



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
August 10, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, August 10, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/public-meetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

- 2.A Consideration to Approve the Planning Commission Meeting Minutes from July 13, 2022.
[July 13, 2022 - Minutes Pending Approval](#)

3. PUBLIC COMMUNICATIONS

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

- 4.A Planning Commission Chair Election

5. CONTINUATIONS

- 5.A **1251 Kearns Boulevard - Conditional Use Permit** - The Applicant Proposes to Enclose a Portion of an Existing Dining Patio in the Frontage Protection Zone. PL-22-05240 (2 mins.)

(A) Public Hearing; (B) Continuation to a Date Uncertain

[1251 Kearns Boulevard Continuation Report](#)

5.B

1351 Kearns Boulevard - Conditional Use Permit - The Applicant Proposes Upgrades to a Parking Lot in the Frontage Protection Zone and Access Additional Parking Across Property Lines. PL-22-05240 (2 mins.)

(A) Public Hearing; (B) Continuation to a Date Uncertain

[1351 Kearns Boulevard Continuation Report](#)

6. WORK SESSION

- 6.A **Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels)** - Zoning Map Amendment - The Applicant is Proposing a Zone Change for Two Parcels from Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single Family Homes. PL-21-05042 (45 minutes)
[Bransford Parcels Zone Change Staff Report](#)
[Exhibit A: Applicant Narrative](#)
[Exhibit B: Topography Survey with Deer Valley Easment](#)
[Exhibit C: Record of Survey December 2013](#)
[Exhibit D: JJ Johnson Development Feasibility Study 1981](#)
[Exhibit E: Access and Utility Easment along Twisted Branch into Red Cloud Subdivision](#)
[Exhibit F: 3.2.2007 recorded Flagstaff - Amended Development Agreement with Exhibits](#)
[Exhibit G: Snyderville Basin Land Use Plan and Development Potential Matrix 1998 Ord. 323](#)
[Exhibit H: Public Comment](#)

7. REGULAR AGENDA

- 7.A **51 Daly Avenue – Plat Amendment** – The Applicant Proposes to Create One Lot from One Lot and 22.7 Feet of Another Lot. PL-22-05179
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 15, 2022
[51 Daly Ave Staff Report](#)
[Exhibit A: 51 Daly Avenue Draft Ordinance No. 2022-XX](#)
[Exhibit B: Proposed Plat](#)
[Exhibit C: 51 Daly Avenue Staff Report](#)
[Exhibit D: 51 Daly Variance Final Action Letter Signed](#)
[Exhibit E: Site Plans and Survey](#)
- 7.B **General Plan Update – Long-Range Transportation Plan** – The Planning Commission Will Review *Park City Forward*, a Supplement to the General Plan and the City's Long-Range Transportation Plan. The Plan Prioritizes Multimodal Transportation Projects and Strategies to Address Existing and Future Conditions. The Purpose of the Plan is to Improve Safety, Protect the Natural Environment, Expand Transportation Choices, and Maintain Quality of Life for those that Live, Work, and Recreate in Park City.

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 15

[Park City Forward Staff Report](#)
[Exhibit A: Park City Forward Vision Summary](#)
- 7.C **8200 Royal Street Stag Lodge, Unit 50 – Condominium Plat Amendment** – The Applicant Proposes to Increase the Private Ownership Area by 1,444 Square Feet.

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 1, 2022
[Exhibit A: Ordinance No 2022-Xx Unit 50](#)
[Stag Lodge Unit 50 Staff Report](#)

Exhibit B: HOA Approval Letter Unit 50
Exhibit C: Project Intent Unit 50
Exhibit D: Existing Plat
Exhibit E: Proposed Plat

7.D

4001 Kearns Boulevard – Amend the Quinn’s Junction Partnership Annexation Master Planned Development Agreement (MPD) – The Applicant Proposes to Modify the Uses, Number, Footprints, and Building Heights of the Remaining Density Allocated in the MPD on Lot 1B only, to Allow for Studio Crossing, a Mixed-Use Affordable Housing Project in the Community Transition - Regional Commercial Overlay Zoning District. PL-22-05206.

