28.00'	15.83'	32°23'33"	S 56°37'03" E	15.62'
C42	28.00'	23.75'	48°35'25"	S 82°53'28" W	23.04'
C43	30.00'	35.13'	67°05'41"	N 57°23'28" E	33.16'
C44	210.00'	119.37'	32°34'07"	N 40°07'41" E	117.77'
C45	65.00'	104.46'	92°04'38"	S 77°32'56" E	93.57'
C46	190.00'	177.91'	53°38'58"	S 4°41'08" E	171.48'
C47	440.00'	114.41'	14°53'52"	S 14°41'25" W	114.08'
C48	550.00'	95.47'	9°56'42"	S 12°12'50" W	95.35'
C49	250.00'	98.83'	22°39'00"	N 14°08'04" E	98.19'
C50	65.00'	60.65'	53°27'29"	N 83°08'30" E	58.47'
C51	65.00'	43.81'	38°37'09"	S 50°49'12" E	42.99'
C52	270.00'	26.59'	5°38'35"	S 9°16'01" W	26.58'
C53	23.00'	3.16'	7°52'53"	S 10°23'09" W	3.16'
C54	23.00'	17.25'	42°57'53"	N 35°48'32" E	16.85'
C55	270.00'	34.29'	7°16'34"	S 15°43'35" W	34.26'

HUNTSMAN ESTATES

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21
AND THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



LEGEND
XXXX Address on Legacy Way or Legacy Court
EP Wastewater Ejector Pump Lots

12/17/20 JOB NO.: 3-10-19 FILE: X:\Deer Valley\dwg\sr\plat2019\031019.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT ENTRY NO. 01150632
12/17/2020 11:52:53 AM B: 2626 P: 1468
PLAT PAGE 1/1
RICHARD FRONZ, SUMMIT COUNTY RECORDER
FEE: \$30.00 BY FIRST AMERICAN TITLE INSURANCE COMPANY
TIME DATE ENTRY NO.

HUNTSMAN ESTATES

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

Ordinance No. 2020-31

**AN ORDINANCE APPROVING THE HUNTSMAN ESTATES SUBDIVISION PLAT
LOCATED AT 5000 ROYAL STREET,
PARK CITY, UTAH**

WHEREAS, the owner of the property located at 5000 Royal Street petitioned the City Council for approval of the fifteen lot (15-lot) Huntsman Estates Subdivision; and

WHEREAS, on May 13, 2020, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on May 13, 2020, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a Public Hearing on May 27, 2020, to receive input on the Huntsman Estates Subdivision; and

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

WHEREAS, on June 25, 2000, the City Council held a public hearing to receive input on the Subdivision Plat and continued the item to July 9, 2020; and

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

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

SECTION 1. APPROVAL. The Subdivision Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The property contains 40.69 acres and is zoned Residential Development (RD) and is located within the Deer Valley MPD Overlay.
2. 5000 Royal Street is improved with a large family estate house as well as accessory buildings including a carriage house and underground garage.
3. The Parcel is known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Density Units in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD with one Unit already developed.
4. 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.

5. The Planning Commission held a Work Session on this item on February 12, 2020.
6. Staff checked for compliance with the Deer Valley MPD and Deer Valley is compliant with its Employee Housing obligations.
7. There are no Maximum House Size limitations or Unit Equivalent limitations on this parcel.
8. Building Height is limited to 28 feet for this parcel with an exception for the existing house which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
9. This Subdivision vacates the previous Westview MPD.
10. Nothing in this approval shall prevent the applicant from transferring up to two Units of density from the adjoining Estate zoned 19.51 acre parcel into this Subdivision in the future subject to a Plat Amendment, an amendment to the Deer Valley MPD and the dedication of this adjacent parcel to the City as Open Space.
11. The proposed Major Subdivision has been reviewed for compliance with all Sections of LMC 15-7, Subdivision General Provisions.
12. Single Family Dwellings are an allowed Use within the RD District.
13. Lockout Units require a CUP.
14. Nightly Rentals are allowed in the area unless HOA rules prohibit them.
15. The proposed 15 lots and Common Area Parcel meet the Lot and Site Requirements of the RD Zone and the Deer Valley MPD.
16. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Section 15-5.
17. The applicant submitted a Forrest Assessment from a certified arborist that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees in order to balance the need for tree removal for forest health, build out and wildfire prevention with the visibility of the site.
18. Care shall be taken in the siting of houses and driveways to limit the removal of Significant Vegetation. The applicant submitted LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20.
19. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
20. A 40-foot right-of-way will serve the Subdivision from Royal Street. The road will be private and will be maintained by the Homeowner's Association but shall be constructed to City Standards.
21. The Snyderville Basin Sewer Improvement District has an easement for a sewer trunk line through this property that will be maintained.
22. The applicant submitted a Visual Analysis of what the development may look like at full build out from the Historic District and various other points in Park City with considerations made for removal of Significant Vegetation. The Visual Analysis shows that the site as developed should have minimal visual impact on the Historic District.
23. There should be minimal impact on surrounding properties including shadows, loss of solar access, air circulation, views or ridgeline intrusion due to required setbacks and because the building height limitation of 28 feet is less than the height of surrounding trees.

24. In compliance with LMC Section [15-7.3-8](#), Sidewalks, Hiking Trails, Bike Paths, and Horse Trails, the applicant has agreed to grant an easement to the City and post a bond with the City up to \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.
25. The traffic impacts for this 15-lot Subdivision are expected to be well within the capacity of Royal Street. In order to reduce traffic from the Subdivision the applicant is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts.
26. A traffic Study was not required for this application as the Deer Valley MPD accounts for 15 Units of Density on the site.
27. The applicant has agreed to cooperate with and not restrict or obstruct aerial transportation that may be developed in the future over the property.

Conclusions of Law:

1. There is Good Cause for the Huntsman Estates Subdivision. The proposed Subdivision complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density previously approved for the parcel in 1987.
2. The Huntsman Estates Subdivision 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 Subdivision.
4. Approval of this Subdivision 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 Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) years time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A Plat Note shall indicate that all roads, cut-de-sac and utilities shall conform to current City Standards.
4. A Plat Note shall indicate that the lots are limited to Single Family Dwellings and Accessory Buildings.
5. A Plat Note shall indicate that all buildings in the Huntsman Estate Subdivision shall be fire sprinkled on both the interior and exterior.
6. A Plat Note shall indicate that the overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.

7. A Plat Note shall indicate that all building must be within the LOD Area shown on Lot Exhibit dated 4/15/20. Minor adjustments to the LOD Area shall be allowed by the Planning Director so long as the size of the LOD Area on the lot remains the same.
8. A Plat Note shall indicate that none of the amenities shall have exterior lighting meant to allow for nighttime use. All exterior lighting shall comply with the City's Lighting requirements and shall be down directed and shielded.
9. A Plat Note shall indicate that prior to the issuance of building permits 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 LOD, includes a Tree Preservation Plan that indicates trees proposed for removal, how trees will be protected during construction and a tree replacement plan. Plans shall also indicate that trees shall be limited within a 15 foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted Forrest Assessment dated March 28, 2020. This includes vegetation that is no longer standing.
10. A Plat Note shall indicate that the applicant will work with the Park City Fire Marshall and manage the forest according to his or her expectations and approval prior to being issued the first building permit.
11. A Plat Note shall indicate that if the developer encounters mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
12. A Plat Note shall indicate that no private driveways will be permitted from Royal Street.
13. Prior to Plat recording, the applicant shall grant an easement and post a bond with the City up to \$25,000 for the construction of a new trail connection between the Lookout/Rossi Hill Trail and Royal Street.
14. Should the applicant move forward with Phase 2 of this project, a Condition of approval will be placed on the Plat Amendment that the applicant shall deed the adjacent parcel to the City as natural Recreational Open Space.
15. A Plat Note shall indicate that the Subdivision shall be served by an on-call van/shuttle service that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks in order to minimize the traffic impact from this Subdivision. At a minimum this shall include holiday weeks and three day weekends in perpetuity. The shuttle shall utilize Royal Street and shall not utilize Hillside Avenue.
16. A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.
17. A Plat Note shall indicate that there shall be no further subdivision of these 15 lots with the exception of Additional Land East and Additional Land West subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as Open Space and dedication of this parcel to Park City Municipal Corporation.
18. The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. A plat note shall indicate that each lot within this common

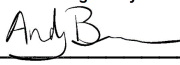
development shall be required to obtain a MS4 storm water permit prior to any construction activity.

19. A Plat Note shall indicate that with the exception of Phase 2 for Lot 12, there shall be no further subdivision of the property.

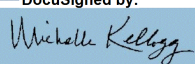
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 9th day of July, 2020.

PARK CITY MUNICIPAL CORPORATION

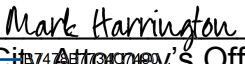
DocuSigned by:

0340104CDC42481... MAYOR, Andy Beerman

ATTEST:

DocuSigned by:

Michelle Kellogg, City Recorder

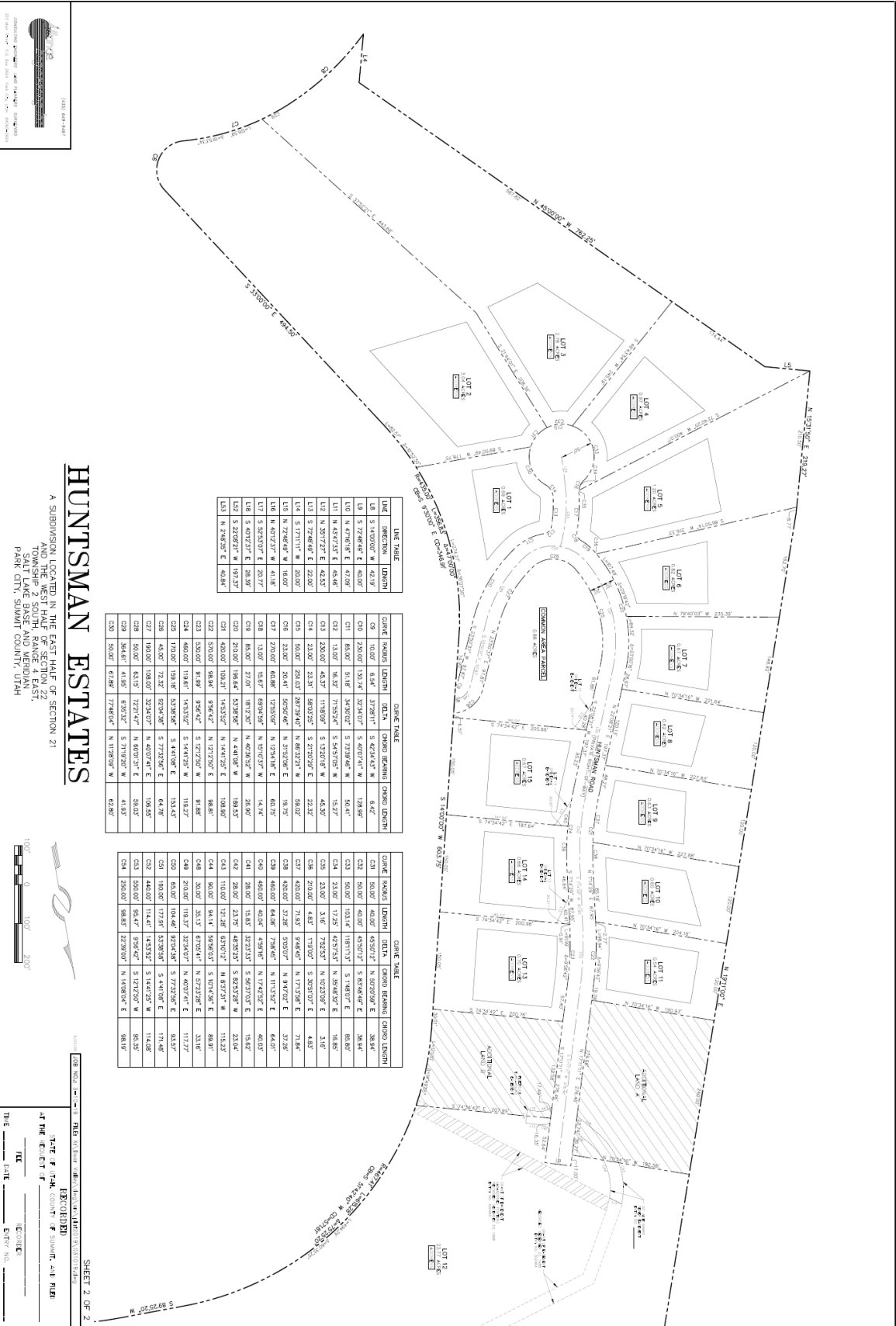


APPROVED AS TO FORM:

DocuSigned by:

City Attorney's Office

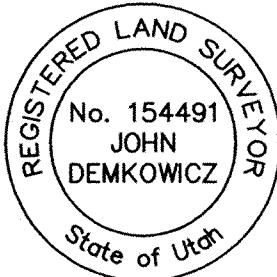
Attachment A: Approved Plat

374



SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as RED CLOUD SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.



1-20-05
DATE

John Demkowicz
JOHN DEMKOWICZ

BOUNDARY DESCRIPTION

A parcel of land located in the south half of Section 28 and the north half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South 88°24'56" West 6.71 feet along Section Line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly and line of the UNCLE CHARLES mining claim North 42°53'29" West 200.06 feet; thence along the westerly side line of the UNCLE CHARLES mining claim South 47°05'06" West 151.61 feet; thence North 42°54'54" West 60.00 feet; thence South 47°05'06" West 235.59 feet to a point on a curve to the right having a radius of 190.00 feet, of which the radius point bears North 42°54'54" West; thence along the arc of said curve 163.35 feet through a central angle of 49°15'33" to a point of reverse curve to the left having a radius of 140.00 feet, of which the radius point bears South 06°20'39" West; thence South 47°05'06" West 161.91 feet to a point on a curve to the left having a radius of 175.00 feet, of which the radius point bears South 16°53'18" East; thence along the arc of said curve 173.22 feet through a central angle of 56°42'44"; thence South 16°23'58" West 201.56 feet; thence South 37°34'45" East 421.42 feet to a point on the Summit-Wasatch County line; thence along the Summit-Wasatch County line the following three (3) courses: 1) South 54°41'12" West 119.26 feet; thence 2) South 88°54'12" West 344.13 feet; thence 3) North 82°53'47" West 231.41 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North 07°06'13" East; thence along the arc of said curve 147.29 feet through a central angle of 06°37'08"; thence North 13°43'21" East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North 13°43'21" East; thence northerly along the arc of said curve 107.22 feet through a central angle of 122°51'58"; thence North 46°35'19" East 192.32 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears North 43°24'41" West; thence along the arc of said curve 394.15 feet through a central angle of 36°08'00"; thence North 10°27'20" East 165.38 feet to a point on a curve to the right having a radius of 215.00 feet, of which the radius point bears South 79°32'40" East; thence along the arc of said curve 150.27 feet through a central angle of 40°02'47" to a point of reverse curve to the left having a radius of 75.00 feet, of which the radius point bears North 39°29'53" West; thence northerly along the arc of said curve 80.07 feet through a central angle of 61°10'16"; thence North 10°40'09" West 211.51 feet; thence North 53°02'42" East 174.14 feet; thence South 83°22'14" East 72.43 feet; thence North 71°26'21" East 57.91 feet; thence North 58°22'25" East 126.67 feet; thence North 43°19'22" East 103.91 feet; thence North 88°33'34" East 698.29 feet; thence South 07°11'44" West 272.48 feet; thence North 47°05'06" East 62.37 feet; thence North 07°11'44" East 214.78 feet to a point on a curve to the left having a radius of 392.87 feet, of which the radius point bears North 82°48'16" West; thence along the arc of said curve 265.09 feet through a central angle of 38°39'37"; thence North 40°06'56" East 338.44 feet; thence North 33°54'42" East 222.11 feet; thence North 02°31'44" West 549.12 feet; thence North 02°39'14" West 518.83 feet; thence North 43°40'11" East 113.75 feet; thence North 61°14'42" East 124.74 feet; thence North 83°45'19" East 150.83 feet; thence South 67°09'50" East 93.65 feet; thence South 34°57'27" East 259.63 feet; thence South 53°11'52" East 301.16 feet; thence South 37°04'40" East 64.38 feet to a point on the westerly side line of the CLIPPER mining claim, Lot 570 in the Uintah Mining District; thence along the westerly side line of the CLIPPER mining claim South 25°25'00" West 583.88 feet; thence along the westerly side line of the CLIPPER mining claim South 36°57'00" West 854.05 feet; thence along the southerly end line of the CLIPPER mining claim South 83°00'00" East 221.10 feet; thence South 13°00'12" West 240.42 feet; thence South 20°54'24" West 205.52 feet to a point on the northerly side line of the HARWOOD mining claim, Lot 450 in the Uintah Mining District; thence along the northerly side line of the HARWOOD mining claim South 47°05'27" West 91.00 feet to the point of beginning.

Description contains 49.26 acres.

CURVE TABLE SHEET 1 OF 5			
CURVE	ARC	DELTA	RADIUS
C1	163.35	49°15'33"	190.00
C2	140.18	57°22'03"	140.00
C3	277.03	34°08'06"	465.00
C4	173.22	56°42'44"	175.00
C5	147.29	06°37'08"	1275.00
C6	107.22	122°51'58"	50.00
C7	394.15	36°08'00"	625.00
C8	150.27	40°02'47"	215.00
C9	80.07	61°10'16"	75.00
C10	265.09	38°39'37"	392.87

LINE TABLE SHEET 1 OF 5		
LINE	BEARING	DISTANCE
L1	S 20°54'24" W	205.52
L2	S 47°05'27" W	91.00
L3	N 42°53'29" W	200.06
L4	S 47°05'06" W	151.61
L5	N 42°54'54" W	60.00
L6	S 38°58'36" W	145.23
L7	S 73°06'42" W	161.91
L8	S 16°23'58" W	201.56
L9	S 54°41'12" W	119.26
L10	N 13°43'21" E	50.00
L11	N 46°35'19" E	192.32
L12	N 10°27'20" E	165.38
L13	N 10°40'09" W	211.51
L14	N 53°02'42" E	174.14
L15	S 83°22'14" E	72.43
L16	N 71°26'21" E	57.91
L17	N 58°22'25" E	126.67
L18	N 43°19'22" E	103.91
L19	N 47°05'06" E	62.37
L20	N 43°40'11" E	113.75
L21	N 61°14'42" E	124.74
L22	N 83°45'19" E	150.83
L23	S 67°09'50" E	93.65
L24	S 37°04'49" E	64.38

EASEMENT 1: SBWRD SANITARY SEWER OUTFALL

CL EXISTING GUARDSMAN ROAD PUBLIC RIGHT-OF-WAY.

EXISTING GUARDSMAN ROAD

CL RED CLOUD ROAD ACCESS EASEMENT

LINE OF EXTG. CONSERVATION EASEMENT WEST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

CENTER LINE 60' WIDE DEER VALLEY CHAIR LIFT & PRIVATE SKI TRAIL EASEMENT

ACCESS PARCEL AND EASEMENT 5: SBWRD FUTURE MAIN AND ACCESS

P.O.B. DETAIL

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

FOUND SURVEY MONUMENT

PROPERTY CORNERS TO BE SET. SEE SHEETS 2 & 3

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and private rights-of-way as set forth on the Plat, hereafter to be known as RED CLOUD SUBDIVISION. Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets and for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 20th day of January, 2005.

UNITED PARK CITY MINES COMPANY

By: Mark R. Thorne

Title: Vice President

ACKNOWLEDGMENT

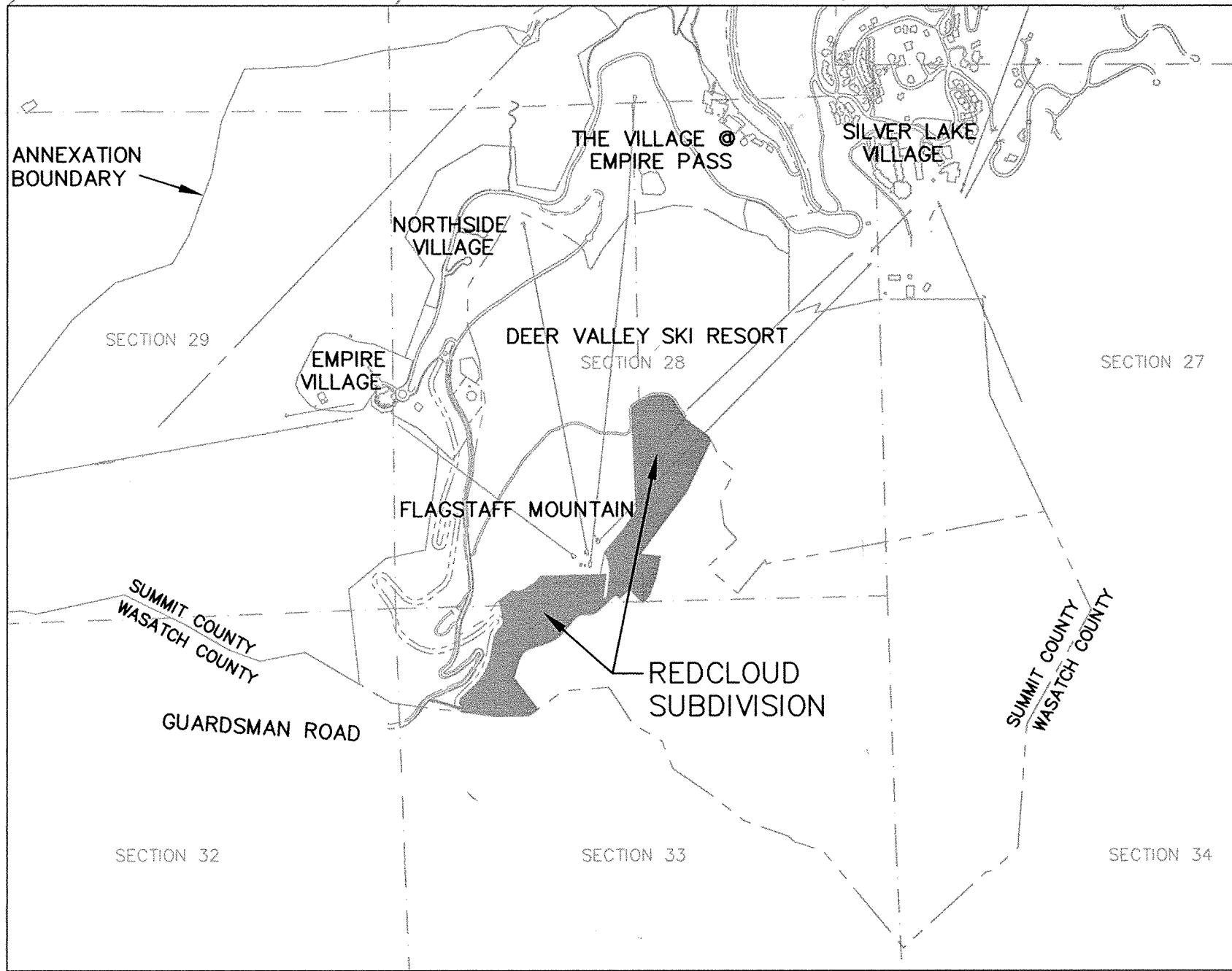
STATE OF UTAH)
COUNTY OF SUMMIT) SS.

On this 20th day of January, 2005, personally appeared before me, the undersigned Notary Public, in and for said State and County, Mark R. Thorne, who after being duly sworn, acknowledged to me that he is the Vice President of UNITED PARK CITY MINES COMPANY, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Mary J. Carney
A NOTARY PUBLIC COMMISSIONED IN UTAH
Mary J. Carney

Residing at: Park City, UT

My Commission Expires: June 13, 2008



VICINITY MAP

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTION 28 AND SECTION 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 4

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

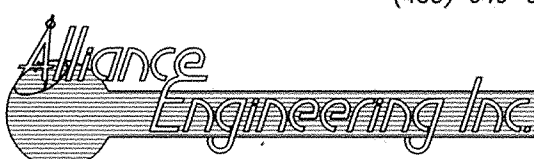
JOB NO.: 1-1-01 FILE: x:\empire\dwg\UPOMC\RedCloud\plat\RED CLOUD FINAL PLAT.dwg

724781 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title Co.

DATE Jan 27, 2005 TIME 13:05 P.M. BOOK --- PAGE ---

\$150.00
FEE Betty Willoughby, Deputy
RECORDER



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 21st

DAY OF January, 2005 A.D.

BY B.S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26
DAY OF January, 2005 A.D.

BY J. Berth
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION, ON FILE IN MY OFFICE THIS 24th
DAY OF JANUARY, 2005 A.D.

BY Chris W. Dehman
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 25th
DAY OF January, 2005 A.D.

BY M.H.D. He
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 11 DAY OF NOVEMBER, 2004 A.D.

BY Shirley N. Smith
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11 DAY OF November, 2004 A.D.

BY Dana Williams
MAYOR

LINE TABLE SHEETS 2 OF 5 & 3 OF 5

LINE	BEARING	DISTANCE
L1	S 47°05'27" W	9.00
L2	N 42°54'54" W	60.00
L3	S 54°41'12" W	119.26
L4	N 13°43'21" E	50.00
L5	S 63°21'14" E	72.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°49'11" E	113.73
L10	S 67°09'50" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" W	15.22
L13	S 43°22'30" W	25.34
L14	S 79°41'53" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" W	43.20
L17	S 27°55'41" E	43.20
L18	N 82°53'47" W	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 09°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 10°40'09" W	6.43
L24	N 53°02'42" E	16.21
L25	S 84°47'29" E	56.54
L26	N 58°22'29" E	14.29
L27	S 14°48'02" W	32.02
L28	S 17°18'15" E	76.76
L29	S 72°19'20" E	29.65
L30	S 18°11'06" W	34.78
L31	N 40°06'56" E	25.52
L32	N 02°31'44" W	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'02" W	73.12
L38	S 57°48'22" W	52.96
L39	S 34°57'27" E	24.71
L40	S 79°08'26" W	66.73
L41	S 77°49'12" W	41.68
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°50'06" W	27.34
L45	N 73°49'02" W	2.36
L46	S 1°02'37" W	36.37
L47	S 12°35'27" E	32.54
L48	S 39°08'26" W	34.00
L49	S 12°13'00" W	50.85
L50	N 73°06'42" E	25.19
E1	N 69°15'57" E	13.63
E2	S 77°16'52" E	58.97
E3	S 74°48'11" W	15.93
E4	N 74°55'51" E	20.51
E5	N 52°59'30" W	39.52
E6	S 02°31'44" E	13.22
E7	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5

CURVE	ARC	DELTA	RADIUS
C1	163.55	49°15'37"	190.00
C2	140.18	57°22'03"	140.00
C3	173.22	56°42'44"	175.00
C4	147.29	56°37'08"	1275.00
C5	107.22	122°51'58"	50.00
C6	150.27	40°02'47"	215.00
C7	88.07	61°10'16"	75.00
C8	64.91	19°34'31"	190.00
C9	24.12	32°08'58"	15.00
C10	13.49	15°27'37"	50.00
C11	46.34	28°27'43"	93.29
C12	46.34	28°27'43"	93.29
C13	43.43	54°53'04"	100.00
C14	19.52	74°34'42"	15.00
C15	50.06	15°05'44"	190.00
C16	43.76	11°08'40"	225.00
C17	34.04	11°08'40"	175.00
C18	73.22	18°38'47"	225.00
C19	111.32	10°12'19"	625.00
C20	67.73	17°14'53"	225.00
C21	90.98	07°23'25"	625.00
C22	13.74	03°39'38"	215.00
C23	52.68	54°52'30"	55.00
C24	33.82	04°40'07"	415.00
C25	92.26	23°29'24"	225.00
C26	52.18	54°21'38"	55.00
C27	35.49	36°58'26"	55.00
C28	28.13	29°18'08"	55.00
C29	58.95	61°24'44"	55.00
C30	14.09	08°04'28"	100.00
C31	102.24	26°08'30"	224.09
C32	29.34	16°48'36"	100.00
C33	71.02	09°02'31"	450.00
C34	12.30	03°26'15"	205.00
C35	73.21	08°23'22"	500.00
C36	8.06	09°13'50"	50.00
C37	73.66	08°40'13"	500.00
C38	42.50	48°42'12"	50.00
C39	4.09	15°36'37"	15.00
C40	96.42	10°37'00"	50.00
C41	41.65	34°05'15"	70.00
C42	46.37	53°08'30"	50.00
C43	48.23	12°47'34"	216.00
C44	68.49	16°02'45"	216.00
C45	56.19	14°54'48"	216.00
C46	65.24	20°30'20"	182.29
C47	84.18	15°36'07"	309.12
C48	98.34	19°31'47"	265.05
C49	45.81	13°38'04"	192.50
C50	25.50	28°56'24"	50.48
C51	65.16	61°11'54"	602.25
C52	35.44	23°23'30"	86.82
C53	20.53	4°58'02"	242.50
C54	16.65	6°03'25"	157.50
C55	32.55	4°29'38"	415.00
C56	42.09	17°13'50"	140.00
C57	78.27	32°01'54"	140.00
C58	180.88	24°58'20"	415.00
C59	47.62	6°03'48"	450.00
E61	37.05	42°27'12"	50.00
E62	7.92	01°01'55"	440.00
E63	22.65	05°35'14"	232.29

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

- Property Corners To Be Set.
- Private Ejector Pump. See Utility Notes Sheet 4.
- Low Pressure Wastewater System. See Utility Notes Sheet 4.
- Street address on Redcloud Trail or Ruby Hollow
- Survey Monument to be set after completion of improvements.