(A) Public Hearing; (B) Possible Action
[Studio Crossing Staff Report](#)
[Exhibit A: MPD Approved Site Plan](#)
[Exhibit B: Applicant's Project Narrative](#)
[Exhibit C: Applicant's Conceptual Site Plan](#)
[Exhibit D: Applicant's Parking Memorandum](#)
[Exhibit E: Applicant's Trip Generation Analysis](#)
[Exhibit F: Applicant's Housing Mitigation Plan](#)
[Exhibit G: Letter of Support from the City's Housing Team](#)

7.E

4001 Kearns Boulevard – Amend the Community Transition - Regional Commercial Overlay Zoning and Ordinance 12-12 – The Applicant Proposes Amend the CT-RCO Zoning and Ordinance 12-12 to Allow for Studio Crossing, a Mixed-Use Affordable Housing Project in the Community Transition Regional Commercial Overlay Zoning District. PL-22-05212.

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 15, 2022.

[Studio Crossing Staff Report](#)

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.**



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JULY 13, 2022**

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

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Assistant Planning Director; Alexandra Ananth, Senior City Planner; Makena Hawley, City Planner; Browne Sebright, City Planner; Mark Harrington, City Attorney

1. ROLL CALL

Chair Phillips called the meeting to order at approximately 5:30 p.m. Chair Phillips took a roll call, and noted that Commissioner Sarah Hall was absent, but would possibly join the meeting in progress.

The following was read:

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

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

Chair Phillips reported that the Commission attended a site visit for 1115 Aerie Drive to inform them of the conditions of the site to assist with their discussions on the Agenda Item for that property.

2. MINUTES APPROVAL

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

Commissioner Kenworthy referenced the first sentence of the third paragraph on page 18 and

stated that it should read: "Commissioner Kenworthy noted that Utah was one of the fastest growing states, and Wasatch County was one of the fastest growing counties in the nation, and here is a ski mountain with a CCC number that talks to stewardship. He felt a specific daily ski cap on the mountain needed to be a Condition of Approval." He added that in the same paragraph, beginning with "Commissioner Kenworthy also felt..." should read: "Commissioner Kenworthy also felt there needed to be additional capacity monitoring for the City included as a Condition of Approval."

MOTION: Commissioner Kenworthy moved to APPROVE the Planning Commission Meeting Minutes from June 8, 2022, as corrected. Commissioner Suesser seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall was not present for the vote.

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

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from June 15, 2022, as written. Commissioner Van Dine seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall was not present for the vote.

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

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from June 22, 2022, as written. Commissioner Van Dine seconded the motion.

VOTE: Commissioner Kenworthy-Aye, Commissioner Suesser-Abstained, Commissioner Johnson-Aye, Commissioner VanDine-Aye, Chair Phillips-Aye. The motion passed unanimously with one abstention. Commissioner Suesser abstained from the vote because she was not present at that meeting. Commissioner Hall was not present for the vote.

3. PUBLIC COMMUNICATIONS

There were no public communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Gretchen Milliken, reported that interviews for the Planning Commissioners would occur before the City Council on July 14, 2022, beginning at 2:30 p.m. She noted that Commissioners Kenworthy and Suesser were on the list to be interviewed. She added that there would be a joint City Council and Planning Commission meeting on August 30, 2022, at 5:30 p.m. to discuss Fractional Ownership.

Commissioner Kenworthy thanked Doug Ogilvy and his Homeowners' Association, and all the work of the Planning Staff for the historic preservation and agreement that resulted in the return of the Daly West Headframe. He stated that if they could find more unity like that, they could go a long way in Park City. He specifically referenced Steve Issowits and Sandra Morrison for their

efforts. He stressed that this would not have been accomplished without Planning Staff. He mentioned that they had to get a new roof right before winter, and noted that the applicants were generous and understood the meaning of historic preservation and the economic driver that it is.