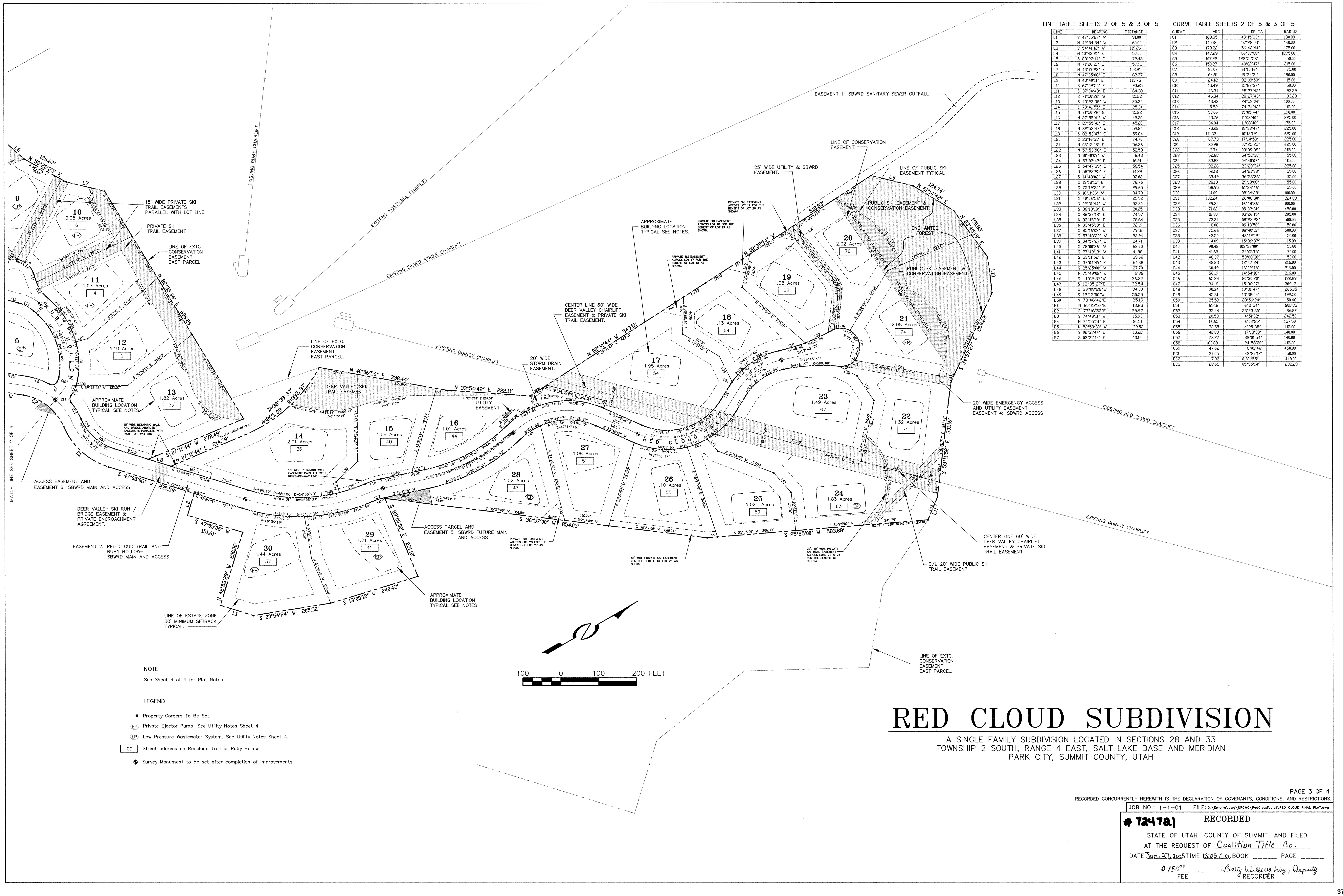
100 0 100 200 FEET

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\UPMC\RedCloud\plot\RED CLOUD FINAL PLAT.dwg
724721 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF *Coalition Title Co.*
DATE *Jan 27, 2005* TIME *13:05 PM* BOOK *150* PAGE *4*
Betsy Wallingbury, Deputy
FEE RECORDER



LINE TABLE SHEETS 2 OF 5 & 3 OF 5		
LINE	BEARING	DISTANCE
L1	S 47°05'27" W	91.00
L2	N 42°54'54" E	60.00
L3	S 54°41'11" V	119.26
L4	N 13°43'21" E	50.00
L5	S 83°22'14" E	78.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°40'11" E	113.75
L10	S 67°09'59" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" V	15.22
L13	S 43°22'38" W	25.34
L14	S 79°41'55" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" V	45.20
L17	S 27°55'41" E	45.20
L18	N 82°53'47" W	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 08°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 04°40'09" V	6.43
L24	N 53°02'42" E	16.21
L25	S 54°47'39" E	56.54
L26	N 58°22'25" E	14.29
L27	S 44°48'08" E	32.82
L28	S 13°18'15" E	76.76
L29	S 75°19'20" E	29.65
L30	S 18°11'06" V	34.78
L31	N 40°15'56" E	25.52
L32	N 02°31'44" V	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'03" V	79.12
L38	S 57°48'22" W	52.96
L39	S 34°57'27" E	24.71
L40	S 78°00'26" V	68.73
L41	S 77°49'13" V	41.88
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°25'00" V	27.70
L45	N 75°49'02" V	2.36
L46	S 1°02'37" W	36.37
L47	S 12°52'27" E	32.54
L48	S 39°08'26" V	34.00
L49	S 12°13'00" V	50.55
L50	N 73°06'42" E	25.19
L51	N 60°15'37" E	13.63
L52	S 77°16'52" E	58.97
L53	S 74°48'11" V	15.93
L54	N 74°55'51" E	20.51
L55	N 52°59'20" V	39.52
L56	S 02°31'44" E	13.22
L57	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5			
CURVE	ARC	DELTA	RADIUS
C1	163.35	49°15'33"	190.00
C2	140.18	57°22'03"	140.00
C3	173.22	56°42'44"	175.00
C4	147.29	06°37'08"	1275.00
C5	107.22	122°51'58"	50.00
C6	150.27	40°02'47"	215.00
C7	80.07	61°10'16"	75.00
C8	64.91	19°34'31"	190.00
C9	24.12	92°08'58"	15.00
C10	13.49	15°27'37"	50.00
C11	46.34	28°27'43"	93.29
C12	46.34	28°27'43"	93.29
C13	43.43	24°53'04"	100.00
C14	19.52	74°34'42"	15.00
C15	50.06	15°05'44"	190.00
C16	43.76	11°08'40"	225.00
C17	34.04	11°08'40"	175.00
C18	73.22	18°38'47"	225.00
C19	111.32	01°21'19"	625.00
C20	67.73	17°14'53"	225.00
C21	80.98	07°25'25"	625.00
C22	13.74	03°39'38"	215.00
C23	52.68	54°52'30"	55.00
C24	33.82	04°40'07"	415.00
C25	92.26	23°29'34"	225.00
C26	52.18	54°21'38"	55.00
C27	35.49	36°58'26"	55.00
C28	28.13	29°18'08"	55.00
C29	58.95	61°24'46"	55.00
C30	14.09	08°04'28"	100.00
C31	102.24	26°00'30"	224.09
C32	29.34	16°48'36"	100.00
C33	71.02	09°02'31"	450.00
C34	12.30	03°26'15"	205.00
C35	73.21	08°23'22"	500.00
C36	8.06	09°13'50"	50.00
C37	75.66	08°40'13"	500.00
C38	42.50	48°42'12"	50.00
C39	4.09	15°36'37"	15.00
C40	90.42	10°37'00"	50.00
C41	41.65	34°05'15"	70.00
C42	46.37	53°08'30"	50.00
C43	48.23	12°47'34"	216.00
C44	66.49	16°02'45"	216.00
C45	56.19	14°54'18"	216.00
C46	65.24	20°30'20"	182.29
C47	94.18	15°36'07"	309.12
C48	90.34	19°31'47"	265.05
C49	45.81	13°38'04"	192.50
C50	25.30	28°56'24"	50.48
C51	65.16	61°15'44"	602.35
C52	35.44	23°23'30"	86.62
C53	20.53	4°51'02"	242.50
C54	16.65	6°03'25"	357.50
C55	38.55	4°29'38"	415.00
C56	42.09	17°13'39"	140.00
C57	78.27	32°01'54"	140.00
C58	180.88	24°58'20"	415.00
C59	47.62	6°13'48"	450.00
EC1	37.05	42°27'12"	50.00
EC2	7.92	01°01'55"	440.00
EC3	22.65	05°59'14"	232.29

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 3 OF 4
RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

JOB NO.: 1-1-01

FILE: X:\Empire\dwg\UPCM\RedCloud\plat\RED CLOUD FINAL PLAT.dwg

724721

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title Co.
DATE Jan. 27, 2005 TIME 13:05 P.M. BOOK _____ PAGE _____
\$ 150.00 Betty Williams, Deputy
FEE RECORDER

PLAT NOTES:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the project's CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, exhibit 2 of the 1999 LSMPD for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (as defined under the LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.

2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted or illustrated otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.

3. Defensible Space Plan. Prior to vertical construction of residential units, a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.

4. Water Efficient Irrigation and Limited Turf. Each platted lot, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, as such may be amended or superseded from time to time.

2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot basis with the approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. Building Footprint and Site Disturbance. In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval by individual homeowners. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.

4. Defensible Space. Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health, and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional prepare the plan.

5. Irrigated Area. Each individual lot must submit landscape plans consistent with the projects Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 square feet. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.

6. Design Review Board Approval. The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views, and minimizing impacts on adjacent lots.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project's Design Guidelines.

8. Vertical construction in Red Cloud (except building permits for temporary improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing Plan, or as amended by subsequent action. See Park City Ordinance 04-56, as such requirements may be amended by the City.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 square feet. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts and courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.

2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined, the Design Review Board will designate a new Approximate Building Location.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.

2. Ski Run Vegetative Buffer. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (LMC) within the buffer to the ski runs must be maintained. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. Ski Trail and Bridge Easements. The numbers, locations, and widths of some of the private ski trail easements and some of the Deer Valley ski trail and bridge easements as shown on the plat are approximate, the location of which will be fixed by a subsequent grant of easement prior to construction on a lot. Such easements may not be amended by the City by Plat Amendment without written consent of the Owner of the property affected by such easement.

2. The Red Cloud Homeowners Association has the power to grant and convey to any third party, and Owner (United Park City Mines Company) reserves unto itself, transferable easements and rights of way on, over, under and through (i) the area being a ten (10) foot wide strip of land immediately inside the perimeter boundary of each Lot (or wider if necessary for purpose "(a)", below), and (ii) all other areas of the Red Cloud Subdivision, including but not limited to rights of ingress and egress for the purposes of: (a) grading to accommodate the construction of platted roadways; (b) constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, internet service, telephone and other purposes, public sewers, storm drains and pipes, drainage areas, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility service to the Declarant's Property or to the Red Cloud Subdivision; and (c) constructing, repairing, replacing, operating and maintaining hiking trails, and ski trails and lifts.

3. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management code.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Master Declaration. The property and lots depicted on this plat are subject to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Flagstaff, a Planned Community, recorded on December 14, 2004, as Entry No. 00719855 in Book No. 01666, Pages 01054 to 01155, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

2. Restrictive Covenants. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, to be recored concurrently with recordation of this Plat in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of a grant of easement recorded January 20, 2005, as Entry No. 00723647, in Book No. 01673, Pages 01607-01615, in the office of the Summit County Recorder.

4. Enchanted Forest. The area on the plat identified as the Enchanted Forest and the lots that incorporate such area are affected by a ski easement for public skiing easement recorded January 20, 2005, as Entry No. 00723645, in Book No. 01673, Pages 01596-01599 and a conservation easement recorded January 20, 2005, as Entry No. 00723646, in Book No. 01673, Pages 01600-01606. No Development activity, including fencing, is permitted within the Enchanted Forest.

5. Access Parcel. A Future Access Parcel between Lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.

6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.

7. Shared Driveway. Developer will grant, for the benefit of the owners of Lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway

Utility Notes

1. At the time of the resurfacing of Red Cloud Trail and Ruby Hollow, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) Standards.

2. Lots 1-4 & 7-11 are served by a low pressure wastewater system. These lots shall be required to install a low pressure grinder pump station and appurtenances consistent with the SBWRD Public Low Pressure Sewer System installed for the project. The Master Association shall be responsible for the operation, maintenance and repair of the low pressure grinder pump station and appurtenances.

3. Private wastewater ejector pumps may be required for Lots 5, 6, 21, 24, and 28-30.

4. Water service for this project is provided by a pressure sustaining booster system. The responsibility for operation, maintenance, and eventual replacement of the booster system is assumed by the Momeowner's Association.

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED CONCURRENTLY HEREWITH IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

JOB NO.: 1-1-01

FILE: X:\Empire\dwg\UPCMC\RedCloud\plat\RED_CLOUD_FINAL_PLAT.dwg

#724721

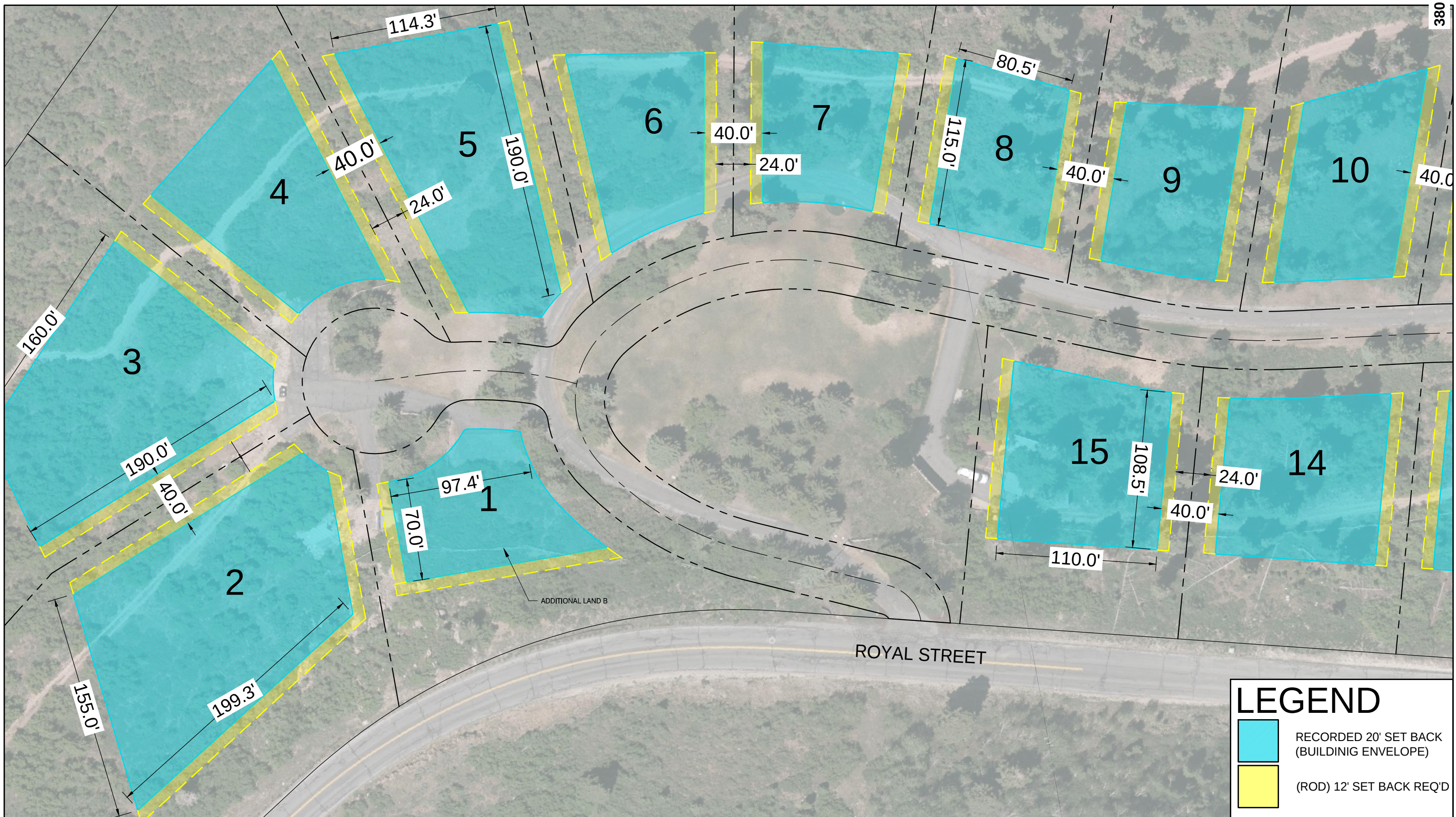
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