Mr. Ogilvy thanked Commissioner Kenworthy for his comments and stated that the City came together with the Homeowners Association for something that made the funding possible. He felt that in his over 30 years in the development business, this project was one that his mother would be most proud of because of the historic preservation of something that will now be there for another 100 years.

Chair Phillips announced that after much consideration, he would finish his term this month, and the next meeting would be his last on the Planning Commission. This was not an easy decision, but for personal and family reasons he would not be able to stay on until September. He added that he took into consideration what was coming up for the Planning Commission and felt confident that the Commission could carry on without his presence until his replacement was appointed.

Commissioner Kenworthy thanked Chair Phillips for his service.

Chair Phillips noted that the Agenda would be re-ordered to accommodate unanticipated continuations. Items 5.B. and 5.F. would be heard first.

5. REGULAR AGENDA

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

City Planner, Makena Hawley, explained that the applicant requested a Condominium Plat to memorialize previously granted density, confirm the configuration of the proposed units, and separate the Private, Limited Common, and Common Ownership. The property is located at 9300 Marsac Avenue in the Residential Development ("RD") Zoning District. The lot is also governed by the 2007 Empire Pass B-2 Master Planned Development ("MPD"), the 2007 Amended Flagstaff Development Agreement, 14 specific technical reports, and the 2017 B-2 East Subdivision. She stated that the proposed Condominium Plat included three buildings, 49 residential units, six deed-restricted affordable units, two ADA units, and one restaurant under 3,600 square feet. It also included 107 parking stalls for Sommet Blanc, 56 parking stalls for Empire Day Lodge, and a three-acre conservation easement.

Planner Hawley reported that on March 9, 2022, the Planning Commission approved an amendment to the MPD, as well as the Development Agreement and a Conditional Use Permit ("CUP") for the multi-unit dwelling. This plat would memorialize that approval. She stated that Staff found the proposal complied with the RD Zoning District, the general subdivision requirements outlined in Land Management Code ("LMC") Section 15-7.3-2, general lot design requirements, and all of the Conditions of Approval outlined in multi-unit dwelling CUP, as well as the Conditions of Approval outlined in the modification to the MPD and Development Agreement. Staff also found good cause for this Condominium Plat, which is consistent with the density and

uses identified in the approved Development Agreement and MPD, as well as the multi-unit CUP. Additionally, the Condominium Plat provides for six affordable units.

Planner Hawley reported that Staff received no public input. Staff recommended that the Commission forward a positive recommendation for the City Council's consideration on September 1, 2022, for the Sommet Blanc Condominiums subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval. She announced that Mr. Ogilvy was present on behalf of Sommet Blanc.

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

MOTION: Commissioner Johnson moved to forward a positive recommendation for City Council consideration on September 1, 2022, for 9300 Marsac Avenue, Sommet Blanc Condominiums Plat, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as follows:

Findings of Fact

1. The Sommet Blanc Condominium Plat proposes 3 lodges, with 49 residential units (162,000 square feet), 6 Deed Restricted Units, 2 ADA Units, and 1 Restaurant (3,559 square feet).
2. The Condominium plat is located in the Residential (RD) Zone.
3. The Condominium plat is subject to the requirements of the 2007 Flagstaff Development Agreement (DA) as amended, the 2007 Empire Pass Pod B2 Master Planned Development (MPD) as amended, 14 specific technical reports, the 2017 B2 East Subdivision, and the approved Conditional Use Permit for a Multi-Unit Dwelling by the Planning Commission on March 9, 2022.
4. On March 9, 2022, the Planning Commission approved an Amendment to the 2007 Empire Pass B-2 Master Planned Development as well as the DA and a Conditional Use Permit to review the impacts of a Multi-Unit Dwelling and allow a modification to design and volumetrics, including a height exception.
5. On April 18, 2022, the City received an application for the Sommet Blanc condominium plat.
6. On May 9, 2022, staff deemed the application complete.
7. The proposed condominium plat memorializes density, size, and configuration of proposed units and identifies areas of private and common ownership.
8. Multi-Unit Dwellings are a Conditional Use in the RD Zone.
9. Through the Flagstaff Annexation and 2007 Flagstaff DA, density was allocated to clustered developments through Empire Pass.

10. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004, Village at Empire Pass MPD allocating 81 multi-family Unit Equivalents (UEs) in not more than 70 condominium units.
11. The Applicant recorded a Development Covenant which allocates 3,600 square feet of Resort Support Commercial from the maximum 75,000 square feet allowed in Resolution 20-99 that granted the equivalent of a "large-scale" MPD.
12. On July 5, 2022, the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17.
13. The RD Front Setback of 20 feet for the Main Building and 25' for a front-facing garage complies.
14. The RD Rear Setback of 15 feet complies.
15. The RD Side Setback of 12 feet complies.
16. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point).
17. Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above the permitted Building Height as shown in plans approved on March 9, 2022.
18. Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' (max allowed USGS 8,462') and a height of 81 feet 4 inches.
19. Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' (max allowed USGS 8,474') and a height of 91' 7.25".
20. Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" (max allowed USGS 8,486') and a height of 105' 8.25".
21. Per LMC §15-3, Buildings A, B, and C require 142.6 off-street parking spaces for residential and restaurant uses
22. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces.
23. The 2007 MPD permits up to 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge.

24. The Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley.
25. Sommet Blanc Residences will provide 163 parking spaces.
26. Subject to the COAs of the Amended DA - Materials, color samples, and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on March 9, 2022.
27. 49 Market rate units are proposed for a total of 162,000 square feet or 81 UEs.
28. Two ADA units are proposed for a total of 1,609 square feet. These must remain Common Space.
29. AUEs and ADA units are not calculated in the overall residential square footage.
30. The Residential Accessory Use was not counted in the DA or the MPD, the applicant proposes a total of 141,660 square feet.
31. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units) for a total of 5.9 AUEs or 4,683 sf.
32. Affordable Units constructed on-site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
33. The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
34. The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department.
35. No Open Space is required at this time due to Sommet Blanc Condominiums being developed under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
36. The Pod B2 MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay.
37. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements.

38. The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
39. The proposed Condominium plat allows for reasonable driveway Access.
40. Through extensive Planning Commission review, a site plan creating a significantly smaller disturbance to the Lot allowed for a 3.06-acre Conservation Easement.
41. The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs to be met.
42. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
43. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
44. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because it is consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides two affordable housing units on site.
2. The proposed Subdivision complies with Land Management Code § 15-7.3-2 General Subdivision Requirements, as outlined in the staff report, and conditioned below.
3. The proposed Subdivision complies with Land Management Code § 15-7.3-3 General Lot Design Requirements, as outlined in the staff report, and conditioned below.
4. The proposed Subdivision complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.
5. The Condominium Plat complies with Land Management Code Chapters 15-2.13 Residential Development Zoning District, as outlined in the staff report, and conditioned below.
6. Neither the public nor any person will be materially injured by the proposed Condominium Plat.

7. Approval of the Sommet Blanc Condominiums Plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Planning Director, City Attorney, and City Engineer will review and approve the final form and content of the Condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval will be void, unless the Applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards as a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer, and City Attorney as a condition precedent to plat recordation.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The affordable housing obligations outlined in the 2022 CUP Conditions of Approval shall be satisfied prior to City issuance of a Certificate of Occupancy.
7. The Applicant shall submit draft deed restrictions in compliance with the approved affordable Units for review and approval by the Planning, Housing, and Legal Departments prior to submitting the mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
8. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
9. Materials, color samples, and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on March 9, 2022, and approved by the Empire Pass Design Review Board.