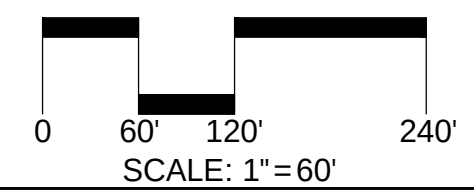
AT THE REQUEST OF *Coalition Title Co.*

DATE *Jan 27, 2005* TIME *13:05 P.M.* BOOK _____ PAGE _____

\$150.⁰⁰ FEE *Betty W. Deloughay, Deputy* RECORDER

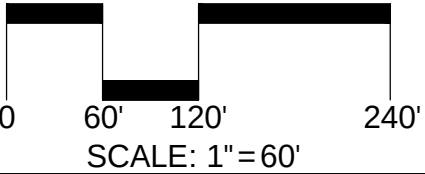


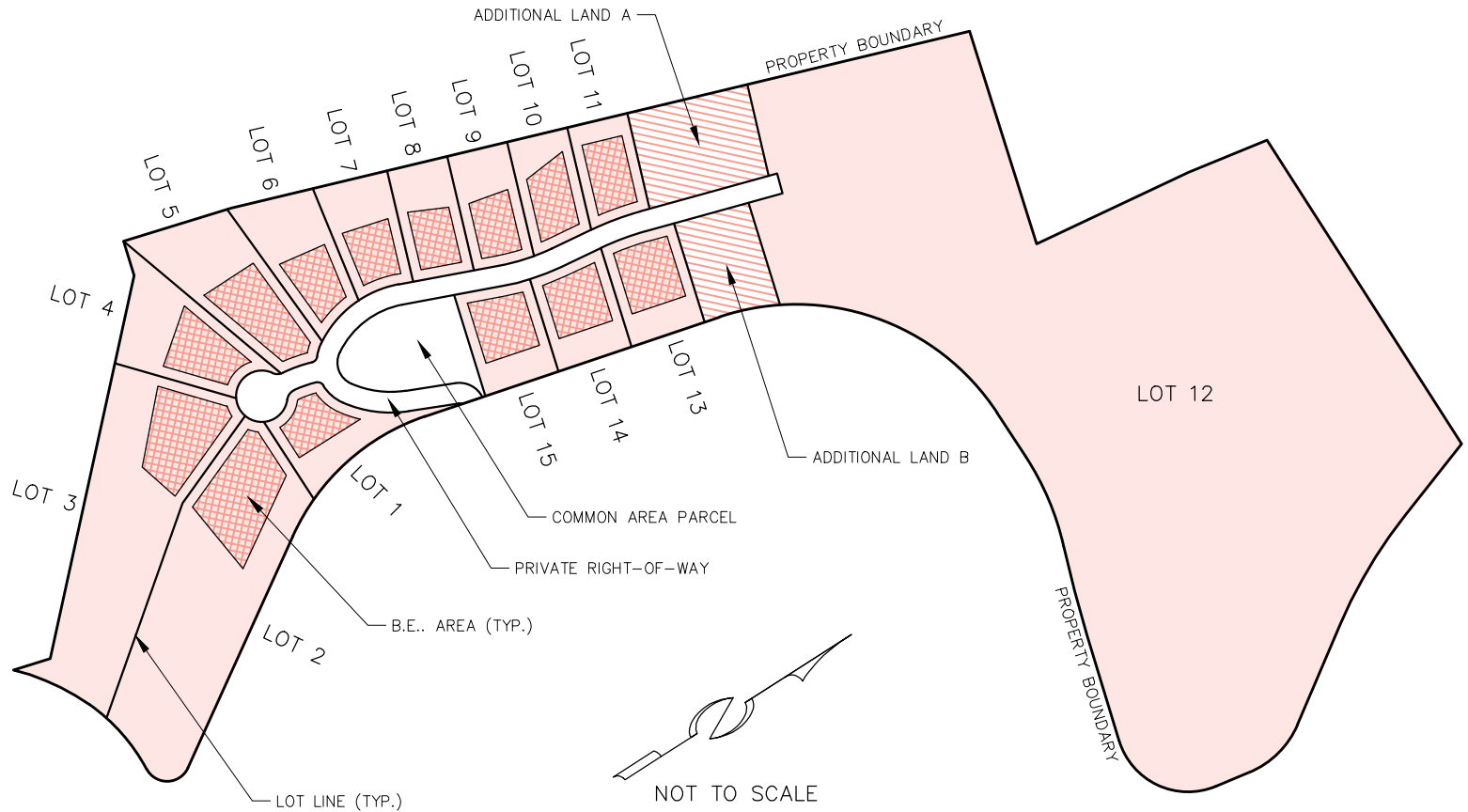
NEIGHBORHOOD COMPATABILITY





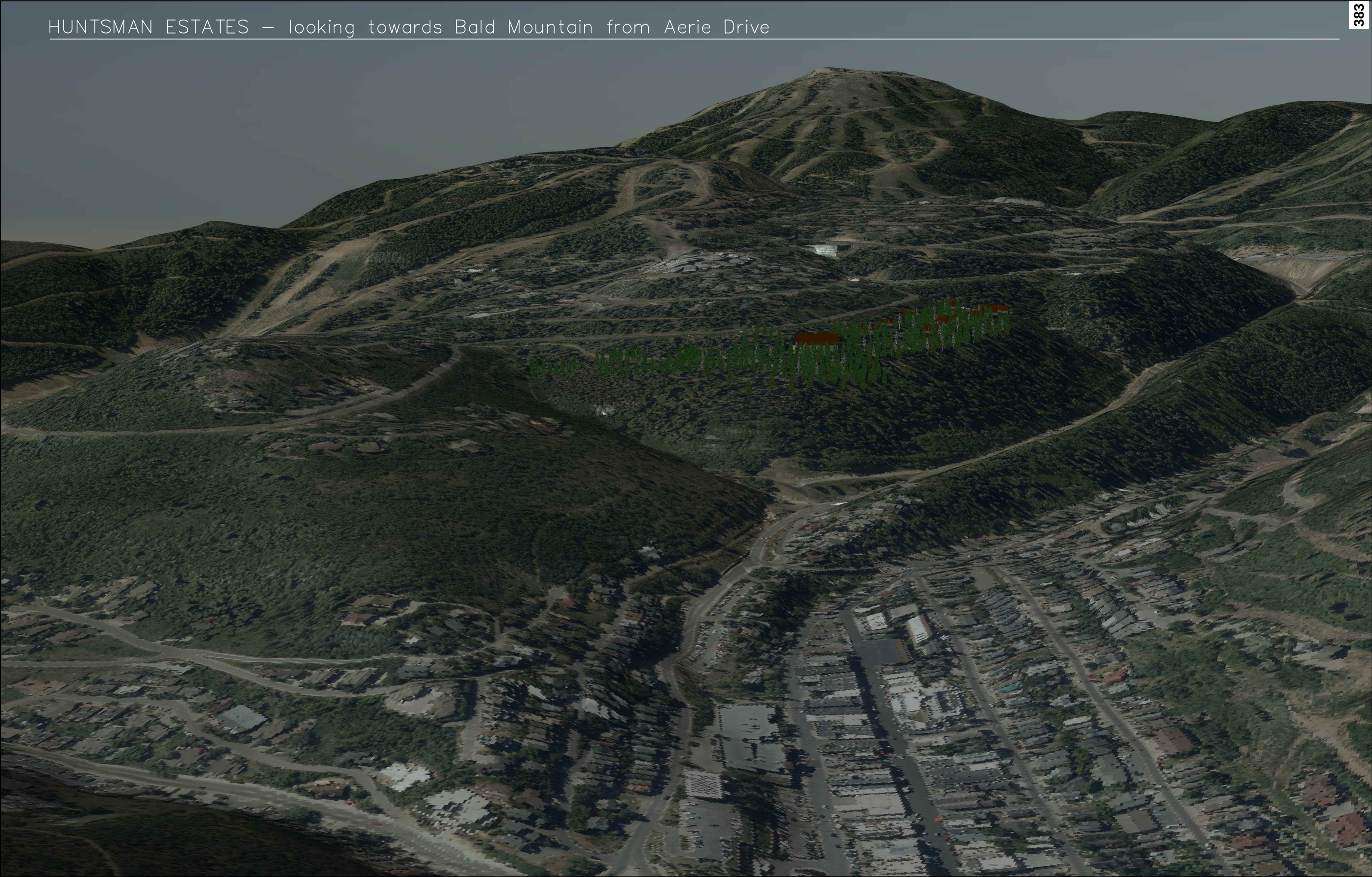
NEIGHBORHOOD COMPATABILITY



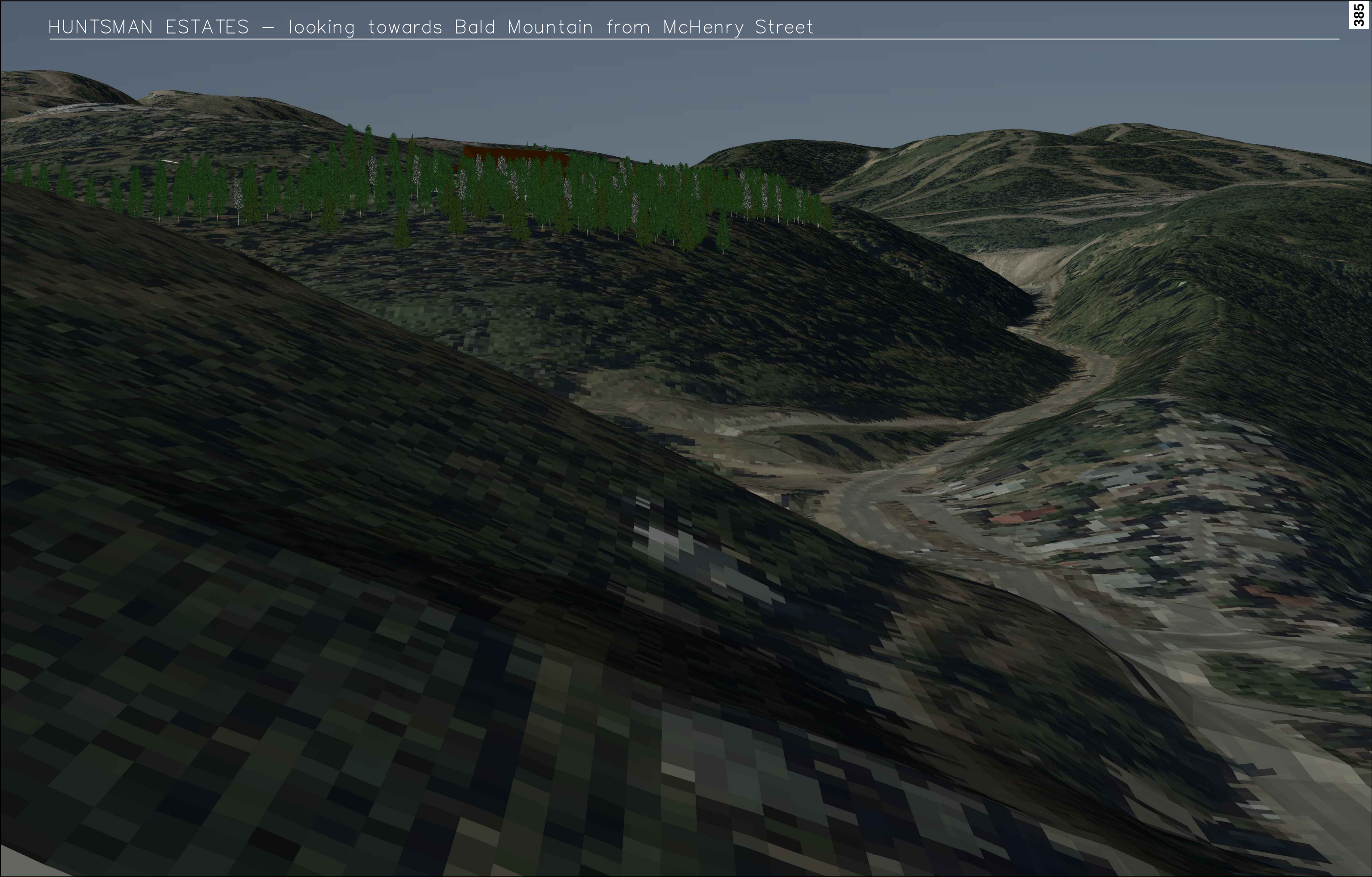


BUILDING ENVELOPE (B.E.)
SQUARE FOOT & LOT
ACREAGE TABLE

LOT #	LOT SQ FT	B.E. SQ. FT.	LOT ACRE	B.E. ACREAGE	B.E. TO LOT ACRES (%)
1	30,067 SF	9,341 SF	0.69 AC	0.21 AC	30.43%
2	132,339 SF	25,100 SF	3.04 AC	0.58 AC	19.07%
3	121,114 SF	21,401 SF	2.78 AC	0.49 AC	17.62%
4	42,156 SF	13,181 SF	0.97 AC	0.30 AC	30.92%
5	52,455 SF	17,526 SF	1.20 AC	0.40 AC	33.33%
6	35,934 SF	9,923 SF	0.82 AC	0.23 AC	28.05%
7	29,218 SF	9,122 SF	0.67 AC	0.21 AC	29.85%
8	26,968 SF	9,000 SF	0.62 AC	0.21 AC	31.34%
9	27,564 SF	9,275 SF	0.63 AC	0.21 AC	33.33%
10	26,003 SF	10,807 SF	0.60 AC	0.25 AC	41.66%
11	26,465 SF	10,789 SF	0.54 AC	0.25 AC	56.29%
12	960,431 SF	0 SF	23.77 AC	0.00 AC	0.00%
13	30,489 SF	13,617 SF	0.70 AC	0.31 AC	44.28%
14	28,905 SF	12,338 SF	0.66 AC	0.28 AC	42.42%
15	29,306 SF	12,648 SF	0.67 AC	0.29 AC	43.28%







Planning Commission Staff Report



Subject: City Council Land Use Appeal Authority
Application: PL-23-05689
Authors: Charles Pearlman, City Attorney's Office
Rebecca Ward, Interim Planning Director
Date: June 14, 2023
Type of Item: Legislative – Land Management Code Amendments

Recommendation

(I) Review and consider proposed Land Management Code amendments to potentially remove the City's legislative body, the City Council, as Appeal Authority for Master Planned Developments (MPDs) and Conditional Use Permits (CUPs); (II) conduct a public hearing; and (III) recommend an appeal authority for City Council's consideration on July 13, 2023, as outlined in two alternative versions:

- Planning staff's recommendation – Draft Ordinance No. 2023-XX creating a permanent Appeal Panel with members serving terms of three years to hear appeals of MPDs and CUPs (Exhibit A)
- Alternative – Draft Ordinance No. 2023-XX creating an individual Appeal Hearing Officer with a term of three years to hear appeals of MPDs and CUPs (Exhibit B)

Additionally, while not recommended, the Planning Commission may consider that appeals of MPDs and CUPs be heard by the Board of Adjustment or continue to be heard by the City Council.

Description

Applicant:	Planning Department
Land Management Code Sections	15-1-8 <i>Review Procedure Under the Code</i>
Amended:	15-1-18 <i>Appeals</i>
Reason for Review:	The Planning Commission holds a public hearing and forwards a recommendation to the City Council for amendments to the Land Management Code. The City Council takes Final Action. ¹

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

¹ LMC [§ 15-1-7](#) *Amendments to the Land Management Code*

Background

This matter was originally included in the broader pending LMC amendments in conjunction with changes to state code. Due to continuations of work sessions, we received Council input to prioritize this evaluation.

Very few jurisdictions ever utilized their legislative bodies as land use appeal authorities on administrative appeals. Boards of Adjustment were the standard choice for land use appeals. An exception was those employing older forms of government, such as three-member County Commissions in which individual commissioners exercised executive, administrative, and legislative authority.

The Land Management Code (LMC) provides for appeals to City Council for MPDs and CUPs.² These appeals go to City Council unless City Council determines that to “ensure fair due process for all affected parties or to otherwise preserve the appearance of fairness in any appeal” the appeal should go to an appeal panel that the Council appoints for the specific appeal.³

The City Council is an appeal authority on Planning Commission Final Action for MPDs and CUPs likely due to the overlap with those types of approvals with the City’s early annexations and MPDs. The Council often approved annexations and high-level master plans with little detail but wanted to retain overall site plan approval as smaller phases of the projects developed.

Due to changes in state law, this process presents challenges, outlined below. As a result, proposed alternative ordinances create either a permanent Appeal Panel with members serving terms of three years or an individual Appeal Hearing Officer with a term of three years to hear the appeals of Final Action by the Planning Commission on MPDs and CUPs. A third alternative is to recommend appeals of MPDs and CUPs to the Board of Adjustment, or for Council to retain appeal authority. However, these last two alternatives present obstacles, described below, and are not recommended.

Analysis

(I) Appeals of Planning Commission Final Action for Master Planned Developments and Conditional Use Permits Increases Risk of Challenges to Due Process and Ex Parte Communications.

Over the past 20 years, the Utah Legislature has made numerous changes to the Municipal Land Use, Development, and Management Act to facilitate municipalities moving away from legislative bodies as their Appeal Authority (Utah Code [§§ 10-9a-701 — 10-9a-708](#)).⁴ These amendments also clarified which decisions are administrative,

² LMC [§ 15-1-18\(C\)](#)

³ LMC [§ 15-1-18\(C\)\(1\)](#)

⁴ See, e.g. [Local Land Use Development and Management Amendments, 2005 Utah Laws 254](#); [Municipal and County Land Use and Development Revisions, 2021 Utah Laws 385](#); [Land Use and Development Amendments, 2019 Utah Laws 385](#); [Historic Preservation Amendments, 2017 Utah Laws 017](#); [Land Use](#)

legislative, and quasi-judicial. While for most matters the Utah Code does not directly prohibit legislative bodies from also acting as a municipality's appeal authority, the Utah Code was amended in part to decrease the risk of due process and ex parte communications as a basis to challenge appeal decisions by legislative bodies.

When the City Council was first established as the appeal authority for CUPs, CUPs were considered discretionary, and in that context, it made sense for the Council to remain the appeal authority. However, such use of CUPs is inconsistent with today's code, which mirrors Utah case law that consistently has held CUPs to be administrative.

These changes have shifted the status of CUPs to "permitted uses" so long as impacts can be mitigated pursuant to objective standards. Reconciling current state code with older development agreements is complex and legally challenging. If the community's goal is to hold property owners to the strict legal terms of existing agreements, limiting the owner's appeal to a technical hearing officer better ensures a decision consistent with the underlying legal documents and codes.

Conversely, communities often expect their Council to get involved early in the process to explore whether a better result can be achieved. The Council's status as the appeal authority mandates that the Council remain on the sidelines pending any potential appeal. Avoiding ex parte contacts and remaining a fair and impartial body to hear any subsequent challenge to the planning process limits the Council's ability to hear and talk to the community. This role is often in conflict with community expectations.

As a result of changes to state code and the challenges of having the legislative body act as the Appeal Authority for the municipality, most municipalities in Utah have followed suit by amending their appeals process to remove the legislative body as their Appeal Authority, and we recommend careful consideration of doing the same.

(II) Staff Recommends Planning Commission Final Action on Master Planned Developments and Conditional Use Permits be Appealed to an Appeal Panel.

LMC [§ 15-1-18\(C\)](#) was implemented to allow the City Council to consider an alternative to the Treasure Hill project pending the Planning Commission's ongoing review of the CUP application. This section establishes City Council discretion to appoint a three-person Appeal Panel on a case-by-case basis if the Council determines it is needed to ensure fair process or fairness of the appeal process.⁵

Appointed Appeal Panel members must meet the following qualifications:

- Be a Park City or area resident
- Have at least five years of experience in an adjudicative position and/or a legal or

[Amendments, 2017 Utah Laws 084; Land Use and Development Amendments, 2019 Utah Laws 384; Local Land Use and Development Revisions, 2023 Utah Laws 501; County and Municipal Land Use Regulation of Potential Geologic Hazard Areas, 2008 Utah Laws 326.](#)

⁵ LMC [§ 15-1-18\(C\)\(1\)](#)

- planning degree
- Be capable of conducting quasi-judicial administrative hearings in an orderly, impartial, and highly professional manner
- Be able to follow complex oral and written arguments and identify key issues of local concern
- Master non-legal concepts required to analyze specific situations
- Render findings and determinations on cases heard based on neutral consideration of the issues, sound legal reasoning, and good judgment

The proposed amendments to establish a permanent Appeal Panel incorporate these same criteria and qualifications and require City Council appointment, but for a three-year term on the Appeal Panel for all MPD and CUP appeals.

An alternative to an Appeal Panel is to appoint an Appeal Hearing Officer, one individual. When considering the appeal process for Treasure Hill, an Appeal Panel was recommended rather than an Appeal Hearing Officer due to concerns that one individual would be responsible for such large project appeals as the last decision-maker prior to a district court appeal ([Ordinance No. 10-15](#); [Council Meeting Minutes](#), April 1, 2010, p. 2). The City thought the community would be better represented by an Appeal Panel with formal expertise like a hearing officer, but with decision-making strengthened through multiple panel members hearing and determining the cases.

We find the advantages of an Appeal Panel continue to outweigh an Appeal Hearing Officer. This alternative is outlined in Exhibit A. However, the Planning Commission may recommend the Council consider an Appeal Hearing Officer who meets the same criteria required for the Appeals Hearing Panel, and this alternative is outlined in Exhibit B. Most jurisdictions employ an Appeal Hearing Officer over an Appeal Panel for efficiency and cost.

(III) Staff Recommends No Changes to Appeals Heard by the Board of Adjustment.

A third option includes shifting appeals of Planning Commission Final Action on MPDs and CUPs to the Board of Adjustment. However, we do not recommend this. Land use decisions have become dominated by more complex legal parameters and state code. In his 2020 article *Resolving Disputes in the West – Land Use Appeals*, Craig Call outlines the following cons for appeals to the Board of Adjustment:

Using a board is cumbersome. There are delays in waiting for fixed meeting dates or getting all the members together for special hearings. A big issue is that it can be difficult to find qualified individuals and train them. They are often not as informed on the applicable law as a trained individual might be. Boards are viewed as sometimes being more easily swayed by public clamor and emotion and to be less able to enforce a correct application of the law. Their decisions may be less likely to survive a challenge in the court room. It takes a lot of staff time to prepare

recommendations and provide findings of fact and conclusions of law for a bullet-proof decision by a lay panel (Exhibit C).

LMC [§ 15-1-18\(B\)](#) limits appeals to the Board of Adjustment to those involving staff or Historic Preservation Board Final Action on a Historic District Design Review Application or Historic Preservation Board Final Action on a Determination of Significance involving designation of a site to Park City's Historic Sites Inventory. In addition to the Board of Adjustment's review of Variance and Non-Conforming Use applications, the Board is experienced and competent in these Historic District reviews that require an understanding of the City's Historic District land use regulations. As a result, we recommend no changes. However, if the Planning Commission is interested in having appeals of Planning Commission Final Action on MPDs and CUPs go to the Board of Adjustment for consideration, we recommend a joint meeting with the Planning Commission and Board of Adjustment to discuss the pros and cons and to receive Board of Adjustment input.

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 on May 26, 2023. The *Park Record* published notice on May 31, 2023.⁶

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for creating a permanent Appeal Panel as outlined in Exhibit A for City Council consideration on July 13, 2023,
- The Planning Commission may forward a positive recommendation for creating a permanent Appeal Hearing Officer as outlined in Exhibit B for City Council consideration on July 13, 2023,
- The Planning Commission may continue the item to a later date and request a joint meeting with the Board of Adjustment,
- The Planning Commission may forward a negative recommendation to City Council, suggesting that the City Council remain an appeal authority, or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance Creating a Permanent Appeal Panel

Exhibit B: Draft Ordinance Creating an Individual Appeal Hearing Officer

Exhibit C: Resolving Disputes in the West – Land Use Appeals

⁶ LMC [§ 15-1-21](#)

DRAFT ORDINANCE NO. 2023-XX

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTIONS 15-1-8
*REVIEW PROCEDURE UNDER THE CODE AND 15-1-18 APPEALS***

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City's resort-based economy, and to protect or promote moderate income housing;

WHEREAS, the Utah Code Section 10-9a-701 requires that each local government that regulates land use appoint an appeal authority to hear appeals from decisions applying those land use regulations to a particular application or property;

WHEREAS, Park City is one of the last remaining cities in Utah to still use its legislative body as an appeal authority for Master Planned Developments and Conditional Use Permits;

WHEREAS, due to the increased complexity of matters upon appeal, increased risk of due process and conflict challenges to legislative bodies acting as quasi-judicial appeal authorities, changes in state law, and the City Council's desire to remain proactive and fully empowered to engage affirmatively its representation of constituents and residents regarding land use matters;

WHEREAS, on June 14, 2023, the Planning Commission conducted a duly noticed public hearing;

WHEREAS, on June 14, 2023, the Planning Commission forwarded a
_____ recommendation for City Council's consideration;

WHEREAS, on July 13, 2023, the City Council conducted a duly noticed public hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT

CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code

Sections 15-1-8 *Review Procedure Under the Code* and 15-1-18 *Appeals* are hereby amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 13th day of July 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-1-8 Review Procedure Under The Code

A. No Building Permit shall be valid for any Building project unless the plans for the proposed Structure have been submitted to and have been approved by the Planning, Engineering and Building Departments.

B. No new Use shall be valid on any Property within the City unless the Use is allowed.

C. No Subdivision shall be valid without preliminary approval of the Planning Commission and final approval by the City Council with all conditions of approval completed.

D. Proposals submitted to the Planning Department must be reviewed according to the type of Application filed. Unless otherwise provided for in this LMC, only one (1) Application per type, per Property, will be accepted and processed at a time.

E. The Planning, Engineering and Building Departments review all Allowed Uses, Administrative Lot Line Adjustments, Administrative Permits, and Administrative Conditional Use permits.

F. Projects in the Historic Districts and Historic Sites outside the Historic Districts are subject to design review under the Design Guidelines for Historic Districts and Historic Sites.

G. Conditional Uses and Master Planned Developments are initially reviewed by staff and submitted to the Planning Commission for review, final permitting and Final Action.

H. Subdivisions and Plat Amendments are initially reviewed by staff and submitted to the Planning Commission who makes a recommendation to the City Council for Final Action.

I. Variances, Special Exceptions, Non-Conforming Uses and Non-Complying Structures are reviewed by the Board of Adjustment.

J. No review may occur until all applicable fees have been paid. Final approval is not effective until all other fees including engineering fees have been paid, and following applicable staff review.

RECOMMENDATION (y), and FINAL ACTION (X), and APPEAL (z)						
	Planning	HPB	Board of Adjustment	Planning Commission	City Council	<u>Appeal Panel</u>
Allowed Use	X					
[Allowed-] Historic District Design Review [(HDDR)]	X		z [(when HPB takes part in the HDDR review)]			
Administrative Permits	X			z		
Conditional Use			[z (at request of the City Council for City Development applications)]	X	[z]	z
Conditional Use Admin.	X			z		

Determination of Significance		X	z			
MPD			[z (at request of the City Council for City Development applications)]	X	[z]	z
Determination of Non-Conforming Use and Non-Complying Structures	X		z			
Change of Non-Conforming Use			X			
Historic Preservation Board Review for Material Deconstruction [HPBR]		X	z			
Plat Amendment				y Recommendation to CC	X	
Variance			X			
Subdivision and Condominium Plats				y Recommendation to CC	X	
Annexation and Zoning				y [Recommendation]	X	

				<u>Recommendation</u> to CC		
Zoning Appeal			X			
LMC Amendments				y Recommendation to CC	X	

*All Applications shall be filed with the Planning Department. Planning Department staff makes a recommendation to the appropriate decision making body (X).

HISTORY

Adopted by Ord. [00-25](#) on 3/30/2000

Amended by Ord. [06-22](#) on 4/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [09-23](#) on 7/9/2009

Amended by Ord. [11-05](#) on 1/27/2011

Amended by Ord. [12-37](#) on 12/20/2012

Amended by Ord. [15-35](#) on 10/12/2015

Amended by Ord. [15-53](#) on 12/17/2015

Amended by Ord. [2016-44](#) on 9/15/2016

15-1-18 Appeals And Reconsideration Process

A. **STAFF**. Final Action by either the Planning Director or Planning Staff may be appealed to the Planning Commission. Final Action regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Board of Adjustment.

- 50 B. **HISTORIC PRESERVATION BOARD (HPB)**. The City or any Person with
51 standing adversely affected by any decision of the Historic Preservation Board
52 may be appealed to the Board of Adjustment.
- 53 C. **PLANNING COMMISSION**. The City or any Person with standing adversely
54 affected by a Final Action by the Planning Commission on appeals of Staff action
55 may petition the District Court in Summit County for a review of the decision.
56 ~~Final Action by the Planning Commission on Conditional Use permits and Master~~
57 ~~Planned Developments (MPDs) involving City Development may be appealed to~~
58 ~~the Board of Adjustment at the City Council's request. All other~~ Final Action by
59 the Planning Commission concerning Conditional Use permits (excluding those
60 Conditional Use permits decided by Staff and appealed to the Planning
61 Commission; final action on such an appeal shall be appealed to the District
62 Court) and MPDs may be appealed to the Appeal Panel ~~City Council. When the~~
63 ~~City Council determines it is necessary to ensure fair due process for all affected~~
64 ~~parties or to otherwise preserve the appearance of fairness in any appeal, the~~
65 ~~City Council may appoint an appeal panel as appeal authority to hear any appeal~~
66 ~~or call up that the Council would otherwise have jurisdiction to hear. The appeal~~
67 ~~panel will have the same scope of authority and standard of review as the City~~
68 ~~Council.~~ Only those decisions in which the Planning Commission has applied a
69 land use ordinance to a particular Application, Person, or Parcel may be
70 appealed to an appeal authority.
- 71 1. **APPEAL PANEL MEMBERSHIP AND QUALIFICATIONS.** The ~~[appeal~~
72 ~~panel]~~ Appeal Panel shall have three (3) members. The decision to

73 appoint and the appointment of ~~[an appeal panel]~~ the Appeal Panel shall
74 be made by the City Council at a duly noticed public meeting after publicly
75 noticed request for qualifications. Qualifications shall include a weighted
76 priority for the following: Park City or Area residency, five years or more of
77 prior experience in an adjudicative position, and/or a legal or planning
78 degree. Each member of the ~~[appeal panel]~~ Appeal Panel shall have the
79 ability to:

- 80 a. Conduct quasi-judicial administrative hearings in an orderly,
81 impartial and highly professional manner.
- 82 b. Follow complex oral and written arguments and identify key issues
83 of local concern.
- 84 c. Master non-legal concepts required to analyze specific situations ~~and~~
85 ~~render findings and determinations~~.
- 86 d. Absent any conflict of interest, render findings and determinations
87 on cases heard, based on neutral consideration of the issues,
88 sound legal reasoning, and good judgment.

- 89 2. **PROCESS.** Any hearing before ~~[an appeal panel]~~ the Appeal Panel shall
90 be publicly noticed, include a public hearing, and meet all requirements of
91 the Utah Open and Public Meetings Act. ~~[The appeal panel shall have the~~
92 ~~same authority and follow the same procedures as designated for the “City~~
93 ~~Council” in this Section. The City Council may decide to appoint an appeal~~
94 ~~panel for a particular matter at any time an application is pending but the~~

~~appointment of the individual members of the panel shall not occur until an actual appeal or call up is pending.]~~

3. The City Council shall appoint the Appeal Panel. The appointment of the individual members of the panel shall be for terms of three (3) years.

D. **STANDING TO APPEAL**. The following has standing to appeal a Final Action:

1. Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission;
2. The Owner of any Property within three hundred feet (300') of the boundary of the subject site;
3. Any City official, Board or Commission having jurisdiction over the matter; and
4. The Owner of the subject Property.

E. **TIMING**. All appeals must be made within ten (10) calendar days of the Final Action except for an appeal from a decision by the historic preservation authority which is a decision by Staff regarding the Design Guidelines for Historic Districts and Historic Sites or a decision by the Historic Preservation Board regarding a land use application, the applicant may appeal the decision within thirty (30) days after the day on which the historic preservation authority issues a written decision. The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

118 F. **FORM OF APPEALS**. Appeals to the Planning Commission, Board of
119 Adjustment, or Historic Preservation Board must be filed with the Planning
120 Department. ~~Appeals to the City Council must be filed with the City Recorder.~~
121 Appeals to the Appeal Panel must be filed with the City Recorder. Appeals must
122 be by letter or petition, and must contain the name, address, and telephone
123 number of the petitioner; the petitioner's relationship to the project or subject
124 Property; and a comprehensive statement of all the reasons for the appeal,
125 including specific provisions of the law, if known, that are alleged to be violated
126 by the action taken. The Appellant shall pay the applicable fee established by
127 resolution when filing the appeal. The Appellant shall present to the appeal
128 authority every theory of relief that it can raise in district court. The Appellant
129 shall provide courtesy mailing to all parties who received mailed notice for the
130 action being appealed within fourteen (14) days of filing the appeal.

131 G. **BURDEN OF PROOF AND STANDARD OF REVIEW**. The appeal authority
132 shall act in a quasi-judicial manner ~~[even if the appeal authority is the City~~
133 ~~Council]~~. The appellant has the burden of proving that the land use authority
134 erred. The appeal authority shall review factual matters de novo, without
135 deference to the land use authority's determination of factual matters. The appeal
136 authority shall determine the correctness of the land use authority's interpretation
137 and application of the plain meaning of the land use regulations, and interpret
138 and apply a land use regulation to favor a land use application unless the land
139 use regulation plainly restricts the land use application. All appeals must be
140 made in writing. Review of petitions of appeal shall include a public hearing and

shall be limited to consideration of only those matters raised by the petition(s), unless the appeal authority grants either party approval to enlarge the scope of the appeal to accept information on other matters. New evidence may be received so long as it relates to the scope of the appeal.

H. **NON-ADVERSARIAL PROCESS.** For all appeals before ~~[City Council]~~ the Appeal Panel, and any Board or Commission, the following shall apply:

1. The procedural hearings and reviews established by the City's regulatory procedures does not adopt or utilize in any way the adversary criminal or civil justice system used in the courts.
2. The role of City staff, including legal staff, is to provide technical and legal advice and professional judgment to each decision making body, ~~[including City Council,]~~ as they are not advocates of any party or position in a dispute, notwithstanding the fact that their technical and legal advice and professional judgment may lead them to make recommendations concerning the matter.
3. In the absence of clear evidence in the record that a staff member has lost impartiality as a technical adviser, the City's need for consistent, coherent and experienced advisers outweighs any claims of bias by the applicant.

I. **WRITTEN FINDINGS REQUIRED.** The appeal authority shall direct staff to prepare detailed written Findings of Fact, Conclusions of Law and the Order.

J. **~~[CITY COUNCIL]~~ APPEAL PANEL ACTION ON APPEALS.**

1. The Appeal Panel, with the consultation of the appellant, shall set a date for the appeal.

- 164 2. The City Recorder shall notify the Property Owner and/or the Applicant of
165 the appeal date. The City Recorder shall obtain the findings, conclusions
166 and all other pertinent information from the Planning Department and shall
167 transmit them to the Appeal Panel.
- 168 3. The Appeal Panel may affirm, reverse, or affirm in part and reverse in part
169 any properly appealed decision of the Planning Commission. The Appeal
170 Panel may remand the matter to the appropriate body with directions for
171 specific Areas of review or clarification. Appeal Panel review of petitions of
172 appeal shall include a public hearing and be limited to consideration of
173 only those matters raised by the petition(s), unless the Panel by motion,
174 enlarges the scope of the appeal to accept information on other matters.
- 175 4. Staff must prepare written findings within fifteen (15) working days of the
176 Appeal Panel vote on the matter.
- 177 K. **CITY COUNCIL CALL-UP**. Within fifteen (15) calendar days of Final Action on
178 any project, the City Council, on its own motion, may call up any Final Action
179 taken by the Planning Commission or Planning Director for review by the
180 ~~[Council]~~ the Appeal Panel. ~~[Call-ups involving City Development may be heard~~
181 ~~by the Board of Adjustment at the City Council's request.]~~ The call-up shall
182 require the majority vote of the Council. Notice of the call-up shall be given to the
183 Chairman of the Commission and/or Planning Director by the Recorder, together
184 with the date set by the Council for consideration of the merits of the matter. The
185 Recorder shall also provide notice as required by Sections 15-1 -12 and 15-1-18
186 (K) herein. In calling a matter up, the Council may limit the scope of the call-up

187 hearing to certain issues. The City Council, with the consultation of the Applicant,
188 shall set a date for the call-up. The City Recorder shall notify the Applicant of the
189 call-up date. The City Recorder shall obtain the findings, and all other pertinent
190 information and transmit them to the Council.