10. The Limits of disturbance shall not cross into the Conservation Easement except for allowances stated within the Conservation Easement, including such maintenance for the Mid-Mountain Trail and an access route for the Snyderville Basic Water Reclamation District.
11. The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.
14. All Conditions of Approval outlined in the approval for the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement shall be completed by their specified dates noted in the Final Action Letter from March 9, 2022.
15. Two ADA units are proposed for a total of 1,609 square feet. These units are to remain as Common Area.
16. The existing 10-foot temporary power easement on the plat must be vacated or re-located outside the building footprint prior to recordation.
17. CC&Rs shall be reviewed and updated to meet compliance with Affordable Unit Conditions of Approval prior to recordation.

Commissioner Kenworthy seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall was not present for the vote.

B. 14 Iron Canyon - Plat Amendment - The Applicant Proposes to Adjust the Platted Building Envelope to Build a New Home. PL-22-05232.

Chair Phillips noted that the above item would be continued to July 27, 2022. Planner Hawley reported that the continuance would allow for completion of a Sensitive Lands Overlay analysis. She suggested opening the public hearing before continuing the item.

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

MOTION: Commissioner Van Dine moved to CONTINUE 14 Iron Canyon Subdivision, Lot 33 Building Pad Amendment, to July 27, 2022. Commissioner Johnson seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall was not present for the vote.

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

Senior Planner, Alexandra Ananth, reported that Items 5.C. and 5.D. were two separate applications that would be presented together due to the similarities between the applications. There would be two separate hearings and two separate votes. She stated that the applications were for two Condominium Plat Amendments for the Stag Lodge Condominiums, located at 8200 Royal Street. Units 7 and 50 were proposing Plat Amendments to increase the private area of the respective condominiums.

Planner Ananth reported that Stag Lodge-Phase 1 was recorded in 1985, and had been amended three times. Phase 4 was recorded in 1992 and had been amended three times. She noted that all of the amendments were similar in that they increased private area or combined units.

With respect to Unit 7, Planner Ananth stated that the applicant proposed to increase the private ownership by 786 square feet by enclosing a deck on the upper level, as well as incorporating the loft area into the plat. She explained that the loft area was built when the unit was originally constructed, but never noted on the plat. She stated that the proposal for Unit 50 was to add some crawl space in the lower level, which would increase their private area by 370 square feet. Both of the proposals complied with the RD Zoning District, the Deer Valley MPD, and the Stag Lodge Condominium Conditions of Approval, and have been approved by the Homeowners' Association.

Planner Ananth reported that both units have two-car garages, which meets the parking requirements. No new parking would be required as a result of these amendments. She reported that the Planning Department found good cause, as the Plat Amendments would not change the footprints of the building, and therefore have no impacts on the setbacks or open space of the site. In addition, there would be no negative impacts on the public, and would not create any non-conformities. These amendments would also be consistent with previously approved Condominium Plat Amendments in this building.

Planner Ananth indicated that no public input was received on either application. The Planning Department, therefore, recommended that the Commission hold public hearings and consider forwarding positive recommendations for the City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinances.

Commissioner Kenworthy asked if the addition of a crawl space would become the owner's private crawl space. Planner Ananth stated this space exists under many units, and other units had done the same by incorporating that space into their private ownership area. The crawl space area would therefore move from common to private ownership. She explained further that the crawl space was already constructed as part of the footprint and foundation of the building, and does not go into anyone else's crawlspace.

Chair Phillips addressed the request for Unit 7 and the proposal to enclose the deck. Planner Ananth explained that Unit 7 has an existing deck on the upper level that would be enclosed. It would result in a change to the façade, but not a change to the footprint.

Chair Phillips asked if the deck was currently considered common space. Planner Ananth stated that it would become part of the private ownership and could not recall how it was originally designated. She stated that the deck was not shared and has exclusive access from that unit. The plat would enclose the deck and incorporate it into the unit. Chair Phillips did not understand why a plat would be needed for this if it were already private.

Senior City Attorney, Mark Harrington, explained that the plat showed the deck as Limited Common Area. External fixtures for private use are typically included in a third category that is a hybrid between Private area and Common area and is called Limited Common Area. He added that it was not uncommon for people to seek to enclose these decks.