191 L. **NOTICE**. There shall be no additional notice for appeals of Staff determination
192 other than listing the matter on the agenda, unless notice of the Staff review was
193 provided, in which case the same notice must be given for the appeal. Notice of
194 appeals of Final Action by the Planning Commission and Historic Preservation
195 Board; notice of all appeals to ~~[City Council]~~ the Appeal Panel, reconsiderations,
196 or call-ups shall be given by:

- 197 1. Publishing the matter once at least fourteen (14) days prior to the first
198 hearing in a newspaper having general circulation in Park City;
- 199 2. Mailing courtesy notice at least fourteen (14) days prior to the first hearing
200 to all parties who received mailed courtesy notice for the original action.
- 201 3. Posting the Property at least fourteen (14) days prior to the first hearing;
202 and
- 203 4. Publishing notice on the Utah Public Notice Website at least fourteen (14)
204 days prior to the first hearing.

205 M. **STAY OF APPROVAL PENDING REVIEW OF APPEAL**. Upon the filing of an
206 appeal, any approval granted under this Title will be suspended until the appeal
207 body, pursuant to this Section 15-1-18 has acted on the appeal.

208 N. **APPEAL FROM THE ~~[CITY COUNCIL]~~ APPEAL PANEL**. The Applicant or any
209 Person aggrieved by City action on the project may appeal the Final Action by

the ~~[City Council]~~ Appeal Panel to a court of competent jurisdiction. The decision of the ~~[Council]~~ Appeal Panel stands, and those affected by the decision may act in reliance on it unless and until the court enters an interlocutory or final order modifying the decision.

O. **RECONSIDERATION**. The City Council, and any Board or Commission, may reconsider at any time any legislative decision upon an affirmative vote of a majority of that body. The City Council, and any Board, Panel or Commission, may reconsider any quasi-judicial decision upon an affirmative vote of a majority of that body at any time prior to Final Action. Any action taken by the deciding body shall not be reconsidered or rescinded at a special meeting unless the number of members of the deciding body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

~~P. [No participating member of the Appeal Panel may entertain an appeal in which the participating member acted as the land use authority.]~~ The Appeal Authority shall conduct the hearing in accordance with Utah Code Sections 10-9a-701(3) and (5), as amended.

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 10-15 on 4/15/2010

233 Amended by Ord. [12-37](#) on 12/20/2012
234 Amended by Ord. [14-37](#) on 7/17/2014
235 Amended by Ord. [15-35](#) on 10/12/2015
236 Amended by Ord. [15-53](#) on 12/17/2015
237 Amended by Ord. [16-15](#) on 3/24/2016
238 Amended by Ord. [2016-44](#) on 9/15/2016
239 Amended by Ord. [2017-04](#) on 2/16/2017
240 Amended by Ord. [2017-42](#) on 8/3/2017
241 Amended by Ord. [2018-46](#) on 8/2/2018
242 Amended by Ord. [2020-34](#) on 7/9/2020
243 Amended by Ord. [2022-16](#) on 5/26/2022

DRAFT ORDINANCE NO. 2023-XX

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTIONS 15-1-8
*REVIEW PROCEDURE UNDER THE CODE AND 15-1-18 APPEALS***

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City's resort-based economy, and to protect or promote moderate income housing;

WHEREAS, the Utah Code Section 10-9a-701 requires that each local government that regulates land use appoint an appeal authority to hear appeals from decisions applying those land use regulations to a particular application or property;

WHEREAS, Park City is one of the last remaining cities in Utah to still use its legislative body as an appeal authority for Master Planned Developments and Conditional Use Permits;

WHEREAS, due to the increased complexity of matters upon appeal, increased risk of due process and conflict challenges to legislative bodies acting as quasi-judicial appeal authorities, changes in state law, and the City Council's desire to remain proactive and fully empowered to engage affirmatively its representation of constituents and residents regarding land use matters;

WHEREAS, on June 14, 2023, the Planning Commission conducted a duly noticed public hearing;

WHEREAS, on June 14, 2023, the Planning Commission forwarded a
_____ recommendation for City Council's consideration;

WHEREAS, on July 13, 2023, the City Council conducted a duly noticed public
hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT

CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code

Sections 15-1-8 *Review Procedure Under the Code* and 15-1-18 *Appeals* are hereby
amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 13th day of July 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-1-8 Review Procedure Under The Code

A. No Building Permit shall be valid for any Building project unless the plans for the proposed Structure have been submitted to and have been approved by the Planning, Engineering and Building Departments.

B. No new Use shall be valid on any Property within the City unless the Use is allowed.

C. No Subdivision shall be valid without preliminary approval of the Planning Commission and final approval by the City Council with all conditions of approval completed.

D. Proposals submitted to the Planning Department must be reviewed according to the type of Application filed. Unless otherwise provided for in this LMC, only one (1) Application per type, per Property, will be accepted and processed at a time.

E. The Planning, Engineering and Building Departments review all Allowed Uses, Administrative Lot Line Adjustments, Administrative Permits, and Administrative Conditional Use permits.

F. Projects in the Historic Districts and Historic Sites outside the Historic Districts are subject to design review under the Design Guidelines for Historic Districts and Historic Sites.

G. Conditional Uses and Master Planned Developments are initially reviewed by staff and submitted to the Planning Commission for review, final permitting and Final Action.

H. Subdivisions and Plat Amendments are initially reviewed by staff and submitted to the Planning Commission who makes a recommendation to the City Council for Final Action.

I. Variances, Special Exceptions, Non-Conforming Uses and Non-Complying Structures are reviewed by the Board of Adjustment.

J. No review may occur until all applicable fees have been paid. Final approval is not effective until all other fees including engineering fees have been paid, and following applicable staff review.

RECOMMENDATION (y), and FINAL ACTION (X), and APPEAL (z)						
	Planning	HPB	Board of Adjustment	Planning Commission	City Council	<u>Appeal Hearing Officer</u>
Allowed Use	X					
[Allowed-] Historic District Design Review [(HDDR)]	X		z [(when HPB takes part in the HDDR review)]			
Administrative Permits	X			z		
Conditional Use			[z (at request of the City Council for City Development applications)]	X	[z]	<u>z</u>
Conditional Use Admin.	X			z		

Determination of Significance		X	z			
MPD			[z (at request of the City Council for City Development applications)]	X	[z]	z
Determination of Non-Conforming Use and Non-Complying Structures	X		z			
Change of Non-Conforming Use			X			
Historic Preservation Board Review for Material Deconstruction [HPBR]		X	z			
Plat Amendment				y Recommendation to CC	X	
Variance			X			
Subdivision and Condominium Plats				y Recommendation to CC	X	
Annexation and Zoning				y [Recommendation]	X	

				<u>Recommendation</u> to CC		
Zoning Appeal			X			
LMC Amendments				y Recommendation to CC	X	

*All Applications shall be filed with the Planning Department. Planning Department staff makes a recommendation to the appropriate decision making body (X).

HISTORY

Adopted by Ord. [00-25](#) on 3/30/2000

Amended by Ord. [06-22](#) on 4/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [09-23](#) on 7/9/2009

Amended by Ord. [11-05](#) on 1/27/2011

Amended by Ord. [12-37](#) on 12/20/2012

Amended by Ord. [15-35](#) on 10/12/2015

Amended by Ord. [15-53](#) on 12/17/2015

Amended by Ord. [2016-44](#) on 9/15/2016

15-1-18 Appeals And Reconsideration Process

A. **STAFF**. Final Action by either the Planning Director or Planning Staff may be appealed to the Planning Commission. Final Action regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Board of Adjustment.

50 B. **HISTORIC PRESERVATION BOARD (HPB)**. The City or any Person with
51 standing adversely affected by any decision of the Historic Preservation Board
52 may be appealed to the Board of Adjustment.

53 C. **PLANNING COMMISSION**. The City or any Person with standing adversely
54 affected by a Final Action by the Planning Commission on appeals of Staff action
55 may petition the District Court in Summit County for a review of the decision.
56 ~~Final Action by the Planning Commission on Conditional Use permits and Master~~
57 ~~Planned Developments (MPDs) involving City Development may be appealed to~~
58 ~~the Board of Adjustment at the City Council's request. All other~~ Final Action by
59 the Planning Commission concerning Conditional Use permits (excluding those
60 Conditional Use permits decided by Staff and appealed to the Planning
61 Commission; final action on such an appeal shall be appealed to the District
62 Court) and MPDs may be appealed to the Appeal Hearing Officer ~~City Council~~.
63 ~~When the City Council determines it is necessary to ensure fair due process for~~
64 ~~all affected parties or to otherwise preserve the appearance of fairness in any~~
65 ~~appeal, the City Council may appoint an appeal panel as appeal authority to hear~~
66 ~~any appeal or call up that the Council would otherwise have jurisdiction to hear.~~
67 ~~The appeal panel will have the same scope of authority and standard of review~~
68 ~~as the City Council.~~ Only those decisions in which the Planning Commission has
69 applied a land use ordinance to a particular Application, Person, or Parcel may
70 be appealed to an appeal authority.

71 1. **APPEAL HEARING OFFICER ~~[PANEL MEMBERSHIP AND]~~**

72 **QUALIFICATIONS.** The ~~[appeal panel]~~ Appeal Hearing Officer shall have

three (3) members. The decision to appoint and the appointment of ~~[an appeal-panel]~~ the Appeal Hearing Officer shall be made by the City Council at a duly noticed public meeting after publicly noticed request for qualifications. Qualifications shall include a weighted priority for the following: Park City or Area residency, five years or more of prior experience in an adjudicative position, and/or a legal or planning degree. Each member of the ~~[appeal-panel]~~ Appeal Hearing Officer shall have the ability to:

- a. Conduct quasi-judicial administrative hearings in an orderly, impartial and highly professional manner.
- b. Follow complex oral and written arguments and identify key issues of local concern.
- c. Master non-legal concepts required to analyze specific situations ~~.[, render findings and determinations]~~.
- d. Absent any conflict of interest, render findings and determinations on cases heard, based on neutral consideration of the issues, sound legal reasoning, and good judgment.

2. **PROCESS.** Any hearing before ~~[an appeal-panel]~~ the Appeal Hearing Officer shall be publicly noticed, include a public hearing, and meet all requirements of the Utah Open and Public Meetings Act. ~~[The appeal panel shall have the same authority and follow the same procedures as designated for the "City Council" in this Section. The City Council may decide to appoint an appeal panel for a particular matter at any time an~~

~~application is pending but the appointment of the individual members of the panel shall not occur until an actual appeal or call up is pending.]~~

3. The City Council shall appoint the Appeal Hearing Officer. The appointment of the Appeal Hearing Officer shall be for terms of three (3) years.

D. **STANDING TO APPEAL**. The following has standing to appeal a Final Action:

1. Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission;
2. The Owner of any Property within three hundred feet (300') of the boundary of the subject site;
3. Any City official, Board or Commission having jurisdiction over the matter; and
4. The Owner of the subject Property.

E. **TIMING**. All appeals must be made within ten (10) calendar days of the Final Action except for an appeal from a decision by the historic preservation authority which is a decision by Staff regarding the Design Guidelines for Historic Districts and Historic Sites or a decision by the Historic Preservation Board regarding a land use application, the applicant may appeal the decision within thirty (30) days after the day on which the historic preservation authority issues a written decision. The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-

five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

F. **FORM OF APPEALS**. Appeals to the Planning Commission, Board of Adjustment, or Historic Preservation Board must be filed with the Planning Department. ~~Appeals to the City Council must be filed with the City Recorder.~~ Appeals to the Appeal Hearing Officer must be filed with the City Recorder.

Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; the petitioner's relationship to the project or subject Property; and a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant shall pay the applicable fee established by resolution when filing the appeal. The Appellant shall present to the appeal authority every theory of relief that it can raise in district court. The Appellant shall provide courtesy mailing to all parties who received mailed notice for the action being appealed within fourteen (14) days of filing the appeal.

G. **BURDEN OF PROOF AND STANDARD OF REVIEW**. The appeal authority shall act in a quasi-judicial manner ~~[even if the appeal authority is the City Council]~~. The appellant has the burden of proving that the land use authority erred. The appeal authority shall review factual matters de novo, without deference to the land use authority's determination of factual matters. The appeal authority shall determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations, and interpret and apply a land use regulation to favor a land use application unless the land

141 use regulation plainly restricts the land use application. All appeals must be
142 made in writing. Review of petitions of appeal shall include a public hearing and
143 shall be limited to consideration of only those matters raised by the petition(s),
144 unless the appeal authority grants either party approval to enlarge the scope of
145 the appeal to accept information on other matters. New evidence may be
146 received so long as it relates to the scope of the appeal.

147 H. **NON-ADVERSARIAL PROCESS.** For all appeals before ~~[City Council]~~ the
148 Appeal Hearing Officer, and any Board or Commission, the following shall apply:

- 149 1. The procedural hearings and reviews established by the City's regulatory
150 procedures does not adopt or utilize in any way the adversary criminal or
151 civil justice system used in the courts.
- 152 2. The role of City staff, including legal staff, is to provide technical and legal
153 advice and professional judgment to each decision making body,
154 ~~[including City Council,]~~ as they are not advocates of any party or position
155 in a dispute, notwithstanding the fact that their technical and legal advice
156 and professional judgment may lead them to make recommendations
157 concerning the matter.
- 158 3. In the absence of clear evidence in the record that a staff member has lost
159 impartiality as a technical adviser, the City's need for consistent, coherent
160 and experienced advisers outweighs any claims of bias by the applicant.

161 I. **WRITTEN FINDINGS REQUIRED.** The appeal authority shall direct staff to
162 prepare detailed written Findings of Fact, Conclusions of Law and the Order.

163 J. **~~[CITY COUNCIL]~~ APPEAL HEARING OFFICER ACTION ON APPEALS.**

1. The Appeal [Panel] Hearing Officer, with the consultation of the appellant, shall set a date for the appeal.
 2. The City Recorder shall notify the Property Owner and/or the Applicant of the appeal date. The City Recorder shall obtain the findings, conclusions and all other pertinent information from the Planning Department and shall transmit them to the Appeal [Panel] Hearing Officer.
 3. The Appeal [Panel] Hearing Officer may affirm, reverse, or affirm in part and reverse in part any properly appealed decision of the Planning Commission. The Appeal [Panel] Hearing Officer may remand the matter to the appropriate body with directions for specific Areas of review or clarification. Appeal [Panel] Hearing Officer review of petitions of appeal shall include a public hearing and be limited to consideration of only those matters raised by the petition(s), unless the Panel by motion, enlarges the scope of the appeal to accept information on other matters.
 4. Staff must prepare written findings within fifteen (15) working days of the Appeal [Panel] Hearing Officer vote on the matter.
- K. **CITY COUNCIL CALL-UP**. Within fifteen (15) calendar days of Final Action on any project, the City Council, on its own motion, may call up any Final Action taken by the Planning Commission or Planning Director for review by the [Council] the Appeal Hearing Officer. ~~[Call-ups involving City Development may be heard by the Board of Adjustment at the City Council's request.]~~ The call-up shall require the majority vote of the Council. Notice of the call-up shall be given to the Chairman of the Commission and/or Planning Director by the Recorder,

187 together with the date set by the Council for consideration of the merits of the
188 matter. The Recorder shall also provide notice as required by Sections 15-1 -12
189 and 15-1-18 (K) herein. In calling a matter up, the Council may limit the scope of
190 the call-up hearing to certain issues. The City Council, with the consultation of
191 the Applicant, shall set a date for the call-up. The City Recorder shall notify the
192 Applicant of the call-up date. The City Recorder shall obtain the findings, and all
193 other pertinent information and transmit them to the Council.

194 L. **NOTICE**. There shall be no additional notice for appeals of Staff determination
195 other than listing the matter on the agenda, unless notice of the Staff review was
196 provided, in which case the same notice must be given for the appeal. Notice of
197 appeals of Final Action by the Planning Commission and Historic Preservation
198 Board; notice of all appeals to ~~[City Council]~~ the Appeal Hearing Officer,
199 reconsiderations, or call-ups shall be given by:

- 200 1. Publishing the matter once at least fourteen (14) days prior to the first
201 hearing in a newspaper having general circulation in Park City;
- 202 2. Mailing courtesy notice at least fourteen (14) days prior to the first hearing
203 to all parties who received mailed courtesy notice for the original action.
- 204 3. Posting the Property at least fourteen (14) days prior to the first hearing;
205 and
- 206 4. Publishing notice on the Utah Public Notice Website at least fourteen (14)
207 days prior to the first hearing.

- 208 M. STAY OF APPROVAL PENDING REVIEW OF APPEAL. Upon the filing of an
209 appeal, any approval granted under this Title will be suspended until the appeal
210 body, pursuant to this Section 15-1-18 has acted on the appeal.
- 211 N. APPEAL FROM THE [CITY COUNCIL] APPEAL HEARING OFFICER. The
212 Applicant or any Person aggrieved by City action on the project may appeal the
213 Final Action by the [City Council] Appeal Hearing Officer to a court of competent
214 jurisdiction. The decision of the [Council] Appeal Hearing Officer stands, and
215 those affected by the decision may act in reliance on it unless and until the court
216 enters an interlocutory or final order modifying the decision.
- 217 O. RECONSIDERATION. The City Council, and any Board or Commission, may
218 reconsider at any time any legislative decision upon an affirmative vote of a
219 majority of that body. The City Council, and any Board, Panel or Commission,
220 may reconsider any quasi-judicial decision upon an affirmative vote of a majority
221 of that body at any time prior to Final Action. Any action taken by the deciding
222 body shall not be reconsidered or rescinded at a special meeting unless the
223 number of members of the deciding body present at the special meeting is equal
224 to or greater than the number of members present at the meeting when the
225 action was approved.
- 226 ~~P. [No participating member of the Appeal Panel may entertain an appeal in which~~
227 ~~the participating member acted as the land use authority.]~~ The Appeal Authority
228 shall conduct the hearing in accordance with Utah Code Sections 10-9a-701(3)
229 and (5), as amended.

230 HISTORY

- 231 *Adopted by Ord. [00-25](#) on 3/30/2000*
- 232 *Amended by Ord. [06-22](#) on 4/27/2006*
- 233 *Amended by Ord. [09-10](#) on 3/5/2009*
- 234 *Amended by Ord. [09-23](#) on 7/9/2009*
- 235 *Amended by Ord. [10-15](#) on 4/15/2010*
- 236 *Amended by Ord. [12-37](#) on 12/20/2012*
- 237 *Amended by Ord. [14-37](#) on 7/17/2014*
- 238 *Amended by Ord. [15-35](#) on 10/12/2015*
- 239 *Amended by Ord. [15-53](#) on 12/17/2015*
- 240 *Amended by Ord. [16-15](#) on 3/24/2016*
- 241 *Amended by Ord. [2016-44](#) on 9/15/2016*
- 242 *Amended by Ord. [2017-04](#) on 2/16/2017*
- 243 *Amended by Ord. [2017-42](#) on 8/3/2017*
- 244 *Amended by Ord. [2018-46](#) on 8/2/2018*
- 245 *Amended by Ord. [2020-34](#) on 7/9/2020*
- 246 *Amended by Ord. [2022-16](#) on 5/26/2022*

Resolving Disputes in the West - Land Use Appeals

By Craig Call

[Excerpt from [Western Planner 2020 Article](#)]

LOCAL APPEALS OPTIONS

Of course only one state has an ombudsman-based land use review process, but we all have either a Board of Adjustment or a Hearing Officer. In Utah we call that an “Appeal Authority”. The ombudsman does not take the place of that essential local step in the formal appeal process. Every litigant still needs to “exhaust local remedies” before they go to court.

A local appeal on the merits can be an essential “pressure relief valve” which helps to avoid making serious mistakes on all sides of a land use question. If it is staffed with well-trained and independent individuals, an appeal should help resolve difficulties and solve more problems than it causes.

A land use appeal is meant to protect all involved – to give the municipality a second look when objections are raised – and to afford the applicant/property owner/neighbor/competitor a chance for a hearing on the merits. It’s a whole lot less hassle than going to court and often can provide both a solution (and some much-needed therapy) for those involved.

We have about 15 years of experience in Utah in allowing cities, counties and towns to not choose to appoint a hearing officer to be the local “appeal authority” instead of a board of adjustment. We also allow other groups including the local legislative body to hear appeals. (That is not an option I recommend by the way. It can be pretty difficult for elected officials to take

off their “chat at the grocery store politician” legislative hat and put on their “unbiased third party neutral decision-maker” quasi-judicial hat to hear a case as the appeal authority.)

There are, of course, pros and cons between the option of hiring a hearing officer option versus appointing a board of adjustment.

BOARD OF ADJUSTMENT:

Pros: This option involves local people that have the local lay of the land. There are usually no direct costs other than staff time (which I admit is not a small factor). It’s the way we have always done it so we don’t have to make major changes. A board is viewed by many as not likely to be as strict on the letter of the local ordinances. Many consider that a good thing. It is usually easier to get a variance from a board than it would be from a hearing officer. A board can involve a mix of members including a lawyer, a planner, a real estate professional and others with diversified backgrounds. In many states there is no other option.

Cons: Using a board is cumbersome. There are delays in waiting for fixed meeting dates or getting all the members together for special hearings. A big issue is that it can be difficult to find qualified individuals and train them. They are often not as informed on the applicable law as a trained individual might be. Boards are viewed as sometimes being more easily swayed by public clamor and emotion and to be less able to enforce a correct application of the law. Their decisions may be less likely to survive a challenge in the court room. It takes a lot of staff time to prepare recommendations and provide findings of fact and conclusions of law for a bullet-proof decision by a lay panel.

HEARING OFFICER:

Pros: It’s simpler. An individual can respond to appeals or variance requests with flexible hours, dates and formats. Parties can sit around the table at city hall and still preserve all the essential elements of due process without a lot of formality. The format is very flexible. I have heard cases entirely via email communications, preserving a record for further appeal

and protecting all involved from inappropriate contacts outside the record. Zoom or its video alternatives also work very well, enhance flexibility, and can keep travel costs to a minimum.

Most hearing officers are very knowledgeable about the law and ordinances. A hearing officer is more likely to follow the law and keep the city or town out of court, or to improve the chances of a win if the matter is litigated. They do not have to be lawyers. A hearing officer could be a seasoned planner or lay person.

An experienced hearing officer can handle all details of the appeal and remove all administrative burdens from the city staff. The right hearing officer can also avoid the trouble caused when a decision is based on clamor or bias. Land use regulations and processes have long been accused of promoting inequity and even discrimination against certain classes of citizens. A hearing officer can help avoid both the appearance and substance of such potential abuses.

An individual can be appointed for a term of years or case by case, depending on the ordinance. Some individuals are available to provide this function for several municipalities. They generally do not live in the communities they serve, but can get up to speed on the issues quickly now that local ordinances are universally available on line.

Cons: Local governments sometimes do not want the law applied strictly and appreciate the more casual approach that a citizen body takes. Many communities want the local touch that a citizen board provides. A hearing officer can cost a few hundred dollars to a thousand dollars or more to review a case, hear from the parties, and write up a decision, depending on the complexity of the issue.

A FAIR PROCEDURE

All in all, whatever the process, it is essential that we provide a fair and understandable procedure to resolve land use disputes. “. . . due process is not a technical concept with a fixed content unrelated to time, place and circumstances which can be imprisoned within the treacherous limits of any formula. Rather the demands of due process rest on the concept of basic

fairness of procedure and demand a procedure appropriate to the case and just to the parties involved.” Utah Supreme Court, *Rupp v. Grantsville City*, 610 P.2d 340 (Utah 1980).

As land use professionals we can build great cities and lovely small places. We can also look back on building great relationships and preserving the individual dignity that citizens are entitled to keep as they get involved in the land use arena.

Every Beverly Watson is obligated to cover the costs she imposes on the city. But Beverly Watson was not a resource to be mined. We as planners can facilitate fairness. A healthy and accessible means of resolving land use disputes is essential to accomplishing equity for all involved.

About the Author

Craig M. Call is a land use hearing officer for Salt Lake City and eight other Utah cities and counties. He is the executive director of the Utah Land Use Institute and served as the first Utah Property Rights Ombudsman. Craig is a retired attorney who once served on the Provo Utah City Council and in the Utah Legislature. His ideal day would be touring the spectacular landscape of the West in a vintage convertible.

Planning Commission Agenda Item Report

Meeting Date: June 14, 2023

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

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 (60 mins.)

Suggested Action:

Attachments:

[Vibrancy and Conventional Chain Business Staff Report](#)

[Exhibit A: Ordinance No. 07-55](#)

[Exhibit B: Ordinance No. 2016-02](#)

[Exhibit C: Ordinance No. 2017-31](#)

[Exhibit D: Ordinance No. 2017-65](#)

[Exhibit E: Ordinance No. 2018-16](#)

[Exhibit F: Ordinance No. 2017-56](#)

[Exhibit G: Ordinance No. 2017-09](#)

Planning Commission Staff Report



Subject: Conventional Chain Businesses and Vibrancy Ordinances
Application: PL-23-05564
Author: Rebecca Ward
Date: June 14, 2023
Type of Item: Work Session

Recommendation

Review the Conventional Chain Business and Vibrancy regulations for the Historic Commercial Zoning Districts in Old Town and discuss whether the Planning Commission recommends initiating the process to conduct community outreach and further research to evaluate potential amendments.

Background

Preserving the Vibrancy of Park City's Historic Commercial Areas

Over the years, the City Council enacted land use regulations recommended in the [General Plan](#), including **Vertical Zoning** to direct active uses like retail, restaurants, and bars to the street level, **Vibrant Commercial Storefront Incentives** to keep street-level businesses open year-round, **Conventional Chain Business Regulations** to minimize the adverse impacts of chain businesses along Main Street by implementing caps by zone, and **Storefront Enhancement Zoning** to ensure future development is compatible with the historic rhythm and pedestrian scale of Main Street, maintaining the City's vibrant historic commercial core.

Land use regulations within the Historic Recreation Commercial and Historic Commercial Business Zoning Districts¹ were enacted throughout 2016 – 2022 as follows:

(1) Vertical Zoning (Ordinance No. 07-55, Exhibit A; Ordinance No. 2016-02, Exhibit B)

- Issue
 - Diminished retail and restaurants and increased residential and office spaces along the Historic Recreation Commercial and Historic Commercial Business streetscape could threaten the vitality and vibrancy of Main Street.
- Goal
 - Limit uses within the first story of buildings along Main Street to retail and restaurants that are inviting to the passing pedestrian. Discourage office,

¹ [Park City Zoning Map](#)

real estate showrooms, and parking uses ([General Plan Goal 16, Objective 16B](#), p. 9).

- Amendments
 - Defined *Storefront Property* in the LMC as a building with a storefront window or storefront entrance that is within 50 feet from the edge of pavement along a public street.²
 - Prohibited residential, bed and breakfast, boarding house, office, parking, group care facility, private club, and private event facility uses in Storefront Property within the Historic Recreation Commercial and Historic Commercial Business Zoning Districts.³
- Outcome
 - When Vertical Zoning was first adopted in 2007, there were existing vested uses allowed to continue, including real estate offices. However, new uses must comply with the Vertical Zoning ordinance. If vested non-conforming uses terminate, the new use will be required to comply with Vertical Zoning.

(2) Vibrant Commercial Storefront Incentives (Ordinance No. 2017-31, Exhibit C; Ordinance No. 2017-65, Exhibit D; Ordinance No. 2018-16, Exhibit E)

- Issue
 - Some prominent buildings along Main Street were only activated during the Sundance Film Festival or other Special Events and remained vacant for the rest of the year.
- Goal
 - Maintain the Historic Main Street District as the heart of the City for residents and visitors ([General Plan Goal 16](#), p. 8).
- Amendments
 - Required properties in the Historic Recreation Commercial and Historic Commercial Business Zoning Districts to have an active business license and to be engaging in business for at least 60 days per quarter to qualify for a Single Event Alcoholic Beverage License.⁴
- Outcome
 - The Finance, Planning, and Building Departments conduct vibrancy walks each quarter. To date this year, five businesses have been determined to be non-vibrant. In these instances, staff reaches out to property owners to provide notice that the business has been designated non-vibrant. In one instance, the property owner provided sufficient evidence to show that it

² LMC [§ 15-15-1](#)

³ HRC Zoning District – LMC [§ 15-2.5-2](#), footnote 5; HCB Zoning District – LMC [§ 15-2.6-2](#), footnote 1

⁴ Municipal Code of Park City [§ 4-2-15](#)

was engaging in business for the requisite period of time. Two additional properties provided sufficient evidence to qualify for a one-time liquor and temporary sign exception, due to renovations.

(3) Conventional Chain Business Regulation (Ordinance No. 2017-56, Exhibit F)

- Issue
 - Storefronts located on Main Street and Heber Avenue that do not foster diversity or a unique positive pedestrian experience may diminish the vibrancy, historic rhythm and scale, and activity of Historic Main Street. Storefront Property not inviting to the general public and reflective of the City's unique history and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of visitor experience satisfaction, diversity of visitors, activity on the street, and sales tax revenue generation.
- Goal
 - Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City and minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience ([General Plan Goal 12, Objective 12D](#), p. 25).
- Amendments
 - Defined *Conventional Chain Business* as a business with ten or more locations that operate with standardized menus, products, apparel, architectural design, and/or signage and logo.⁵
 - Capped Conventional Chain Businesses to no more than seven in Storefront Property within the Historic Recreation Commercial Zoning District.⁶
 - Capped Conventional Chain Businesses to no more than 17 in Storefront Property within the Historic Commercial Business Zoning District.⁷
- Outcome
 - The current list of Conventional Chain Businesses can be viewed on [the City's Business Licensing webpage](#). Conventional Chain Businesses within the Historic Commercial Business Zoning District have reached the cap of 17; those in the Historic Recreation Commercial Zoning District have reached five of seven.⁸

⁵ LMC [§ 15-15-1](#)

⁶ LMC [§ 15-2.5-2](#), footnote 10

⁷ LMC [§ 15-2.6-2](#), footnote 11

⁸ Please note that the Conventional Chain Business regulations do not apply to Sundance venues during the Sundance Film Festival.

(4) Storefront Enhancement Zoning (Ordinance No. 2017-09, Exhibit G)

- Issue
 - New development and redevelopment in the Historic Recreation Commercial and Historic Commercial Business Zoning Districts that proposed a wider presence along Main Street could disrupt the traditional rhythm and pedestrian scale of the historic streetscape.
- Goal
 - Encourage infill, additions, and building alterations on Main Street to be compatible with existing Landmark and Significant Historic Structures ([General Plan Goal 16, Objective 16E](#), p. 9).
- Amendments
 - Created Storefront Enhancement Zoning for the Historic Recreation Commercial and Historic Commercial Business Zoning Districts, restricting the maximum width of a Storefront Property Façade along Main Street or Heber Avenue to 50 feet.⁹
- Outcome
 - New development must complement the Historic Districts in rhythm and scale.

(5) Clarifications to the Vibrancy Ordinances ([Ordinance No. 2022-15](#))

- Issue
 - The City Council directed the Economic Development, Finance, and Planning teams to evaluate further incentives to keep businesses in the historic commercial areas vibrant through sign code regulations and to clarify the Vibrancy Ordinances.
- Goal
 - Enact holistic amendments to connect and clarify provisions that had been added piecemeal over the years.
- Amendments
 - Require an active business license to maintain a sign installation, prohibit temporary sign permits for those businesses that do not meet the vibrancy requirements; coordinate Vertical Zoning, Vibrant Commercial Storefront Incentives, Conventional Chain Business Regulations, and Storefront Enhancement Zoning; and clarify the *Storefront Property* definition.
- Outcome
 - The definition section of the LMC now cites the relevant provisions within the Vibrancy Ordinance to help navigate the layers of the code. To date,

⁹ Historic Recreation Commercial Zoning District - LMC [§ 15-2.5-3\(K\)](#); Historic Commercial Business Zoning District – LMC [§ 15-2.6-3\(I\)](#)

staff is not aware of sign installations maintained without an active business license, so no action has been taken. A temporary sign permit application has not yet been submitted for a non-vibrant Storefront Property.

Analysis

In the fall of 2022, the Planning Commission requested a summary regarding Conventional Chain Business and Vibrancy Ordinances to introduce the regulations to new Planning Commissioners and to provide background information so that the Planning Commission could evaluate whether to prioritize these topics in the 2023 Land Management Code amendment schedule ([Minutes](#), p. 1 - 4). On December 14, 2022, staff provided the requested background for Planning Commission review ([Staff Report](#)).

On January 25, 2023, when establishing the 2023 Land Management Code priorities for the year, the Planning Commission requested that Conventional Chain Business and Vibrancy Ordinances be prioritized for early discussion ([Minutes](#)).

The Conventional Chain Business and Vibrancy Ordinances were established over several years after significant study and community outreach. The Economic Development, Finance, and Planning teams recommended amendments enacted by City Council in 2022 to clarify and further incentivize Vibrant Storefronts through sign regulations. However, staff did not recommend substantive changes. If the Planning Commission considers future amendments, staff recommends that additional study be conducted, and extensive stakeholder outreach be completed prior to any proposed amendments.

Please note that staff reached out to the Historic Park City Alliance (HPCA) for input on the current regulations. On December 20, 2022, the HPCA Board reviewed and discussed the current regulations and responded as follows:

The group did discuss this and the overall consensus is to keep as is. However they would suggest adding a variance during Sundance. Currently with all Chain slots being filled (on the top of Main), this prevents street level businesses from renting out business site during the event. With rent prices being so high, this creates a missed opportunity for businesses.

While HPCA recommends the policy regarding Conventional Chain Businesses during Sundance be reevaluated, they do not recommend or request changes to the code at this time.

This work session was originally scheduled for March 8, 2023 ([Agenda Work Session 6.B](#); [Minutes](#), p. 42) but the Commission continued it to a later date due to a late

meeting. The work session was then scheduled for April 26, 2023, but the HPCA Board was unavailable and requested the meeting be scheduled for June.

Ordinance No. 07-55

**AN ORDINANCE APPROVING AMENDMENTS TO THE PARK CITY LAND
MANAGEMENT CODE TO CHAPTERS 15-2.6: HISTORIC COMMERCIAL
BUSINESS (HCB) DISTRICT AND 15-2.5 HISTORIC RECREATION
COMMERCIAL (HRC) DISTRICT, RELATING TO PROHIBITING OFFICE,
RESIDENTIAL, NON-SALES TAX GENERATING USES AND OTHER SIMILAR OR
ASSOCIATED USES IN THE HCB DISTRICT AND HRC DISTRICT STOREFRONTS;
ALSO RELATED AMENDMENT TO LAND MANAGEMENT CODE
CHAPTER 15-15-1: DEFINITIONS.**

WHEREAS, the Land Management Code is designed and enacted to implement the objectives of the Park City General Plan; to protect the general health, safety, and welfare of Park City's citizen's and property owners; to maintain the quality of life and experience for its residents and visitors; and to preserve the community's unique character and values;

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Districts and finds it is essential to the City's long term economic and financial well-being; and

WHEREAS, The Community Economy Element of the Park City General Plan states that "Temporary or transient real estate project offices should be encouraged to locate in other areas of the City in order for Main Street to retain its primary functions"; and goes on to say Park City should "Maintain and improve the resort ambiance, which includes adequate opportunities for recreation, shopping, dining and culture"; and

WHEREAS, the 2003 Hyett Palma Park City Downtown Economic Study recommends pursuing a broad variety of uses and attractions to draw locals and visitors; and

WHEREAS, The City's Budget Department and The Main Street Business Alliance have submitted Affidavits that support these amendments; and

WHEREAS, Park City's Economic Development Plan identifies the following as Top Priorities: Facilitation and establishment of more "attractions/areas of interest" for both visitors and residents; Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies; and Protect, preserve, and promote the historic Main Street downtown area as the heart of the region; and

WHEREAS, Park City's Economic Development Strategic Plan identifies the following as High Priorities: Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities; Proactively target

business sectors that will fill voids left by departing companies or for smart redevelopment reasons; and

WHEREAS, in the HCB and HRC Districts, Office uses that are not inviting to the general public to access them will diminish the diverse and eclectic mix of uses and attractions necessary to sustain Park City's unique vibrant Main Street core for the general public, visitors, quests, and locals; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is an element of Main Street's attractiveness and a destination center for visitors and locals; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of commercial and mixed-use buildings and districts in and near the downtown core; and

WHEREAS, a preliminary discussion was held at the joint Planning Commission/City Council work session on April 5, 2007 regarding legislative remedies available to ensure the continuation of a successful business mix on historic Main Street; and

WHEREAS, in the HCB and HRC Districts, Office uses that are not inviting to the general public to access them will have a negative effect upon the overall economy and vitality of the downtown core as visitors find fewer businesses in which to shop or restaurants in which to eat. A reduction in visitor traffic will have a net negative impact to sales tax overall. A reduction in visitor numbers will also signal a change in the culture of Main Street into an elite area that is less inviting to the majority of Park City's visitors, guests, and locals; and

WHEREAS it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Utah State Code and the Park City General Plan, and to be consistent with the values and identified goals of the Park City community to protect health and safety, maintain the quality of life for its residents, and to preserve the community's unique character.

WHEREAS, the Council determines after evaluating issues of fairness and the overall intent of the regulation that the application of pending ordinance doctrine shall be revoked up to the date of adoption;

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

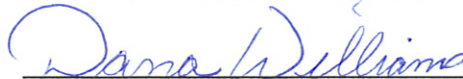
SECTION 1. APPROVAL OF AMENDMENT. CHAPTERS 15-2.5
Historic Recreation Commercial (HRC) District, 15-2.6 Historic Commercial Business

(HCB) District, and 15-15-1 Definitions, of the Land Management Code are hereby amended to read as attached hereto on Exhibits "A", "B" and "C".

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication and the pending ordinance rule shall become effective as of the date of adoption.

PASSED AND ADOPTED this 30th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, Mayor

Attest:


Janet M. Scott, City Recorder

Approved as to form:

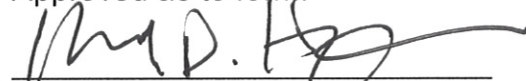

Mark D. Harrington, City Attorney



EXHIBIT A - HRC

TITLE 15 - LAND MANAGEMENT CODE (LMC)

CHAPTER 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

Chapter adopted by Ordinance No. 00-51

15-2.5-1. PURPOSE.

The purpose of the Historic Recreation Commercial (HRC) District is to:

- (A) maintain and enhance characteristics of Historic Streetscape elements such as yards, trees, vegetation, and porches,
- (B) encourage pedestrian oriented, pedestrian-scale Development,
- (C) minimize visual impacts of automobiles and parking,
- (D) preserve and enhance landscaping and public spaces adjacent to Streets and thoroughfares,
- (E) provide a transition in scale and land Uses between the HR-1 and HCB Districts that retains the character of Historic Buildings in the Area,
- (F) provide a moderate Density bed base at the Town Lift,
- (G) allow for limited retail and Commercial Uses consistent with resort bed base and the needs of the local community,
- (H) encourage preservation and rehabilitation of Historic Buildings and resources.

(I) maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

15-2.5-2. USES.

Uses in the HRC are limited to the following:

(A) ALLOWED USES.

- (1) Single Family Dwelling
- (2) Duplex Dwelling
- (3) Secondary Living Quarters

- (4) Lockout Unit¹
- (5) Accessory Apartment²
- (6) Nightly Rental
- (7) Home Occupation
- (8) Child Care, In-Home Babysitting
- (9) Child Care, Family³
- (10) Child Care, Family Group³
- (11) Child Care Center³
- (12) Accessory Building and Use
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn⁴
- (16) Boarding House, Hostel
- (17) Hotel, Minor, fewer than 16 rooms
- (18) Office, General⁵
- (19) Parking Area or Structure, with four (4) or fewer spaces

(B) **CONDITIONAL USES.**

- (1) Triplex Dwelling
- (2) Multi-Unit Dwelling
- (3) Guest House, on Lots one acre
- (4) Group Care Facility
- (5) Public and Quasi-Public Institution, Church, School
- (6) Essential Municipal Public Utility Use, Facility, Service and Structure
- (7) Telecommunication Antenna⁶
- (8) Satellite Dish, greater than thirty-nine inches (39") in diameter⁷
- (9) Plant and Nursery stock products and sales
- (10) Hotel, Major
- (11) Timeshare Projects and Conversions

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 for Child Care Regulations

⁴Requires an Administrative Conditional Use permit

⁵**Prohibited in Storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue (excluding those HRC zoned areas north of the 8th Street) rights-of-way; excluding without limitation, addresses contained within the following Buildings: 702 Main Street, 710 Main Street, 780 Main Street, 804 Main Street, 890 Main Street, and 900 Main Street.**

⁶See LMC Chapter 15-4-14, Supplemental Regulations For Telecommunication Facilities

⁷See LMC Chapter 15-4-13, Supplemental Regulations For Satellite Receiving Antennas

- (12) Private Residence Club Project and Conversion⁴
- (13) Office, Intensive
- (14) Office and Clinic, Medical
- (15) Financial Institution, without drive-up window⁸
- (16) Commercial Retail and Service, Minor⁷
- (17) Commercial Retail and Service, personal improvement⁷
- (18) Neighborhood Convenience Commercial, without gasoline sales
- (19) Café or Deli⁷
- (20) Restaurant, General⁷
- (21) Restaurant and café, Outdoor Dining⁴
- (22) Outdoor Events⁴
- (23) Bar
- (24) Parking Area or Structure, with five (5) or more spaces
- (25) Temporary Improvement
- (26) Passenger Tramway Station and Ski Base Facility
- (27) Ski Tow, Ski Lift, Ski Run, and Ski Bridge
- (28) Recreation Facility, Commercial, Public, and Private
- (29) Entertainment Facility, Indoor
- (30) Fences greater than six feet (6') in height from Final Grade⁴
- (31) Private Residence Club, Off-Site⁵**

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

(Amended by Ord. Nos. 04-39; 06-69)

⁸If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed Use

EXHIBIT B

TITLE 15 - LAND MANAGEMENT CODE (LMC)

CHAPTER 2.6 - HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

Chapter adopted by Ordinance No. 00-15

15-2.6-1. PURPOSE.

The purpose of the Historic Commercial Business (HCB) District is to:

- (A) preserve the cultural heritage of the City's original Business, governmental and residential center,
- (B) allow the Use of land for retail, commercial, residential, recreational, and institutional purposes to enhance and foster the economic and cultural vitality of the City,
- (C) facilitate the continuation of the visual character, scale, and Streetscape of the original Park City Historical District,
- (D) encourage the preservation of Historic Structures within the district,
- (E) encourage pedestrian-oriented, pedestrian-scale Development,
- (F) minimize the impacts of new Development on parking constraints of Old Town,
- (G) minimize the impacts of commercial Uses and business activities including parking, Access, deliveries, service, mechanical equipment, and traffic, on surrounding residential neighborhoods,
- (H) minimize visual impacts of automobiles and parking on Historic Buildings and Streetscapes, and
- (I) support Development on Swede Alley which maintains existing parking and service/delivery operations while providing Areas for public plazas and spaces.

(J) maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

15-2.6-2. USES.

Uses in the Historic Commercial Business (HCB) District are limited to the following:

(A) **ALLOWED USES.**

- (1) Single Family Dwelling⁹
- (2) Multi-Unit Dwelling¹
- (3) Secondary Living Quarters¹
- (4) Lockout Unit^{1,10}
- (5) Accessory Apartment^{1,11}
- (6) Nightly Rental¹²
- (7) Home Occupation¹
- (8) Child Care, In-Home Babysitting¹
- (9) Child Care, Family^{1,13}
- (10) Child Care, Family Group^{1,5}
- (11) Child Care Center^{1,5}
- (12) Accessory Building and Use¹
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn¹⁴
- (16) Boarding House, Hostel
- (17) Hotel, Minor, fewer than 16 rooms
- (18) Office, General¹
- (19) Office, Moderate Intensive¹
- (20) Office and Clinic, Medical¹
- (21) Financial Institution, without drive-up window
- (22) Commercial Retail and Service, Minor
- (23) Commercial Retail and Service, personal improvement
- (24) Commercial Neighborhood Convenience, without gasoline sales
- (25) Restaurant, Cafe or Deli
- (26) Restaurant, General
- (27) Bar
- (28) Parking Lot, Public or Private with four (4) or fewer spaces
- (29) Entertainment Facility, Indoor
- (30) Salt Lake City 2002 Winter Olympic Games Legacy Display¹⁵

⁹**Prohibited in Storefronts adjacent to the Main Street, Heber Avenue, or Swede Alley Rights-of-Way.**

¹⁰Nightly Rental of Lock Units requires a Conditional Use permit

¹¹See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

¹²Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses

¹³ See LMC Chapter 15-4-9 for Child Care Regulations

¹⁴Requires an Administrative Conditional Use permit

¹⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License.

(B) **CONDITIONAL USES.**

- (1) Group Care Facility¹
- (2) Public and Quasi-Public Institution, Church, School
- (3) Essential Municipal Public Utility Use, Facility, Service, and Structure
- (4) Telecommunication Antenna⁷
- (5) Satellite Dish, greater than thirty-nine inches (39") in diameter⁸
- (6) Plant and Nursery stock products and sales
- (7) Hotel, Major
- (8) Timeshare Projects and Conversions¹
- (9) Timeshare Sales Office, Off-Site within an enclosed Building¹
- (10) Private Residence Club Project and Conversion⁵
- (11) Commercial Retail and Service, Major
- (12) Office, Intensive
- (13) Restaurant, Outdoor Dining⁵
- (14) Outdoor Events
- (15) Hospital, Limited Care Facility
- (16) Parking Area or Structure for five (5) or more cars
- (17) Temporary Improvement
- (18) Passenger Tramway Station and Ski Base Facility
- (19) Ski Tow, Ski Lift, Ski Run, and Ski Bridge
- (20) Recreation Facility, Public or Private
- (21) Recreation Facility, Commercial
- (22) Fences greater than six feet (6') in height from Final Grade⁵
- (23) Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁹
- (24) Private Residence Club, Off-Site¹

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

(Amended by Ord. No. 02-38; 04-39; 06-69)

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁹Olympic Legacy Displays limited to those specific Structures approved under the SLOC/ Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

Exhibit C

TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 15 - DEFINITIONS

Chapter adopted by Ordinance No. 00-25

CHAPTER 15 - DEFINED TERMS.

15-15-1.44. Club.

(E) Club, Private Residence, Off-Site. Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes but is not limited to any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office.

Storefront Property

A separately enclosed space or unit that has a window or entrance that fronts on a Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space or unit with:

1. A window and/or entrance within 50 lateral/horizontal feet of the back (inside building edge) of the public sidewalk; and
2. A window and/or entrance that is not more than 8 feet above or below the grade of the adjacent Public Street.

In the case of split-level, multi-level buildings with only one primary entrance, only those fully enclosed spaces or units that directly front the street as set forth above shall be designated to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.

Ordinance 16-02

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING CHAPTER 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) ZONING DISTRICT, CHAPTER 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) ZONING DISTRICT, AND CHAPTER 15 DEFINED TERMS RELATING TO VERTICAL ZONING REGULATIONS PROHIBITING OFFICE, RESIDENTIAL, PARKING, PRIVATE EVENT FACILITIES, AND SIMILAR OR ASSOCIATED USES WITHIN STOREFRONT PROPERTY IN THE HISTORIC MAIN STREET DOWNTOWN AREA

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 16 that states, "Maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors." Objective 16B states, "Limit uses within the first story of buildings along Main Street to retail and restaurant establishments that are inviting to the passing pedestrian. Uses that should be discouraged include office space, real estate show rooms, parking, etc." Implementation Strategy 16.10 states, "Re-examine the City's existing Vertical Zoning Ordinance that requires commercial retail shops along Main Street; consider strengthening the Ordinance."

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of more attractions and areas of interest for both visitors and residents, maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and

protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, Uses located on the main level adjacent to the street, that are not inviting to the general public, may diminish the vibrancy, diversity, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, Uses that are not inviting to the general public may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on June 24th, July 22nd, August 26th, October 14th, November 11th, and December 9, 2015 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 7, 2016; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

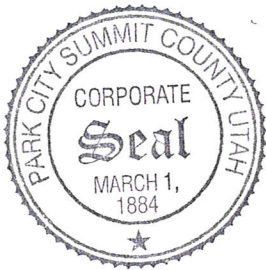
SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.5 Historic Recreation Commercial (HRC) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.6 Historic Commercial Business (HCB) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

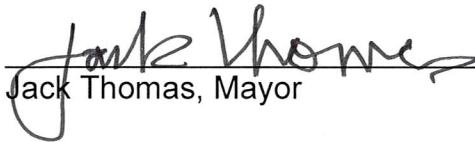
SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 7 day of January, 2016



PARK CITY MUNICIPAL CORPORATION



Jack Thomas, Mayor

Attest:



Michelle Kellogg
City Recorder

Approved as to form:



Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC Chapter 2.5 HRC Zoning District
Exhibit B – LMC Chapter 2.6 HCB Zoning District
Exhibit C – LMC Chapter 15- Defined Terms

**PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS**

TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.5

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

15-2.5- 1.	PURPOSE	1
15-2.5- 2.	USES	1
15-2.5- 3.	LOT AND SITE REQUIREMENTS	3
15-2.5- 4.	ACCESS	7
15-2.5- 5.	BUILDING HEIGHT	7
15-2.5- 6.	EXISTING HISTORIC STRUCTURES	8
15-2.5- 7.	ARCHITECTURAL REVIEW	8
15-2.5- 8.	MECHANICAL SERVICE	8
15-2.5- 9.	SERVICE ACCESS	9
15-2.5-10.	HEBER AVENUE SUB-ZONE	9
15-2.5-11.	PARKING REGULATIONS.	9
15-2.5-12.	CRITERIA FOR BED AND BREAKFAST INNS	10
15-2.5-13.	GOODS AND USES TO BE WITHIN ENCLOSED BUILDING	10
15-2.5-14.	VEGETATION PROTECTION	14
15-2.5-15.	SIGNS	15
15-2.5-16.	RELATED PROVISIONS	15

- (4) Lockout Unit^{1,5}
- (5) Accessory Apartment^{2,5}
- (6) Nightly Rental⁵
- (7) Home Occupation⁵
- (8) Child Care, In-Home Babysitting
- (9) Child Care, Family³
- (10) Child Care, Family Group³
- (11) Child Care Center³
- (12) Accessory Building and Use
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn^{4,5}
- (16) Boarding House, Hostel⁵
- (17) Hotel, Minor, fewer than 16 rooms⁵
- (18) Office, General⁵

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 for Child Care Regulations

⁴Requires an Administrative or Administrative Conditional Use permit, see Section 15-4.

⁵ Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue. excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the

- (19) Parking Area or Structure, with four (4) or fewer spaces⁵

(B) **CONDITIONAL USES**⁹.

- (1) Triplex Dwelling⁵

following addresses:
~~Storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue Rights-of-Way, excluding those HRC-zoned Areas north of 8th Street; excluding without limitation, addresses contained within the following Buildings:~~
 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780 Main Street, 804 Main Street ~~(for the plaza side storefronts)~~ , 875 Main Street, 890 Main Street, ~~and~~ 900 Main Street, ~~and~~ 820 Park Avenue.
 Hotel rooms shall not be located within Storefront Property however; access, circulation, and lobby areas are permitted within Storefront Property.

(Amended by Ord. Nos. 04-39; 06-69; 07-55; 09-10; 12-37)

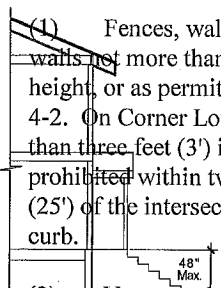
15-2.5-3. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

(A) **FRONT YARD.** The minimum Front Yard is ten feet (10').

(B) **FRONT YARD EXCEPTIONS.** The Front Yard must be open and free of any Structure except:

- 
- The diagram shows a corner lot with a street on the left and a driveway on the right. A fence is shown along the back of the lot, with a note indicating a 25-foot prohibition from the intersection. A set of steps is shown leading from the driveway to the main building, with a note indicating a 4-foot maximum height.
- (1) Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
 - (2) Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4')

Front Yard
← →

in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.

(3) Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.

(4) Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.

(5) Sidewalks, patios, and pathways.

(6) Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.

(C) **REAR YARD.** The minimum Rear Yard is ten feet (10').

(D) **REAR YARD EXCEPTIONS.** The Rear Yard must be open and free of any Structure except:

(1) Bay Windows not more than

Field Code Changed

requirements as a detached Accessory Building.

- (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.
- (10) Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

(E) **SIDE YARD.**

- (1) The minimum Side Yard is five feet (5').
- (2) On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
- (3) A Side Yard between connected Structures is not required where the 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. The longest dimension of a Building joined at the Side Lot Line may not exceed one hundred feet (100').

(F) **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) Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
- (5) Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.
- (6) Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
- (7) Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
- (8) Driveways leading to a garage or approved Parking Area.

(A) **VEHICULAR ACCESS.** A Project may have only one vehicular Access from Park Avenue, Main Street, Heber Avenue, Swede Alley, or Deer Valley Drive, unless an additional Access is approved by the Planning Commission.

(B) **PEDESTRIAN ACCESS.** An Applicant must build, and if necessary, dedicate a Sidewalk on all Street Frontages.

15-2.5-5. BUILDING HEIGHT.

No Structure shall be erected to a height greater than thirty-two feet (32') from Existing Grade. This is the Zone Height.

(A) **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

- (1) Gable, hip, and similar pitched roofs 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 Historic District Design Guidelines, 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.

(6) To accommodate a roof form consistent with the Historic District Design Guidelines, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the height requirement and complies with height exception criteria in Section 15-2.2-6(B)(10).

(Amended by Ord. Nos. 06-69; 07-25; 09-10)

15-2.5-6. EXISTING HISTORIC STRUCTURES.

Historic Structures that do not comply with Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, driveway location standards, and Building height.

(A) **EXCEPTION.** In order to achieve

HRC District apply, except:

(A) The Allowed Uses within the sub-zones are identical to the Allowed Uses in the HCB District.

(B) The Conditional Uses within the sub-zone are identical to the Conditional Uses in the HCB District.

(C) The Floor Area Ratio limitation of the HRC District does not apply.

15-2.5-11. PARKING REGULATIONS.

(A) Tandem Parking is allowed in the Historic District.

(B) Common driveways are allowed along shared Side Yard Property Lines to provide Access to parking in the rear of the Main Building, or below Grade, if both Properties are deed restricted to allow for the perpetual use of the shared drive.

(C) Common Parking Structures are allowed where such a grouping facilitates:

(1) the Development of individual Buildings that more closely conform to the scale of Historic Structures in the District; and

(2) the reduction, mitigation, or elimination of garage doors at the Street edge.

(D) A common Parking Structure may occupy below Grade Side Yards between participating Developments if the Structure maintains all Setbacks above Grade. Common Parking Structures are subject to a Conditional Use Review, Section 15-1-10.

(E) Driveways between Structures are allowed to eliminate garage doors facing the Street, to remove cars from on-Street parking, and to reduce paved Areas, provided the driveway leads to an approved garage or Parking Area.

(F) Turning radii are subject to review by the City Engineer as to function and design.

(G) See Section 15-3 Off Street Parking for additional parking requirements.

(Amended by Ord. Nos. 06-69; 09-10)

15-2.5-12. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is an Allowed Use subject to an Administrative Conditional Use permit. No Administrative Conditional Use permit may be issued unless the following criteria are met:

(A) The Use is in a Historic Structure or addition thereto, or a historically Compatible Structure.

(B) The Applicant will make every attempt to rehabilitate the Historic portion of the Structure.

(C) The Structure has at least two (2)

criteria:

(a) The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.

(b) The proposed seating Area does not impede pedestrian circulation.

(c) The proposed seating Area does not impede emergency Access or circulation.

(d) The proposed furniture is Compatible with the Streetscape.

(e) No music or noise is in excess of the City Noise Ordinance, Title 6.

(f) No Use after 10:00 p.m.

(g) Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.

(2) **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Outdoor grills and/or beverage service stations require an Administrative Conditional Use

permit and are subject to the following criteria:

(a) The Use is on private Property or leased public Property and does not diminish parking or landscaping.

Field Code Changed

(b) The Use is only for the sale of food or beverages in a form suited for immediate consumption.

(c) The Use is Compatible with the neighborhood.

(d) The proposed service station does not impede pedestrian circulation.

(e) The proposed service station does not impede emergency Access or circulation.

(f) Design of the service station is Compatible with the adjacent Building and Streetscape.

(g) No violation of the City Noise Ordinance, Title 6.

(h) Compliance with the City Sign Code, Title 12.

(3) **OUTDOOR STORAGE AND DISPLAY OF BICYCLES,**

following criteria:

- (a) The display is immediately available for purchase at the Business displaying the item.
- (b) The merchandise is displayed on private property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless if the property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property; however, written permission for the display of the merchandise must be obtained from the Owner's association.
- (c) The display is prohibited from being permanently affixed to any building. Temporary fixtures may not be affixed to any Historic Building in a manner that compromises the Historic integrity or Façade Easement of the Building as

determined by the Planning Director.

- (d) the display does not diminish parking or landscaping.
- (e) The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.
- (f) The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director or Building Official.
- (g) The display shall not create a hazard to the public due to moving parts, sharp edges, or extension into public Rights-of-Way, including sidewalks, or

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.5 - HRC District

15-2.5-16

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.

PARK CITY MUNICIPAL CODE TABLE OF CONTENTS

TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.6

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.6 - HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

15-2.6-1.	PURPOSE	1
15-2.6-2.	USES	1
15-2.6-3.	LOT AND SITE REQUIREMENTS	3
15-2.6-4.	FLOOR AREA RATIO.....	4
15-2.6-5.	MAXIMUM BUILDING VOLUME AND HEIGHT.....	4
15-2.6-6.	ARCHITECTURAL REVIEW	6
15-2.6-7.	SWEDE ALLEY DEVELOPMENT CRITERIA	6
15-2.6-8.	CANOPY AND AWNING.....	7
15-2.6-9.	PARKING REGULATIONS	8
15-2.6-10.	MECHANICAL SERVICE	9
15-2.6-11.	ACCESS, SERVICE AND DELIVERY	9
15-2.6-12.	GOODS AND USES TO BE WITHIN ENCLOSED BUILDING	10
15-2.6-13.	CRITERIA FOR BED AND BREAKFAST INNS	14
15-2.6-14.	VEGETATION PROTECTION	14
15-2.6-15.	SIGNS.....	15
15-2.6-16.	RELATED PROVISIONS	15

- (1) Single Family Dwelling¹
- (2) Multi-Unit Dwelling¹
- (3) Secondary Living Quarters¹
- (4) Lockout Unit^{1,2}
- (5) Accessory Apartment^{1,3}
- (6) Nightly Rental⁴
- (7) Home Occupation¹
- (8) Child Care, In-Home Babysitting¹
- (9) Child Care, Family^{1,5}
- (10) Child Care, Family Group^{1,5}
- (11) Child Care Center^{1,5}
- (12) Accessory Building and Use¹
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn^{1,6}
- (16) Boarding House, Hostel¹
- (17) Hotel, Minor, fewer than 16 rooms¹

¹ Prohibited in HCB Zoned Storefront Property storefronts adjacent to the Main Street, Heber Avenue, Grant Avenue or and Swede Alley, Rights-of-Way Hotel rooms shall not be located within Storefront Property however: access, circulation and lobby areas are permitted within Storefront Property.

² Nightly Rental of Lock Units requires a Conditional Use permit

³ See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

⁴ Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses

⁵ See LMC Chapter 15-4-9 for Child Care Regulations

⁶ Requires an Administrative or Administrative Conditional Use permit

- (18) Office, General¹
- (19) Office, Moderate Intensive¹
- (20) Office and Clinic, Medical¹
- (21) Financial Institution, without drive-up window
- (22) Commercial Retail and Service, Minor
- (23) Commercial Retail and Service, personal improvement
- (24) Commercial Neighborhood Convenience, without gasoline sales
- (25) Restaurant, Cafe or Deli
- (26) Restaurant, General
- (27) Bar
- (28) Parking Lot, Public or Private with four (4) or fewer spaces¹
- (29) Entertainment Facility, Indoor
- (30) Salt Lake City 2002 Winter Olympic Games Legacy Displays⁷

(B) CONDITIONAL USES¹⁰

- (1) Group Care Facility¹
- (2) Public and Quasi-Public Institution, Church, School
- (3) Essential Municipal Public Utility Use, Facility, Service, and Structure

⁷ Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License. Requires an Administrative Permit.

Front, Rear, or Side Yard dimensions in the HCB District.

(C) **SIDEWALK PROVISION.**

Buildings must be located so as to provide an unobstructed sidewalk at least nine feet (9') wide on both Main Street and Swede Alley. The sidewalk width is measured from the front face of curb to the front of the Building. The alignment of new Building fronts with adjacent Historic fronts is encouraged. A narrower sidewalk may result from the alignment of Building fronts. The Planning and Engineering Departments may grant an exception to the minimum sidewalk width to facilitate such alignment.

(D) **BALCONIES.** No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed. With reasonable notice, the City may require a Balcony be removed from City Property without compensating the Building Owner.

(E) **INSURANCE REQUIRED.** No Balcony projecting over City Property may be erected, re-erected, located or relocated, or enlarged or structurally modified without first receiving approval of the City Council and submitting a certificate of insurance or a continuous bond protecting the Owner and the City against all claims for personal injuries and/or Property damage in the

standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.

(F) **CLEAR VIEW OF**

INTERSECTION. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

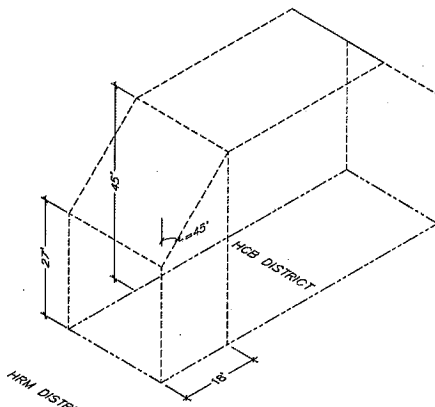
(G) Vertical Zoning. For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five percent (75%) of the width of the Building facade as Storefront Property.

(Amended by Ord. No. 06-69)

15-2.6-4. FLOOR AREA RATIO.

To encourage variety in Building Height, a floor Area to ground Area ratio must be used to calculate maximum buildable Area. The maximum Floor Area Ratio (FAR) is 4.0 measured as: total floor Area divided by Lot Area equals 4.0. Note that this is the potential maximum floor Area, and is not always achievable. Buildings of lesser floor

plane that rises vertically at the abutting Lot Line to a height matching the maximum height of the abutting Zone, measured from Existing Grade, and then proceeds at a forty-five degree (45°) angle toward the opposite Lot Line until it intersects with a point forty-five feet (45') above Existing Grade.



(E) The Zone Height for the HCB District shall correspond to the maximum height of the Building plane as described in Section 15-2.6-5(A) through (D).

(F) **MAXIMUM BUILDING VOLUME AND BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply:

- (1) A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
- (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 Historic District Design Guidelines, 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) Elevator Penthouses may extend up to eight feet (8') above the Zone Height.

(6) Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays, including Olympic way-finding towers, are permitted to a height of sixty-five feet (65').

(Amended by Ord. No. 03-38; 06-69)

15-2.6-6. ARCHITECTURAL REVIEW.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and

(H) Service Areas and service equipment must be Screened. Utility boxes must be painted to blend with the adjacent Structures. Group trash containers must be Screened.

15-2.6-8. CANOPY AND AWNING.

(A) **APPROVAL.** No awning or Canopy may be erected, enlarged, or altered over the Main Street sidewalk without the written advance approval by the City Engineer. An awning or Canopy attached to a Building may extend over the public pedestrian Right-of-Way and project a maximum of thirty-six inches (36") from the face of a Building. An awning or Canopy must provide vertical clearance of no less than eight feet (8') from the sidewalk. With reasonable notice, the City may require that an awning or Canopy be removed from over City Right-of Way without compensating the Building Owner.

(B) **INSURANCE REQUIRED.** No awning or Canopy projecting over City Property may be erected, re-erected, located or relocated, or enlarged or modified structurally, without a certificate of insurance or a continuous bond protecting the Owner and City against all claims for personal injuries and/or Property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.

15-2.6-9. PARKING REGULATIONS.

New construction must provide Off-Street parking. The parking must be on-Site or paid by fee in lieu of on-Site parking set by Resolution equal to the parking obligation multiplied by the per space parking fee/in-lieu fee. The parking obligation is as follows:

(A) **RESIDENTIAL USE.** See Parking Requirements shown in Chapter 3.

(B) **NON-RESIDENTIAL USE.** Non-Residential Uses must provide parking at the rate of six (6) spaces per 1,000 square feet of Building Area, not including bathrooms, and mechanical and storage spaces¹⁰. Churches, Auditoriums, Assembly Halls and Indoor Entertainment Businesses generate a parking obligation shown in Chapter 15-3. Fully enclosed Parking Spaces and associated maneuvering spaces are not included in the Floor Area.

(C) **GENERAL PARKING REGULATIONS.** Property Owners may not install a driveway across the Main Street sidewalk to meet on-Site parking

¹⁰Mechanical and storage spaces must be in accordance with IBC requirements in order to be subtracted from the Building Area; it is the intent of this Code that closets and shelves in occupied spaces are included in the Area measured for the parking requirement. For Condominium Units, the Building Area is the total Area of the Unit.

Field Code Changed

Field Code Changed

Field Code Changed

Uses shall not be from residential districts, such as HR-1 and HR-2.

All Structures must provide a means of storing refuse generated by the Structure's occupants. The refuse storage must be on-Site and accessible only from Main Street, for Structures on the west side of Main Street, or from either Main Street or Swede Alley, for Structures on the east side of Main Street. Non-Main Street Properties within the zone must provide service Access from the rear of the Structure. Refuse storage must be fully enclosed and properly ventilated.

Refuse shall be stored in containers made of durable metallic or plastic materials with a close-fitting lid. Refuse containers shall not be set out for collection earlier than 10:00 PM on the day prior to collection, and must be removed no later than 10:00 AM on the day of collection. Refuse containers set out for collection shall be placed on or directly in front of the Owner's Property, and shall not be placed in the street, sidewalk, or other public Right-of-Way in any manner that will interfere with vehicular or pedestrian traffic.

Except when set out for collection pursuant to this Section, refuse containers shall be placed in a location fully Screened from view from the public Rights-of-Way via Fencing and/or walls. Public trash receptacles set in the Right-of-Way by the City for Use by the public are exempt from this regulation.

All service and delivery for businesses on the west side of Main Street must be made within the HCB Zone, and shall not be made from the upper Park Avenue residential

districts (HR-1 and HR-2)

(Amended by Ord. No. 01-28; 06-69)

15-2.6-12. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING.

(A) **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as an Allowed or Conditional Use, or allowed with an Administrative Permit, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration, which exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale. See Section 15-2.6-12(B)(3) for outdoor display of bicycles, kayaks, and canoes.

Field Code Changed

Field Code Changed

(B) **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor Uses may be allowed by the Planning Department upon the issuance of an Administrative Conditional Use permit or an Administrative Permit as described herein. The Applicant must submit the required application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.

(1) OUTDOOR DINING.

Outdoor dining requires an Administrative Conditional Use permit and is subject to the following criteria:

Field Code Changed

Outdoor storage and display of bicycles, kayaks, motorized scooters, and canoes requires an Administrative Permit and is subject to the following criteria:

(a) The Area of the proposed bicycle, kayak, motorized scooters, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.

(b) Bicycles, kayaks, and canoes may be hung on Buildings if sufficient Site Area is not available, provided the display does not impact or alter the architectural integrity or character of the Structure.

(c) No more than a total of fifteen (15) pieces of equipment may be displayed.

(d) Outdoor display is only allowed during Business hours.

(e) Additional outdoor bicycle storage Areas may be considered for rental bicycles provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.

(4) OUTDOOR EVENTS AND

MUSIC. Outdoor events and music require an Administrative 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.

(5) DISPLAY OF MERCHANDISE. Display of outdoor merchandise requires an Administrative Permit and is subject to the following criteria:

(a) The display is immediately available for purchase at the Business

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

other than decorative balloons smaller than eighteen inches (18") in diameter are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the Building.

(i) No additional signs are allowed. A sales tag, four square inches (4 sq. in.) or smaller may appear on each display item, as well as an informational plaque or associated artwork not to exceed twelve square inches (12 sq. in.). The proposed display shall be in compliance with the City Sign Code, Municipal Code Title 12, the City's Licensing Code, Municipal Code Title 4, and all other requisite City codes.

(Amended by Ord. Nos. 05-49; 06-69; 09-10)

15-2.6-13. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is an Allowed Use subject to an Administrative Conditional Use Permit. No permit may be issued unless the following criteria are met:

(A) The Use is in a Historic Structure or addition thereto, or a Historically Compatible Structure.

(B) The Applicant will make every attempt to rehabilitate the Historic portion of the Structure.

(C) 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.

(D) In Historic Structures, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.

(E) The rooms are available for Nightly Rental only.

(F) An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.

(G) Food service is for the benefit of overnight guests only.

Field Code Changed

(H) No Kitchen is permitted within rental room(s).

(I) Parking on-Site is required at a rate of one (1) space per rentable room. The Planning Director may waive the parking requirement for Historic Structures if the Applicant proves that:

Field Code Changed

(1) no on-Site parking is possible without compromising the Historic Structure or Site, including removal of existing Significant Vegetation, and all alternatives for proximate parking have been explored and exhausted; and

Field Code Changed

PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS
TITLE 15 LAND MANAGEMENT CODE - CHAPTER 15

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 15 - DEFINED TERMS

15-15-1.	DEFINITIONS	1
15-15-2	LIST OF DEFINED TERMS	38

1.4 **ACCESSORY USE.** A land Use that is customarily incidental and subordinate to the to the primary Use located on the same Lot.

1.5 **ACTIVE BUILDING PERMIT.** Any Building Permit that has not expired.

1.6 **ADMINISTRATIVE PERMIT.** A permit issued by the Planning, Building, and Engineering Departments for specified Use upon proof of compliance with certain criteria.

1.7 **AFFORDABLE HOUSING.** Dwelling Units for rent or for sale in a price range affordable to families in the low to moderate income range.

1.8 **AGENT.** The Person with written authorization to represent an Owner.

1.9 **AGRICULTURE.** Use of land for primarily farming and related purposes such as pastures, farms, dairies, horticulture, animal husbandry, and crop production, but not the keeping or raising of domestic pets, nor any agricultural industry or business such as meat, fruit, or other food packing and/or processing plants, fur farms, livestock feeding operations, animal hospitals, or similar Uses.

1.10 **ALLOWED USE.** A Use that is permitted in a Zoning District without a Conditional Use permit, not including Non-Conforming Use.

1.11 **ALTERATION, BUILDING.** Any act or process that changes the Architectural Detail of a Building, including

but not limited to, the erection, construction, reconstruction, or removal of any Building.

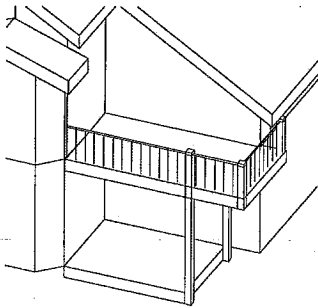
1.12 **ANCILLARY STRUCTURE.** One-Story, attached or detached Structure, 250 square feet in Area or smaller, that is subordinate to and located on the same Lot as the principal Use, does not include Dwelling Area, and is not intended for sleeping or cooking. Includes Structures such as sheds, green houses, play equipment, utility Buildings, and similar Structures that may or may not require a Building Permit.

1.13 **ANEMOMETERS AND ANEMOMETER TOWERS.** A temporary tower and housing or supporting wind measuring equipment for the purpose of establishing the viability of the wind generated energy by measuring and monitoring wind velocity, direction, shear, duration, intensity, and regularity.

1.14 **ANTENNA.** A transmitting or receiving device used in Telecommunications that radiates or captures radio, television, or similar communication signals.

(A) **Antenna, Drive Test.** A temporary Antenna which is used for field testing of Telecommunications signals and for possible locations for a permanent Antenna, but does not provide Telecommunications to customers.

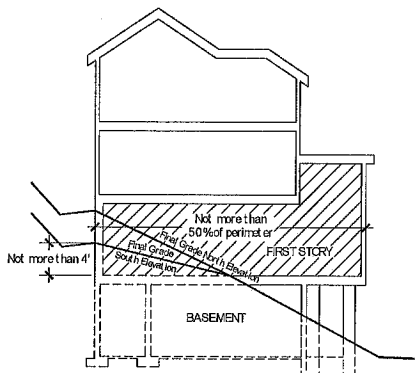
(B) **Antenna, Enclosed.** An Antenna or series of individual Antennas entirely enclosed inside a Structure, including but not limited to a cupola or wall of a Building or chimney.



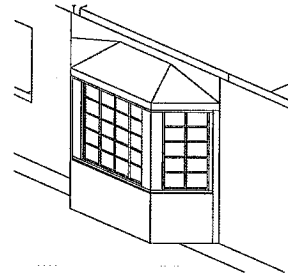
1.23 **BAR.** A Business that primarily sells alcoholic beverages for consumption on the premises; includes Private Clubs.

1.24 **BASE ZONING.** Existing zoning without the addition of the Transfer of Development Rights overlay zone.

1.25 **BASEMENT.** 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 as defined herein. See First Story.



1.26 **BAY WINDOW.** A window or series of windows forming a recess or bay from a room and projecting outward from the wall. A Bay Window does not include a window directly supported by a foundation.



1.27 **BED AND BREAKFAST INN.** A Business, located in an Owner or on-Site manager occupied dwelling, in which up to ten (10) Bedrooms are rented nightly or weekly, and where one (1) or more meals are provided to the guests only, the price of which is usually included in the room rate. Bed and Breakfast Inns are considered a lodging Use where typical lodging services are provided, such as daily maid service.

1.28 **BEDROOM.** A separate room designed for or used as a sleeping room.

1.29 **BILLBOARD.** A separate room designed for or used as a sleeping room.

1.30 **BLANK WALL.** A wall of a Building faced with a single material of uniform texture and color on a single plan with less than thirty percent (30%) of the surface of the wall as openings or windows.

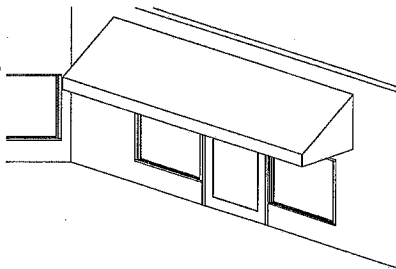
1.31 **BLOCK.** A tract of land bounded by Streets, or by a combination of Streets and public parks, cemeteries, railroad Rights-of-Way, shore lines of water ways, or City boundary lines, as shown on an official plat.

1.32 **BOARDING HOUSE.** A Business, within a dwelling with two (2) or more

the rendering of personal services for others for consideration by Persons engaged in any profession trade, craft, occupation, or other calling.

1.39 **CAFE**. A Business that primarily sells beverages for on-Site consumption. May serve food prepared off-premises but does not have International Building Code (IBC) Commercial Kitchen facilities and generally does not employ hostesses, wait staff, bus staff, chefs, or other employees typically associated with a restaurant.

1.40 **CANOPY**. A roof or awning constructed of fabric or other material and extending outward from a Building to provide a protective shield for doors, windows, or other openings with supports extended to the ground directly under the Canopy or cantilevered from the Building.



1.41 **CAPITAL IMPROVEMENTS PROGRAM**. A proposed schedule and description of all proposed public works, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

1.42 **CERTIFICATE OF APPROPRIATENESS**. A certificate issued by the Building Department in cases of immediate public hazard, the Planning

Department in cases of architectural insignificance, or the Historic Preservation Board in all other cases, indicating approval of plans for Alteration, construction, removal, or Demolition of a Landmark or Building having architectural Significance.

1.43 **CERTIFICATE OF ECONOMIC HARDSHIP**. A certificate issued by the Historic Preservation Board authorizing an Alteration, construction, removal, or Demolition of a Historic Landmark, or Building having architectural Significance, even though a Certificate of Appropriateness has previously been denied.

1.44 **CERTIFICATE OF OCCUPANCY**. A certificate issued by the Chief Building Official authorizing occupancy of a dwelling, Business, or any other Structure requiring a Building Permit.

1.45 **CHILD CARE**. The provision, day or night, of supplemental parental care, instruction and supervision for a non-related child or children, on a regular basis, and for less than 24 hours a day.

The term does not include babysitting services on a casual, non-recurring nature or in the child's own home nor cooperative, reciprocate Child Care by a group of parents in their respective domiciles.

(A) **Child Care, In-Home Babysitting**. The provision of Child Care for four (4) or fewer children within a dwelling and within commercial Buildings outside of residential Zoning Districts.

(B) **Child Care, Family**. The provision

(3) a non-entity membership in a non-profit corporation, non-incorporated association, or other entity;

(4) beneficial interest in a trust;

(5) other arrangement providing for such Use and occupancy rights.

(D) Club, Private Residence

Conversion. The conversion of Condominium Units and associated Common Areas within an existing Condominium project to the exclusive Use as Private Residence Club.

(E) Club, Private Residence Off-Site.

Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes, but is not limited to, any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office.

(F) Club, Private Residence Project.

Any Condominium Property that is subject to a Private Residence Club deed, interest, trust, or other arrangement for providing for Use and Ownership as a Private Residence Club, and contains at least four (4) units.

1.50 CLUSTER DEVELOPMENT. A design that concentrates Buildings in specific Areas on a Site to allow the remaining land to be used for recreation,

Open Space, and preservation of environmentally sensitive Areas.

1.51 CODE. The Land Management Code (LMC).

1.52 COLLECTOR ROAD. A road intended to move traffic from local roads to major throughways. A Collector Road generally serves a neighborhood or a large Subdivision.

1.53 CO-LOCATION. The location of Telecommunications Facility on an existing Structure, tower, or Building, in such a manner that precludes the need for that Telecommunications Facility to be located on a free-standing Structure of its own.

1.54 COMMERCIAL USE. Retail Business, service establishments, professional offices, and other enterprises that include commerce and/or trade and the buying and selling of goods and services.

(A) Commercial Use, Support. A Commercial Use oriented toward the internal circulation of a Development, for the purpose of serving the needs of the residents or users of that Development, and not Persons drawn from Off-Site.

(B) Commercial Use, Resort Support. A Commercial Use that is clearly incidental to, and customarily found in connection with, the principal resort Use, and which is operated and maintained for the benefit or convenience of the Owner, occupants, employees, customers of, or visitors to, the principal Use.

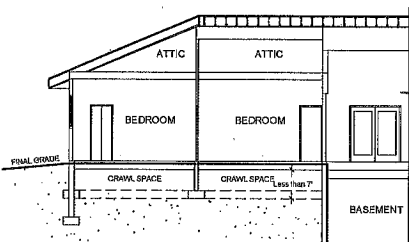
location and design of the Development.

1.66 **CONTRIBUTING BUILDING, STRUCTURE, SITE/AREA OR OBJECT.** A Building, Structure, Site, Area, of Object that reflects the Historical or architectural character of the district as designated by the Historic Preservation Board.

1.67 **COUNCIL.** Members of the City Council of Park City.

1.68 **COVER, SITE.** The Area covered by an Impervious Surface such as a Structure, deck, pool, patio, walk, or driveway.

1.69 **CRAWL SPACE.** An uninhabitable Area with no exterior windows or doors and less than seven vertical feet (7') measured from the base of the footings to the floor framing above.



1.70 **CREST OF HILL.** The highest point on a hill or Slope as measured continuously throughout the Property. Any given Property may have more than one (1) Crest of Hill.

1.71 **CUL-DE-SAC.** A local Street with only one outlet and an Area for the safe and convenient reversal of traffic.

1.72 **DELI OR DELICATESSEN.** A Business which primarily sells prepared foods and drinks for consumption on or off the premises, but does not have International Building Code (IBC) Commercial Kitchen facilities and does not employ hostesses, wait staff, bus staff, or other employees typically associated with a Restaurant.

1.73 **DEMOLISH OR DEMOLITION.** Any act or process that destroys in part or in whole a Building or Structure. Excludes Building(s) and/or Structure(s) undergoing relocation and/or reorientation pursuant to Section 15-11-13 of this Code, disassembly pursuant to Section 15-11-14 of this Code, or Reconstruction pursuant to Section 15-11-15 of this Code.

1.74 **DENSITY.** The intensity or number of non-residential and Residential Uses expressed in terms of Unit Equivalents per acre or Lot or units per acre. Density is a function of both number and type of Dwelling Units and/or non-residential units and the land Area.

1.75 **DESIGN GUIDELINE.** A standard of appropriate activity that will preserve the Historic and architectural character of a Landmark, Building, Area, or Object.

1.76 **DETACHED.** Completely separate and disconnected. Not sharing walls, roofs, foundations, or other structural elements.

1.77 **DEVELOPABLE LAND.** That portion of a Master Planned Development or Cluster Development within the Sensitive Lands Overlay that is designated for

1.88 **DWELLING UNIT**. A Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.

1.89 **ECONOMIC HARDSHIP, SUBSTANTIAL**. Denial of all reasonable economic Use of the Property.

1.90 **ELDER CARE**. A long-term care residential facility for elderly Persons, adults sixty (60) years of age or older, who because of physical, economic, social, or emotional problems cannot function normally on an independent basis. The term does not include a health care facility.

1.91 **ELEVATOR PENTHOUSE**. The minimum Structure required to enclose the top most mechanical workings of an elevator.

1.92 **EQUIPMENT SHELTER**. See Telecommunications Facilities, Equipment Shelter 1.231(B).

1.93 **ESCROW**. A deposit of cash or approved alternate in lieu of cash with a third party held to ensure a performance, maintenance, or other Guarantee.

1.94 **ESSENTIAL HISTORICAL FORM**. The physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past.

1.95 **EXTERIOR ARCHITECTURAL APPEARANCE**. The architectural

character and general composition of the exterior of a Building or Structure, including but not limited to the kind, color, and texture of the Building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant features.

1.96 **FACADE**.

(A) **Facade, Building**. The exterior of a Building located above ground and generally visible from public points of view.

(B) **Facade, Front**. That portion of a Building that generally faces the street and/or Front Lot Line.

1.97 **FACADE EASEMENT**. A recordable instrument, in a form approved by the City Attorney, which restricts the Owner's ability to alter the Building Facade.

1.98 **FACADE SHIFT**. A change or break in the horizontal or vertical plane of the exterior of a Building.

1.99 **FENCE**. A Structure to separate or divide outdoor Areas. The term Fence includes, but is not limited to, net Screening for golf balls, and masonry walls. A Fence need not be sight obscuring or light tight.

1.100 **FILTERED LIGHT FIXTURE**. Any outdoor light fixture that has a refractive light source. Quartz or clear glass do not refract light.

1.101 **FINAL ACTION**. The later of the final vote or written decision on a matter.

surface.

(B) **Foot Candle, Horizontal (hfc).** A unit of illumination produced on a horizontal surface, all points of which are one foot (1') from a uniform point source of one (1) candle.

(C) **Foot Candle, Vertical (vfc).** A unit of illumination produced on a vertical surface, all points of which are one foot (1') from a uniform point source of one (1) candle.

1.108 **FRONTAGE.** That portion of a Lot abutting a public or private Right-of-Way and ordinarily regarded as the front of the Lot.

1.109 **FULLY SHIELDED.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

1.110 **GARAGE.**

(A) **Garage, Commercial.** A Building, or portion thereof, used for the storage or parking of motor vehicles for consideration.

(B) **Garage, Front Facing.** Garages that face or are generally parallel to the Street frontage.

(C) **Garage, Private.** An Accessory Building, or a portion of the Main Building, used for the storage of motor vehicles for the tenants or occupants of the Main Building and not by the general public.

(D) **Garage, Public.** A Building or a

portion thereof, used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles, that is open to the general public.

1.111 **GEOLOGIC HAZARD.** A hazard inherent in the crust of the earth, or artificially created, which is dangerous or potentially dangerous to life, Property or improvements, due to the movement, subsidence, or shifting of the earth. The term includes but is not limited to unstable Slopes, faulting landslides, and rock fall.

1.112 **GOOD CAUSE.** Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

1.113 **GOVERNING BODY.** The City Council of Park City.

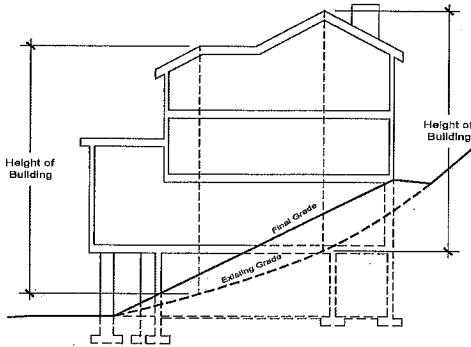
1.114 **GRADE.** The ground surface elevation of a Site or Parcel of land.

(A) **Grade, Existing.** The Grade of a Property prior to any proposed Development or Construction Activity.

(B) **Grade, Natural.** The Grade of the surface of the land prior to any Development Activity or any other man-made disturbance

1.122 **HARD-SURFACED.** Covered with concrete, brick, asphalt, or other Impervious Surface.

1.123 **HEIGHT, BUILDING.** The vertical distance under any roof or roof element to Existing Grade. See LMC Chapter 15-2, Zoning Districts, for various exceptions within the different Zoning Districts.



1.124 **HELIPAD.** A facility without the logistical support provided by a Heliport where helicopters take off and land. Helipads do not include facilities for maintenance, repair, fueling, or storage of helicopters.

1.125 **HELIPORT.** Any landing Area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling, and emergency service facilities.

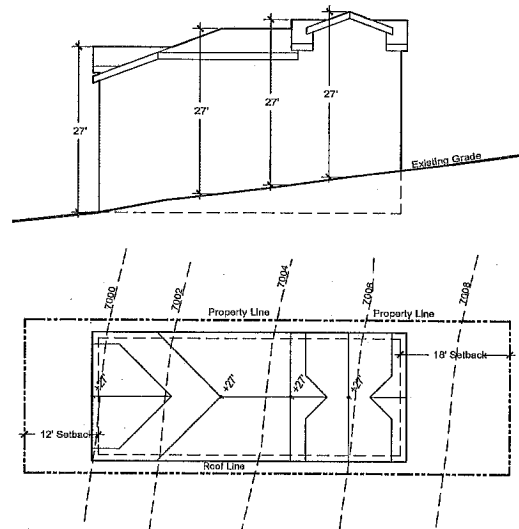
1.126 **HELISTOP.** Any landing Area used for the taking off or landing of private helicopters for the purpose of picking up and discharging passengers or cargo. This facility is not open to use by any helicopter without prior permission having been

obtained.

1.127 **HISTORIC.** That which has interest or value to the heritage, background and/or cultural character of Park City and its environs.

1.128 **HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT.** Any Building, Structure, Site and/or object, as designated by the Historic Preservation Board to demonstrate Historic Significance as set forth in LMC Chapter 15-11.

1.129 **HISTORIC DISTRICT.** A geographically definable Area possessing a significant concentration, linkage, or continuity of Buildings, Structures, Sites or objects united by past events, plan or physical Development. A Historic District may comprise an individual Site or individual elements separated geographically but linked by association, plan, design, or history.



Historic District Building Height

out-patient medical or surgical care and related services without overnight stay.

1.134 **HOTEL/MOTEL**. A Building containing sleeping rooms for the occupancy of guests for compensation on a nightly basis that includes accessory facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities, group dining facilities, and/or other facilities and activities customarily associated with Hotels, such as concierge services, shuttle services, room service, and daily maid service. Hotel/Motel does not include Nightly Rental Condominium projects without restaurants, bars, spas, and on-site check-in lobbies. Lockout Units or Bed and Breakfast Inns and Boarding Houses are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a condominium or timeshare instrument Hotel rooms may include a Lockout as part of the Unit.

(A) **Hotel, Major.** A Hotel with more than fifteen (15) Hotel Rooms.

(B) **Hotel, Minor.** A Hotel, Motel, with fewer than sixteen (16) Hotel Rooms.

1.135 **HOTEL ROOM**. A Unit consisting of one (1) room, without a Kitchen, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom.

1.136 **HOTEL SUITE**. Two (2) or more interconnected Hotel Rooms with a single corridor or exterior Access. May include a Kitchenette. See Bed and Breakfast Inn, Lockout Unit, and Boarding House.

1.137 **IMPACT ANALYSIS**. A determination of the potential effects(s), environmental, fiscal, social, etc., upon the community of a proposed Development.

1.138 **IMPERVIOUS SURFACE**. Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, sidewalks, patios, and paved recreation areas.

1.139 **INACTION**. An Application is Inactive and subject to denial on the basis of Inactivity if, through the act or omission of the Applicant and not the City:

(A) more than six (6) months has passed since a request for additional information was made by the Department staff without response from the Applicant;

(B) upon notice the Applicant is more than sixty (60) days in default of the payment of any fee assessed by ordinance, or has not paid the fee under protest;

(C) the Applicant has stated an intent to abandon the project;

(D) the Application appears to have been filed in bad faith for the purpose of attempting to vest rights prior to a zoning change, without actual intent to construct the project applied for.

1.140 **INCIDENTAL RETAIL SALES**. The sale of common items associated with a Home Occupation and not produced on the premises that might be sold along with a

Source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

1.150 LIMITS OF DISTURBANCE.

The designated Area in which all Construction Activity must be contained.

1.151 LOCKOUT UNIT. An Area of a dwelling with separate exterior Access and toilet facilities, but no Kitchen.

1.152 LOT. A unit of land described in a recorded Subdivision Plat.

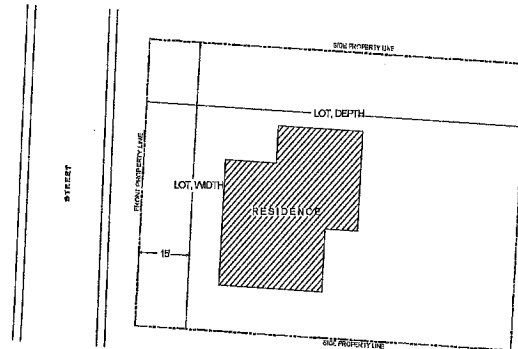
(A) **Lot, Corner.** A Lot situated at the intersection of two (2) Streets, the interior angle of such intersection not exceeding 135 degrees (135°).

1.153 LOT DEPTH. The minimum distance measured from the Front Property Line to the Rear Property Line of the same Lot.

1.154 LOT LINE. Any line defining the boundaries of a Lot.

1.155 LOT LINE ADJUSTMENT. The relocation of the Property Line between two (2) adjoining Lots.

1.156 LOT WIDTH. The minimum distance between the Side Lot Lines at the Front Yard or Front Building Façade. See the following illustration:



1.157 LUMEN. A measurement of light output or the amount of light emitting from a Luminaire.

1.158 LUMINAIRE. A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

(A) **Luminaire, Cutoff-Type.** A Luminaire with shields, reflectors, refractors, or other such elements that direct and cut-off emitted light at an angle less than ninety degrees (90°).

(B) **Luminaire, Fully Shielded.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

(C) **Luminaire, Partially Shielded.** Luminaires that are constructed so that no more than ten percent (10%) of the light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

1.159 MASTER FESTIVAL. Any event

(A) legally existed before its current zoning designation;

(B) has been maintained continuously since the time the zoning regulation governing the land changed; and

(C) because of subsequent zoning changes, does not conform to the zoning regulations that now govern the land.

1.168 **NOTEWORTHY**. Deserving notice or attention because of uniqueness, excellence, or Significance.

1.169 **NURSERY, GREENHOUSE**. A Business where young plants are raised for experimental horticultural purposes, for transplanting, or for sale.

1.170 **NURSING HOME**. A Business described also as a “rest home”, or “convalescent home”, other than a Hospital in which Persons are generally lodged long-term and furnished with care rather than diagnoses or treatment. Also see Group Care Facility.

1.171 **OFF-SITE**. Any premises not located within the Property to be Developed or Subdivided, whether or not in the same ownership of the Applicant for Development or Subdivision approval.

1.172 **OFF-STREET**. Entirely outside of any City Right-of-Way, Street, Access easement, or any private Access drive, or Street required by this Title.

1.173 **OFFICE**.

(A) **Office, General**. A Building offering executive, administrative, professional, or clerical services, or portion of a Building wherein services are performed involving predominately operations with limited client visits and limited traffic generated by employees and/or clients.

(B) **Office, Intensive**. Businesses offering executive, administrative, professional or clerical services which are performed with a high level of client interaction and traffic generated by employees and/or clients; and/or the intensity of employees if five (5) or more employees per 1000 sq. ft. of net leasable office space. These Uses include real estate, telemarketing, and other similar Uses.

(C) **Office, Medical**. A Business wherein services are performed for the diagnosis and treatment of human and animal patients, with a moderate to high level of client interaction and traffic generated by employees and/or clients. A Medical Office includes Veterinarian clinics. A Medical Office does not include an overnight care facility for humans, but would allow overnight care for small animals associated with a Veterinarian clinic, but does not include pet boarding Uses for non-medical related reasons.

(D) **Office, Moderately Intensive**. A Business offering executive, administration, professional, or clerical services which are performed with a moderate level of client interaction and traffic generated by employee and/or clients.

condition prior to such deterioration, decay, or damage.

1.180 OUTDOOR USE OR EVENT.

Any land Use, Business or activity that is not conducted entirely within an enclosed Building or Structure, not including outdoor recreation activities and those Uses customarily associated with indoor Uses, such as parking, drive-up windows, ATM's, gas pumps, playgrounds, and such. Outdoor Uses include outdoor dining; outdoor food and beverage service stations and carts; outdoor storage and display of bicycles, kayaks, and canoes; and outdoor events and music.

1.181 OWNER. Any Person, or group of Persons, having record title to a Property, and the Owner's Agent.

1.182 PARCEL. An unplatted unit of land described by metes and bounds and designated by the County Recorder's Office with a unique tax identification number.

1.183 PARKING.

(A) **Parking, Public.** A Parking Area or parking facility to be used by the public for fee or otherwise.

(B) **Parking, Residential.** A Parking Area or Structure used exclusively for residential, non-commercial Uses.

(C) **Parking, Shared.** The Development and Use of Parking Areas on two (2) or more separate Properties for joint Use by the businesses or residents on those Properties.

1.184 PARKING AREA. An unenclosed Area or Lot other than a Street used or designed for parking.

1.185 PARKING LOT, COMMERCIAL. A Parking Lot in which motor vehicles are parked for compensation or for Commercial Uses.

1.186 PARKING SPACE. An Area maintained for parking or storing an automobile or other vehicle, which is Graded for proper drainage and is Hard-Surfaced or Porous Paved.

1.187 PARKING STRUCTURE. A fully enclosed Structure designed and intended for parking.

1.188 PASSENGER TRAMWAY. A mechanical device to transport passengers and cargo by means of chairs or enclosed compartments attached to a cable or to rails, including each of the devices described in Section 72-11-102 of the Utah Code Annotated, as amended. Includes ski tows and ski lifts.

1.189 PERIOD OF HISTORIC SIGNIFICANCE. A specific period of time that provides a context for Historic Sites based on a shared theme.

1.190 PERSON. An individual, corporation, partnership, or incorporated association of individuals such as a club.

1.191 PET SERVICES

(A) **Household Pets-**Household pets include dogs, cats, rabbits, birds,

An easement that includes, as minimum stipulations, a conveyance of design approval for exterior changes, and a program whereby the Owner commits to restore and maintain a Structure following the Secretary of Interior's Standards for rehabilitation, in a form approved by the City. A time frame for completion of the restoration program may be specified in the easement agreement.

1.198 PRIVATE EVENT. An event, gathering, party or activity that is closed to the general public or that requires and invitation and/or fee to attend.

1.199 PRIVATE EVENT FACILITY. A facility where the primary Use is for staging, conducting, and holding Private Events.

1.200 PRIVATE PLAZA. Private Property in excess of seven hundred and fifty (750) square feet that serves as common area to adjoining Commercial Development and is free of Structures and is hard surfaced and/or landscaped. Private Plazas generally provide an Area for pedestrian circulation, common amenities, and act as a gathering space for private or public purposes.

(Note- will need to change all numbering)

1.198 PROPERTY. Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

(A) **Property, Storefront.** A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or

storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space, Floor Area, tenant space or unit with:

(1) A storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance, back, inside building edge, of the public sidewalk; and

(2) A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.

1.199 PROPERTY LINE. The boundary line of a Parcel or Lot.

(A) **Property Line, Front.** That part of

(C) **Recreation Facilities, Public.**

Recreation facilities operated by a public agency and open to the general public with or without a fee.

1.210 **RECYCLING FACILITY.** A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

(A) **Recycling Facility, Class I.**

Recycling containers totaling up to 60 cubic yards of capacity per residential lot or business used for the collection and temporary storage of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard. These facilities are generally, but not limited to the use by a specific residential neighborhood, civic facility, or commercial business park, and can be for the use of the entire community.

1.211 **REFRACTIVE LIGHT SOURCE.** A light source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

1.212 **REGULATED USE.** A Use that is allowed, subject to certain regulations and restrictions as prescribed in this Code.

1.213 **REHABILITATION.** The act or process of making possible a compatible Use for a Property through repair, alterations, and additions while preserving those portions or features which convey its Historical, cultural, or architectural values.

1.214 **RESIDENTIAL USE.** Uses and project that consist primarily of activities

that are residential in nature that may include other support Uses, such as support commercial, but where the primary Use is for human habitation and associated activities. Residential Use includes occupancy of a dwelling as living quarters and all associated Uses, but not including temporary Structures such as tents, railroad cars, trailers, or similar units.

1.215 **RESORT SUPPORT**

COMMERCIAL. Use that is clearly incidental to, and customarily found in connection with, the principal Building or Use, and that is operated and maintained for the benefit and convenience of the Owners, occupants, employees, customers, or visitors to the principal Use or Building.

1.216 **RESTAURANT.** A Business in which food is prepared and sold for consumption.

(A) **Restaurant, Drive-Through.** A Restaurant, Deli, Café, fast food Restaurant, or other similar Business that includes a window or similar feature which allows food to be ordered and taken from the premises for consumption elsewhere, without leaving a vehicle.

1.217 **RESTORATION.** The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and Reconstruction of missing features from the restoration period.

1.218 **RESUBDIVISION.** A change in a map of an approved or recorded Subdivision

1.225 ROAD RIGHT-OF-WAY

WIDTH. The distance between Property Lines measured at right angles to the center line of the Street.

1.226 SALT LAKE CITY 2002 WINTER OLYMPIC GAMES' OLYMPIC LEGACY DISPLAYS.

Official exhibits from the Salt Lake City 2002 Winter Olympic Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services agreement and/or Olympic Master Festival License and approved by the City Council for installation on City Property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, or replacement exhibits that expressly commemorate the Salt lake City 2002 Olympic Winter Games. Olympic Legacy Displays may include the following additional information:

(A) Park City Municipal Corporation or Venue name and/or logo provided said information does not exceed twenty percent (20%) of the display area; and/or

(B) Master Festival Event identification provided said information does not exceed twenty percent (20%) of the display area, and is not displayed for more than two (2) weeks unless otherwise approved as part of the Master Festival License.

1.227 SATELLITE RECEIVING STATION. Any apparatus or device designed for the purpose of transmitting

and/or receiving radio, television, satellite microwave, or other electromagnetic energy signals between terrestrially and/or orbitally based Uses. This definition includes but is limited to what are commonly referred to as satellite earth stations, satellite microwave Antennas, TVRO's or dish Antennas. This definition does not include conventional television Antennae.

1.228 SBWRD. Snyderville Basin Water Reclamation District.

1.229 SCREEN OR SCREENED. The act, process, or result of visually and/or audibly shielding or obscuring a Structure or Use from adjacent Property by Fencing, walls, berms, densely planted vegetation or other landscaping features.

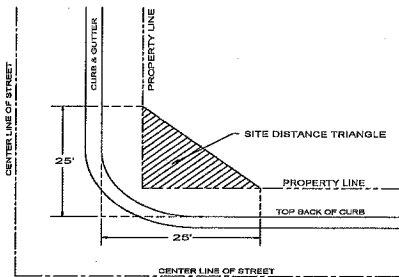
1.230 SECONDARY LIVING QUARTERS. An Area within a main dwelling which is used by the Property Owner or primary tenant as a dwelling for the private Use of the Property Owner's relatives, domestic help, caretakers, nursing staff, house guest, or similar user.

1.231 SENDING SITE. A Parcel of real property denoted as a sending site in the Transfer of Development Rights Overlay Zone, as shown on the Park City zoning map. A Sending Site is the Site from which Development Credits may be Transferred.

1.232 SENSITIVE LAND. Land designated as such by a Sensitive Lands Analysis and as reflected on the Official Zoning Map.

1.233 SENSITIVE LANDS ANALYSIS.

triangular Area at the intersection of two Streets formed by the Streets at Property Line and a line connecting them at points twenty-five feet (25') from the intersection of the Street lines.

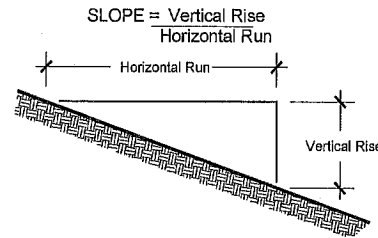


1.245 SITE SUITABILITY ANALYSIS.

A comprehensive analysis of a Property or Site used in making a determination of appropriate Density considering such factors as Sensitive Lands, existing and proposed utilities and transportation systems, and other community objectives as stated in the General Plan.

1.246 SKETCH PLAT. A Sketch preparatory to the Preliminary Plat, or Subdivision Plat in the case of Minor Subdivisions, to enable the Owner to save time and expense in reaching general agreement with the Planning Commission as to the form of the plat.

1.247 SLOPE. The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance of the land into the vertical rise or distance of the same land and converting the resulting figure in a percentage value.



(A) **Slope, Steep.** Slope greater than fifteen percent (15%).

(B) **Slope, Very Steep.** Slope greater than forty percent (40%).

1.248 SPACING. Distance between the closer edges of adjoining driveways or driveways and Right-of-Way lines of intersecting Streets.

1.249 SPECIAL EVENT. Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal Business and/or liquor regulations, as defined by this Code, or creates public impacts through any of the following:

- (A) The use of City personnel;
- (B) Impacts via disturbance to adjacent residents;
- (C) Traffic/parking;
- (D) Disruption of the normal routine of the community or affected neighborhood; or
- (E) Necessitates Special Event temporary beer or liquor licensing in conjunction with the public impacts, neighborhood block parties or other events

an impervious material on or above the ground; definition includes "Building".

1-2571.258 STUDIO APARTMENT. A Dwelling Unit consisting of a single room equipped for cooking, living, and sleeping, having a separate bathroom or Kitchen for the exclusive Use of the dwelling, and a Floor Area of not more than one thousand square feet (1,000 sq. ft.).

1-2581.259 SUBDIVISION. Any land, vacant or improved, which is divided or proposed to be divided or combined into one (1) or more Lots, Parcels, Site, Units, plots, or interests for the purpose of offer, sale, lease, or Development, either on the installment plan or upon any all other plans, terms, and conditions, including Resubdivision. Subdivision includes the division or Development of residential and nonresidential zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat, or other recorded instrument. Subdivision includes the creation of a single lot of record from a Lot, Parcel, Site, Unit, plot, or other division of land.

(A) **Subdivision, Major.** All Subdivisions of four (4) or more Lots, or any size Subdivision requiring any new Street or extension of municipal facilities, or the creation of any Public Improvements.

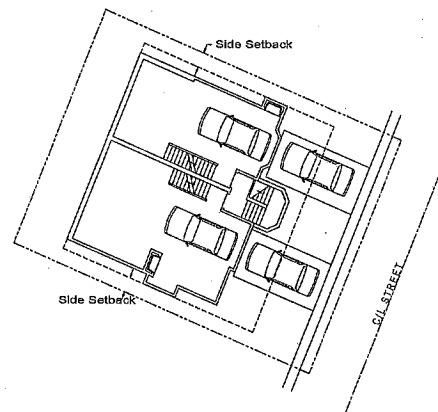
(B) **Subdivision, Minor.** Any Subdivision containing not more than three (3) Lots fronting on an existing Street, not involving any new Street, or the extension of municipal facilities, or the creation of any Public Improvements, and not adversely

affecting the remainder of the Parcel or adjoining Property, and not in conflict with any provision or portion of the General Plan, Official Zoning Map, Streets Master Plan, or these regulations.

1-2591.260 SUBDIVISION PLAT. The final map or drawing, on which the Applicant's plan of Subdivision is presented to the City Council for approval and which, if approved, may be submitted to the Summit County Recorder for filing.

1-2601.261 SUITABILITY DETERMINATION. A determination by the Planning Director whether Development at increased Densities due to a Density Transfer from a Sensitive Area is Compatible with Development on surrounding or adjacent Property.

1-2611.262 TANDEM PARKING. A parking design which allows parking one (1) vehicle behind another. Such parking may not include more than two (2) cars in depth, and may not require occupants of separate Dwelling Units to park behind one another.



**1.2691.270 TIMESHARE OFF-
PREMISES CONTACTING ACTIVITY.**

Activity occurring outside of a Timeshare Project that is engaged in by off-premises timeshare contacting personnel in an effort to induce Persons to attend a Timeshare Sales Presentation. Off-Premises Timeshare Contacting Activity must be confined to a fully enclosed Building.

**1.2701.271 TIMESHARE OFF-
PREMISES SALES ACTIVITY.** Original timeshare sales and resale activity occurring outside of a Timeshare Project. Off-Premises Timeshare Sales shall be confined to a fully enclosed Building and is subject to business license regulation.

**1.2711.272 TIMESHARE OFF-
PREMISES SALES OFFICE.** An office outside of a Timeshare Project, wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales or resales.

**1.2721.273 TIMESHARE ON-SITE
SALES ACTIVITY.** Timeshare sales activity occurring within a Timeshare Project.

**1.2731.274 TIMESHARE ON-SITE
SALES OFFICE.** An office located within a Timeshare Project wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales.

1.2741.275 TIMESHARE PROJECT.

Any Property that is subject to a Timeshare Instrument, including a Timeshare Conversion.

**1.2751.276 TIMESHARE SALES
PRESENTATION.**

(A) An offer to sell or reserve a Timeshare Interval;

(B) An offer to sell an option to purchase a Timeshare Interval;

(C) The sale of a Timeshare Interval, or an option to purchase a Timeshare Interval; or

(D) The reservation of a Timeshare Interval, whether the Timeshare Interval is located within or without the State of Utah.

1.2761.277 TIMESHARE UNIT. That unit of Property and time where possession and Use are allowed under a contract from seller to purchaser, excluding Private Residence Club units.

1.2771.278 TIMESHARE USE. Any contractual right of exclusive occupancy created by a Timeshare Instrument which does not fall within the definition of "Timeshare Estate", including, without limitation, a vacation license, general partnership interest, limited partnership interest, vacation bond, or beneficial interest in a trust, and the documents by which the right of exclusive occupancy is transferred, excluding Private Residence Club Use.

1.2781.279 TRANSFER. Any action which results in the sale, exchange, or joint

based upon the amount of vegetative cover, including coniferous or deciduous trees, gamble oak or high shrub, and mixed forest, and steepness.

1.2891.290 WIND ENERGY SYSTEM,

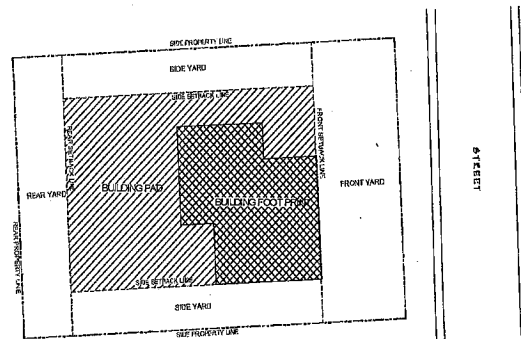
SMALL. All equipment, machinery, and Structures utilized in connection with the conversion of wind to electricity. This includes, but is not limited to, storage, electrical collection and supply equipment, transformers, service and Access roads, and one (1) or more wind turbines, which has a rated nameplate capacity of 100kW or less.

1.2901.291 YARD.

(A) **Yard, Front.** The Area between the front of the closest Building and the Front Lot Line or closer Right-of-Way, extending the full width of the Lot. The “depth” of the Front Yard is the minimum distance between the Front Lot Line and the front line of the closest Structure.

(B) **Yard, Rear.** The Area between the rear line of the closest Building and the Rear Lot Line, or closer Right-of-Way, and extending the full width of the Lot. The “depth” of the Rear Yard is the minimum distance between the Rear Lot Line and the rear line of the closest Structure.

(C) **Yard, Side.** The Area between the side line of the Building and the Side Lot Line and extending from the Front Yard to the Rear Yard. The “width” of the Side Yard shall be the minimum distance between the Side Lot Line and the side line of the closest Structure. See the following illustration:



1.2921.293 ZONING DISTRICT. An Area identified on the Official Zoning Map to which a uniform set of regulations applies as set forth herein, which districts are co-terminus with, and which are designed to implement the Park City General Plan.

1.2931.294 ZONING MAP, OFFICIAL. The map adopted by the City Council depicting the geographic scope of the City’s land Use designations.

1.2941.295 XERISCAPE. A landscaping method developed especially for arid and semiarid climates utilizing water – conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation).

(Amended by Ord. Nos. 02-07; Ord. No. 02-38; 04-39; 05-01; 06-86; 07-25; 07-55; 08-07; 09-05; 09-09; 09-10; 09-14; 09-23; 09-40; 11-05; 11-12; 12-37)

15-15-2. LIST OF DEFINED TERMS.

-A-

Common Area
Common Ownership
Compatible or Compatibility
Conditional Use
Condominium
Conservation Activity
Conservation Easement
Constitutional Taking
Construction Activity
Construction Mitigation Plan
Construction Plan
Contributing Building, Structure, Site/Area
or Object
Council
Cover, Site
Crawl Space
Crest of Hill
Cul-de-sac

-D-

Deli or Delicatessen
Demolish or Demolition
Density
Design Guideline
Detached
Developable Land
Developer
Development
Development Agreement
Development Approval Application
Development Credit
Development Credit Certificate
Development Right
Disabled Care
Dissimilar Location
Dwelling, Duplex
Dwelling, Triplex
Dwelling, Multi-Unit
Dwelling, Single Family
Dwelling Unit

-E-

Economic Hardship, Substantial
Elder Care
Elevator Penthouse
Equipment Shelter (see Telecommunications
Facility, Equipment Shelter
Escrow
Essential Historical Form
Exterior Architectural Appearance

-F-

Facade, Building
Façade, Front
Facade Easement
Facade Shift
Fence
Filtered Light Fixture
Final Action
Final Plat
First Story
Flood Plain Area
Floor Area, Gross Commercial
Floor Area, Gross Residential
Floor Area, Net Leasable
Floor Area Ratio (FAR)
Foot Candle
Foot Candle, Average (afc)
Foot Candle, Horizontal (hfc)
Foot Candle, Vertical (vfc)
Frontage
Fully Shielded

-G-

Garage, Commercial
Garage, Front Facing
Garage, Private
Garage, Public
Geologic Hazard
Good Cause
Governing Body
Grade

Noteworthy
Nursery, Greenhouse
Nursing Home

-O-

Off-Site
Off-Street
Office, General
Office, Intensive
Office, Medical
Office, Moderately Intensive
Official Streets Master Plan
Official Zoning Map
One Bedroom Apartment
Open Space, Landscaped
Open Space, Natural
Open Space, Transferred Development
Right (TDR)
Ordinary High Water Mark
Ordinary Repairs and Maintenance
Outdoor Use
Outdoor Recreation Equipment (see
Recreation Equipment, Outdoor)
Owner

-P-

Parcel
Parking, Public
Parking, Residential
Parking, Shared
Parking Area
Parking Lot, Commercial
Parking Space
Parking Structure
Passenger Tramway
Period of Historic Significance
Person
Physical Mine Hazard
Planned Unit Development (PUD)
Porous Paving
Preliminary Plat

Preservation
Preservation Easement
Private Club (see Club, Private)
Private Residence Club (see Club, Private
Residence)
Private Residence Club Conversion (see
Club, Private Residence Conversion)
Private Residence Club Project (see Club,
Private Residence Project)
Property
Property, Storefront
Property Line
Property Line, Front
Property Owner (see Owner)
Public Art
Public Improvement
Public Use

-Q-

Qualified Professional
Quasi-Public Use

-R-

Receiving Site
Reconstruction
Recreation Equipment, Outdoor
Recreation Facilities, Commercial
Recreation Facilities, Private
Recreation Facilities, Public
Recycling Facility
Recycling Facility, Class I
Refractive Light Source
Regulated Use
Rehabilitation
Residential Use
Resort Support Commercial
Restaurant
Restaurant, Drive-Through
Restoration
Resubdivision
Retail and Service, Commercial-Auto

Ordinance No. 2017-31

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 29 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the City Council of Park City has been monitoring its tenant mix on Main street closely since 2002, and has provided regular updates to City Council; and

WHEREAS, the City Council and the Historic Park City Alliance have identified vacant storefronts as the largest threat to our vibrancy and long term economic stability; and

WHEREAS, storefronts that are vacant disrupt the natural rhythm and vibrancy of the National Registered Historic District; and

WHEREAS, storefronts that are only occupied during special events bring impacts that outweigh their benefit including trash and noise; and

WHEREAS, storefronts that are only occupied during special events, through issuance of additional temporary liquor licenses create the need for additional public safety resources; and

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Municipal Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up, specific LMC issues raised by Staff, Planning Commission, and City Council, and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Title 4 amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City," Objective 12C that states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience," Objective 12D that states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience," and the Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the historic integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents, maintaining and improving the balance of sustainable community goals by going beyond economic initiatives to include social and environmental strategies, and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on June 29, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend Title 4 to be consistent with the values and goals of the Park City General Plan and the Park City Council, to protect health and safety and maintain the quality of life for its residents and visitors, preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character.

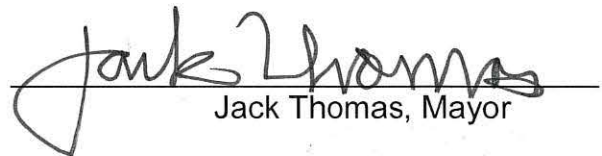
NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION OF 4-2-29 Vibrant Commercial Storefront in HCB and HRC. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

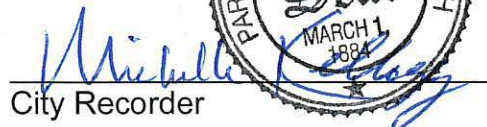
SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 29th day of June, 2017

PARK CITY MUNICIPAL CORPORATION


Jack Thomas, Mayor

Attest:


City Recorder



Approved as to form:


Mark Harrington, City Attorney

4-2-29 **Vibrant Commercial Storefront in HCB and HRC**

- (1) A Vibrant Commercial Storefront is a Storefront Property which cannot meet four (4) or more of the seven (7) following conditions:
 - A. Is a Storefront Property as defined section 15-15-1 in the HRC or HCB Districts of the Land Management Code without a current lease in place or that is not actively advertising, utilizing, or occupying the property in a way that constitutes Engaging in Business for at least 270 days per year, or that is not open and physically occupied during the hours typically consistent with the licensed use of the property for at least the past 30 days; or
 - B. Has an approved business license but is not open during typical business hours consistent with its licensed use to the public, or is consistently open for less than five days a week, or under 270 days per year; or
 - C. There is not an active business license in place, or any pending business license application in the past 30 days; or
 - D. Tenants are not actively advertising, utilizing, or occupying the property in a way that fulfills the definition of Engaging in Business 4-1-1.20; or
 - E. A commercial storefront without signs, displays, or clear indication that they are open or occupied such as having an employee on site, doors open or clearly marked as open to the public, or lights on within the premises; or
 - F. Over a quarterly period cannot provide sales tax receipts, payroll records, quarterly profit/loss statements, or similar financial records that show consistent month-to-month occupation and commercial activity; or
 - G. Cannot provide utility bills or meter readings (water, gas, trash or electric) that are consistent the use of with similarly active licensed businesses.
- (2) If a property is not considered a “Vibrant Commercial Storefront”, and the property is located in in HCB and HRC zones, the property owner or business licensee must provide proof that the property meets one (1) of the following exceptions:
 - A. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 - B. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- (3) Failure to maintain a Vibrant Commercial Storefront in the HCB or HCR zone shall result in the following:
 - A. The Business at the Storefront Property will not receive local consent or be eligible for a Liquor License of any kind including Single Event Temporary Liquor permits; and,

- B. The City reserves the right to utilize the area in front of the Storefront Property to display art or other educational materials in the pedestrian area in front of the property as approved by the City Council until such a space is occupied by a Vibrant Commercial Storefront.
- (4) Any property designation under this Chapter may be appealed any shall be conducted as set forth in Chapter 2 of this Title.

Ordinance No. 2017-65

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the City Council of Park City found the definition of Vibrant Commercial Storefront could be clarified; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on June 29, 2017, November 9, 2017 and December 14, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend Title 4 to be consistent with the values and goals of the Park City General Plan and the Park City Council, to protect health and safety and maintain the quality of life for its residents and visitors, preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character.

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

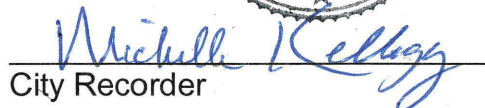
SECTION 1. ADOPTION OF 4-2-15 Vibrant Commercial Storefront in HCB and HRC. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective on February 1, 2018.

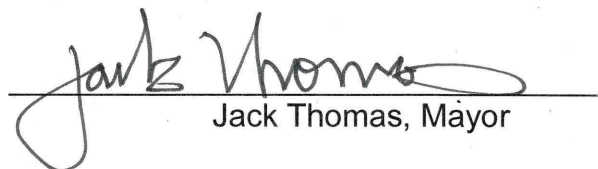
PASSED AND ADOPTED this 14th day of December, 2017



Attest:


City Recorder

PARK CITY MUNICIPAL CORPORATION


Jack Thomas, Mayor

Approved as to form:


Mark Harrington, City Attorney

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a ~~s~~Storefront ~~P~~property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which ~~cannot meet four (4) or more of the seven (7) meets the~~ following conditions:
- ~~1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and~~
 - ~~2. Has an active Business License; and~~
 - ~~3. Posts its hours and days of operation in the storefront.~~
- ~~1. Is a storefront property as defined in Section 15-15-1 in the HRC or HCB Districts of the Land Management Code without a current lease in place or that is not actively advertising, utilizing, or occupying the property in a way that constitutes Engaging in Business for at least two hundred and seventy (270) days per year, or that is not open and physically occupied during the hours typically consistent with the licensed use of the property for at least the past thirty (30) days; or~~
 - ~~2. Has an approved Business license but is not open during typical Business hours consistent with its licensed use to the public, or is consistently open for less than five (5) days a week, or under two hundred and seventy (270) days per year;~~
 - ~~3. There is not an active Business license in place, or any pending Business license application in the past thirty (30) days; or~~
 - ~~4. Tenants are not actively advertising, utilizing, or occupying the property in a way that fulfills the definition of Engaging in Business 4-1-1.15; or~~
 - ~~5. A commercial storefront without signs, displays, or clear indication that they are open or occupied such as having an employee on site, doors open or clearly marked as open to the public, or lights on within the premises; or~~
 - ~~6. Over a Quarterly period cannot provide sales tax receipts, payroll records, quarterly profit/loss statements, or similar financial records that show consistent month-to-month occupation and commercial activity; or~~
 - ~~7. Cannot provide utility bills or meter readings (water, gas, trash, or electric) that are consistent with the use of similarly active licensed businesses.~~
- B. If a property ~~does not meet the standards of 4-2-15(A) is not considered a “vibrant commercial storefront” and the property is located in HCB and HRC zones, the property owner or Business licensee must provide proof that~~ the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
- ~~1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction~~ within one year ~~within one year~~ from the date the initial permit was issued; or
 - ~~2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent~~ from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the ~~C. following:~~
- ~~The Business at the Sstorefront Pproperty will not hereceive local consent or be eligible to apply for a liquor license of any kind including~~ Single Event Alcoholic Beverage Licenses; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City

Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.

~~C.E.~~ The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.

~~D.F.~~ Any property designation under this Section may be appealed and shall be conducted as set forth in 4-3-15 of this Title.

Ordinance No. 2018-16

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, City Council of Park City seeks to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character, and;

WHEREAS, the City Council finds that because of the seasonality of Park City as a resort town, it is in the best interest of local business owners to remove the "Posted Hours" provision from the Municipal Code, and;

WHEREAS, public hearings were duly held before City Council on April 19, 2018 and May 3, 2017, and;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC is hereby amended as redlined as follows:

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:
 1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 2. Has an active Business License; ~~and~~
 3. ~~Posts its hours and days of operation in the storefront.~~
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
 1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,

- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any ~~property~~ designation under this Section may be appealed to the Finance Manager ~~or designee; any license denial appeal and~~ shall be conducted as set forth in 4-3-15 of this Title.

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

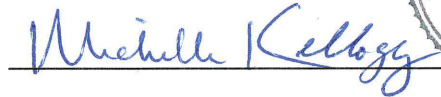
PASSED AND ADOPTED this 3rd DAY OF MAY, 2018.

PARK CITY MUNICIPAL CORPORATION



Mayor Andy Beerman

Attest:



Michelle Kellogg, City Recorder



Approved as to form:



Mark D. Harrington, City Attorney

Ordinance No. 2017-56

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY, UTAH,
AMENDING 4-3-1 LICENSING APPLICATION; AMENDING 4-3-4 CODE
COMPLIANCE INSPECTION; 4-3-8 LICENSING PERIOD; AND AMENDING 4-7-3
CONVENTION SALES AND COMMERCIAL HOSPITALITY APPLICATIONS**

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Municipal Code on a regular basis and identifies necessary amendments to address business license, planning and zoning issues that have come up; to address specific Municipal Code issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City." Objective 12C states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience." and Objective 12D states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience." Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents; maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and

protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or a unique positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, uniqueness and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on October 24, 2017; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah to amend the Municipal Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 1 License Application of the Municipal Code of Park City as hereby amended as redlined in Attachment A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 4 Inspections for Compliance of the Municipal Code of Park City as hereby amended as redlined in Attachment A.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 8 Licensing Period of the Municipal Code of Park City as hereby redlined in Attachment B.

SECTION 4. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 7, Section 3 Commercial Sales And Commercial Hospitality Applications of the Municipal Code of Park City as hereby redlined in Attachment C.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

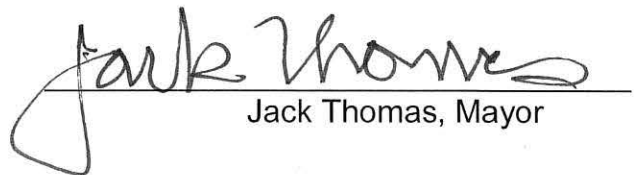
PASSED AND ADOPTED this 24th day of October, 2017

PARK CITY MUNICIPAL CORPORATION



Attest:


City Recorder


Jack Thomas, Mayor

Approved as to form:


Mark Harrington, City Attorney

Attachments

- Attachment A – Municipal Code - Sections 4-3-1 License Application, and 4-3-4 Code Compliance Inspection
- Attachment B – Municipal Code Section 4-3-8 License Period
- Attachment C – Municipal Code Section 4-7-3 Convention Sales And Commercial Hospitality

4-3-1 License Application

A. All Business license applications with a physical location within City limits require a passed Business License Inspection from the Building Department to ensure life safety standards, proper measurements for fee calculation, and Code compliance.

B. Applications without an Inspection

1. If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business License without an Inspection only if the applicant provides a letter of intent agreement between the landlord and tenant, with monetary or other proprietary terms redacted if necessary.
2. The applicant will be notified in writing within ten business days of affirmation or denial of the application.
3. Within 120 days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.
4. The business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.
5. The business license application shall be deemed denied if it is pending more than 24 months from application date.
6. Any denial can be appealed pursuant to Section 4-3-15.
7. Prior to the License being issued, the applicant must provide a Passed Business License Inspection report to Finance. The Finance Department will recalculate the fees based on the final square footage and either issue a refund or collect additional fees and issue the License.

A.C. A Business License Inspection will only be scheduled if:

1. A Certificate of Occupancy has been issued by the Building Department;
2. A Letter of Completion has been issued by the Building Department; or
3. There is already an existing licensed Business occupying the space and a building permit is not required to accommodate the new Business.

B.D. Applications for Business licenses shall be made in writing to the Finance Manager or his/her designee. Each application shall include the:

1. Name of the applicant and DBA, if applicable;
2. Location and contact information of the Business;
3. Payment of the applicable fee and tax to be paid, based on the information recorded on the Business License Inspection or previous Business License at that location if within the HRC or HCB Districts as defined in the Land Management Code; or estimated amount if undergoing significant construction or tenant improvements;
4. Name and address-contact information of the local Business agent who is authorized to receive service of process and any communication regarding applicant's license, if applicable
- 4.5. Federal entity identification number;
- 5.6. State sales tax reporting number, if applicable;
- 6.7. Copy of the Business License Inspection report showing passed;
- 7.8. State contractor's license number, if applicable;
- 8.9. State real estate broker's license number, if applicable; and
- 9.10. Other information, as needed, for the purpose of guidance of the Finance Manager in issuing the license.

- C.E. Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Finance Manager or his/her designee. License application forms shall be prepared and kept on file by the Finance Department.

4-3-4 Code Compliance Inspection

- A. INSPECTIONS FOR CODE COMPLIANCE.** Prior to applying for a license under this Title for a new Business not previously licensed at that location, or an existing Business with a change of Square Footage, use, or location, the applicant shall be required to have the prospective Place of Business inspected prior to application by the Building Department, and if necessary, other government agencies to ensure compliance with building, fire, municipal, and health codes. Except if the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply without an Inspection, but must provide a copy of the Business License inspection report showing passed prior to the License being issued.

4-3-8 License Period

- A.** Renewed license certificates shall be valid October 1 through September 30 of the year of renewal unless revoked pursuant to this Title. New license certificates issued between October 1 and June 30 shall be valid through September 30 of the year of issuance unless revoked. New license certificates issued between July 1 and September 30 may be valid through September 30 of the year following the year of issuance, unless revoked. An applicant applying for a license between July 1 and September 1 shall pay one hundred and twenty-five percent (125%) of the amount otherwise imposed for new licenses issued and the license shall be valid through September 30 of the year following the year of issuance, unless revoked. However, an applicant may elect to pay the prorated fee pursuant to this Title on new applications between July 1 and September 30 if the applicant does not intend to do Business in Park City the following year.
- B. Conventional Chain Business License Renewal - If the total cap of allowed Conventional Chain Businesses in the HRC and HCB Districts is met and if a Conventional Chain Business no longer maintains its Business License, the location is eligible to replace the Storefront with another Conventional Chain Business prior to September 30 of that year. If the period of time when the Conventional Chain Business vacates the premises is less than six months from September 30, the location's representative may put the City on formal notice and have up to 180 days to replace the Conventional Chain Business tenant from the time that notice is received by the City. If the Storefront is not replaced with another Conventional Chain Business within the allocated timeframes above the license shall become available. Formal notice shall be in writing, filed with the City Recorder within ten (10) business days of vacancy.**

4-7-3 Applications

- A. For Type 1 and Type 3 convention sales licenses, the City may take up to ten (10) business days to complete the licensure process to permit adequate time for the Police, Building, Finance, and Planning Departments for review and investigation. The Departments may request reasonable evidence of title to goods proposed to be offered for sale as part of the review.
- B. Retained Council Authority for Type 2 licenses:
1. The Finance Manager or his/her designee shall refer the Type 2 convention sales license application to the Building, Planning, Parking, and Public Safety Departments for approval.
 2. After obtaining department approval, all Type 2 licenses shall require City Council approval at a publically noticed meeting. All Type 2 license applications must be

completed and received at least seven (7) calendar days prior to a regular scheduled meeting and three (3) business days prior to a special meeting.

3. All Type 2 license applications require the applicant to have a pre-inspection prior to application at the Place of Business conducted by the Building Department for compliance with the building and fire codes. A copy of said pre-inspection report must accompany the license application submittal. The pre-inspection prior to application shall remain valid for one hundred and twenty (120) days.
4. All Type 2 license applications shall require an accurate floor plan and a design occupancy load stamped by a design professional to be submitted at the time of application.
5. All Type 2 license applicants require a final inspection by the Building Department post application after the space has been set up for the event. Business shall not be conducted until the final inspection has been passed and the applicant has been issued a Type 2 convention sales license.
6. All Type 2 convention sales license applications for locations within the Main Street Business Improvement District (BID) boundaries shall require a deposit receipt with Republic Services in the amount of one hundred dollars (\$100), to be submitted at time of application, and be required to pay the Main Street BID tax set forth by ordinance.
7. All Type 2 convention sales licenses will be assessed the Enhanced Enforcement Fees of forty-five dollars and fifty-eight cents (\$45.58) to be paid at time of application.
8. The loading operations of each Type 2 convention sales license shall be permitted by the Parking Division with three (3) different permits: Red, Green, and Blue, depending on the type of loading: Red, large-scale operations; Green, food and beverage; and Blue, musical equipment. Any violation of the regulations specified on each permit may result in the revocation of the Type 2 convention sales license or the inability to obtain a Type 2 convention sales license in the future.
9. Large scale load-out operations for Type 2 convention sales licenses will not be permitted until Day 6 (Tuesday) of the Sundance Film Festival.

C. Type 1 and Type 2 Convention Sales and Hospitality Licenses, located in a Storefront that meet the definition of a Conventional Chain Business, must comply with the Land Management Code Section 15-2.5-2 in the Historic Recreation Commercial District or 15-2.6-2 in the Historic Commercial Business District.

Ordinance No. 2017-09

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT, SECTION 15-2.5; HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT, SECTION 15-2.6; AND DEFINED TERMS, SECTION 15-15.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City." Objective 12C states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience." and Objective 12D states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience." Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the historic integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents; maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on February 22, 2017 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on March 16, 2017, April 13, 2017, and April 27, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.5 Historic Recreation Commercial (HRC) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

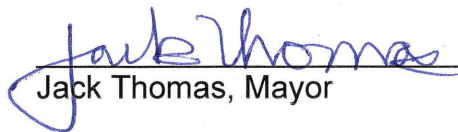
SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.6 Historic Commercial Business (HCB) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-15 Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15-15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 27 day of April, 2017

PARK CITY MUNICIPAL CORPORATION

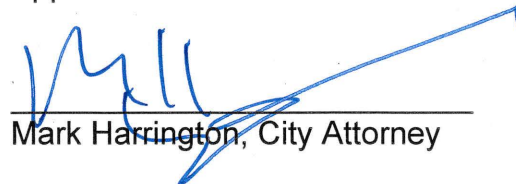

Jack Thomas, Mayor

Attest:


Michelle Kelley
City Recorder



Approved as to form:


Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)

Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

Exhibit C – LMC § 15-15 Defined Terms

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)

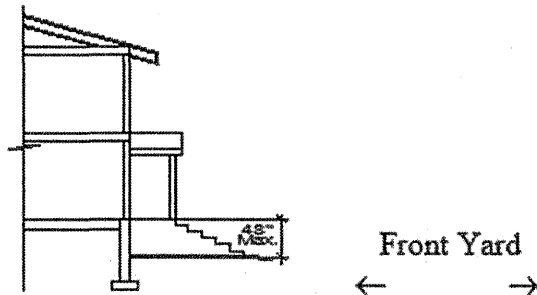
15-2.5-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

- A. **FRONT YARD.** The minimum Front Yard is ten feet (10').
- B. **FRONT YARD EXCEPTIONS.** The Front Yard must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street intersection.

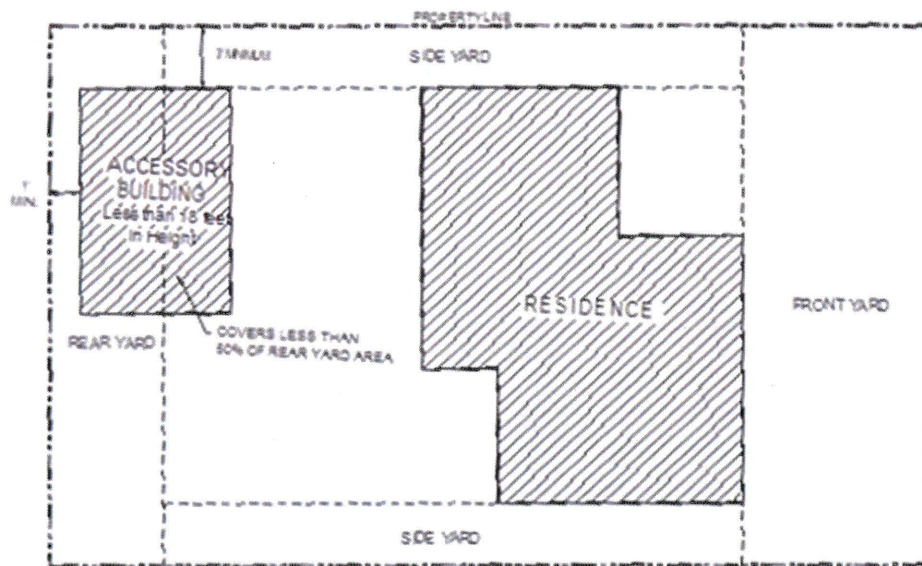


3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.

- C. **REAR YARD.** The minimum Rear Yard is ten feet (10').

D. **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 two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Yard Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
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.

10. Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

E. SIDE YARD.

1. The minimum Side Yard is five feet (5').
2. On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
3. A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side Yards shall be based on the minimum required Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

F. 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. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
7. Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City stairway or pathway.

10. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. A covered arcade between projects provided that the highest point of the arcade is not more than fifteen feet (15') above the elevation of the walk.

G. **FLOOR AREA RATIO.** In all projects within the HRC Zone:

1. **STRUCTURES BUILT AFTER OCTOBER 1, 1985.** Except in the Heber Avenue Sub-Zone Area, non-residential Uses are subject to a Floor Area Ratio to restrict the scope of non-residential Use within the District. For Properties located east of Park Avenue, the Floor Area Ratio for non-residential Uses is 1. For Properties located on the west side of Park Avenue, the Floor Area Ratio for non-residential Uses is 0.7.
2. **STRUCTURES BUILT PRIOR TO OCTOBER 1, 1985.** Structures existing as of October 1, 1985 are not subject to the Floor Area Ratio, and may be used in their entirety for non-residential Uses as provided in this ordinance.

H. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

I. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

J. **VERTICAL ZONING.** For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.

K. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Façade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Façade width.

Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

15-2.6-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit will be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

- A. **LOT SIZE**. The minimum Lot Area is 1250 square feet. The minimum Lot Width is twenty-five feet (25') and Minimum Lot Depth is fifty feet (50').
- B. **FRONT, REAR AND SIDE YARDS**. There are no minimum required Front, Rear, or Side Yard dimensions in the HCB District.
- C. **SIDEWALK PROVISION**. Buildings must be located so as to provide an unobstructed sidewalk at least nine feet (9') wide on both Main Street and Swede Alley. The sidewalk width is measured from the front face of curb to the front of the Building. The alignment of new Building fronts with adjacent Historic fronts is encouraged. A narrower sidewalk may result from the alignment of Building fronts. The Planning and Engineering Departments may grant an exception to the minimum sidewalk width to facilitate such alignment.
- D. **BALCONIES AND TEMPORARY WINTER BALCONY ENCLOSURES**.
 - 1. No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed permanently. With reasonable notice, the City may require a Balcony be removed from City Property without compensating the Building Owner.
 - 2. Temporary Winter Balcony Enclosures may only be permitted on existing balconies which are on structures which are not on the Historic Sites Inventory.

Temporary Winter Balcony Enclosures are only permitted from November 15th through April 30th on balconies facing Main Street.

- E. **INSURANCE REQUIRED.** No Balcony projecting over City Property may be erected, re-erected, located or relocated, or enlarged or structurally modified without first receiving approval of the City Council and submitting a certificate of insurance or a continuous bond protecting the Owner and the City against all claims for personal injuries and/or Property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.
- F. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
- G. **VERTICAL ZONING.** For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot shall have a minimum of seventy-five percent (75%) of the width of the Building façade as Storefront Property.
- H. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Façade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Façade width.

Exhibit C – LMC § 15-15 Defined Terms

15-15 Defined Terms

(...)

1.207 **PROPERTY**. Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

A. Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

1. For Vertical Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; ~~and-or~~
2. For Storefront Enhancement Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and
3. A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a “Storefront Property.” The Planning Director or designee shall have the final determination of applicability.