Chair Phillips opened the public hearing. There was no public input. The public hearing was closed.

Commissioner Suesser asked if there were previous conversions of a crawl space and a deck to Private. Planner Ananth confirmed that other units have converted crawl space and a deck through the approval process and a Plat Amendment.

MOTION: Commissioner Kenworthy moved to forward a positive recommendation for City Council consideration on September 1, 2022, for 8200 Royal Street Stag Lodge Unit 50 Condominium Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance, attached as Exhibit A to the Staff Report as follows:

Findings of Fact:

1. The property is located at 8200 Royal Street #50.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 50 include the addition of 370 square feet to the lower level to increase the size of the unit to 3,550 square feet of Private Area
4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.
6. All changes proposed are internal and will not alter the exterior appearance of Unit 50.
7. Two parking spaces are required. Unit 50 has an existing attached two-car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.

10. On July 30, 1992, the original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992.
11. Additionally, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Lands Overlay but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-Xx.

Commissioner Van Dine seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall was not present for the vote.

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

Chair Phillips opened the public hearing. There was no public input. The public hearing was closed.

MOTION: Commissioner Kenworthy moved to forward a positive recommendation for City Council's consideration on September 1, 2022, for 8200 Royal Street Stag Lodge Unit 7 Condominium Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance, attached as Exhibit A to the Staff Report as follows:

Findings of Fact:

1. The property is located at 8200 Royal Street #7.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 7 include Enclosing the deck on the Upper Level currently shown as Limited Common which adds 45 square feet; Adding floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase 1 which adds 132 square feet; and Adding a Loft Level which will add 610 square feet. The applicant notes that the Loft Level was part of the original construction of Unit 7 but was never incorporated into the original plat of Stag Lodge Phase 1 Unit 7.
4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.
6. All changes proposed are internal and will not alter the exterior appearance of Unit 7 with the exception of the enclosure of the Upper-Level deck.
7. Two parking spaces are required. Unit 7 has an existing attached two-car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
10. Stag Lodge Phase 1 was originally recorded on March 4, 1985, as Entry No. 321328, and includes 24 units in the Silver Lake area of Deer Valley.

11. Several Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Lands Overlay but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-Xx.

Commissioner Van Dine seconded the motion.

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

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

City Planner, Browne Sebright, was present with Planner Ananth, the property owner/applicant, Gary Sutton, and applicant's representatives Don Sargent, Jason Bola, and Wayne Budge. Planner Sebright explained that this project is located just outside of Old Town. The applicant requested to modify an existing sports court constructed outside of existing Building Pads and reduce it to bring it outside of the setbacks. He stated that the sports court was built without proper permits and crosses property lines. The applicant proposed to adjust the court accordingly.

Concurrently, the applicant submitted an Administrative CUP ("ACUP") for retaining walls greater than six feet in height, which would be heard in approximately two weeks. He added that the applicant was also working on securing an easement or transfer of property from the neighboring property to the east to accommodate the construction activity that crossed property lines. Those are dependent, in part, on the outcome of the CUP.

Planner Sebright indicated that the original landscaping and grading permit was issued in January 2021. In September 2021, Code Enforcement issued two "stop work" orders. He added that Staff issued letters to the applicant in October 2021 and again in February 2022 outlining the Code compliance issues and the options that would allow them to move forward. He reported that in December 2021, the applicant's representative submitted two applications. One was for the Administrative CUP for retaining walls, and the other for the Private Recreation Facility CUP presently before the Commission. He advised that Staff and the applicant had quite a bit of discussion since the applications were submitted.

Planner Sebright stated that in March 2022, the applicant also applied for a Plat Amendment. The applicant thereafter deferred the Plat Amendment until after the CUP applications were considered. He referenced the images in the Staff Report that depicted pre- and post-development conditions at the site. He also pointed out the area on the site highlighted in green that was disturbed prior to 2020; the more recent disturbance was highlighted in yellow.

Planner Sebright identified the areas that were the subject of the CUP. He explained that the existing concrete pad was approximately the size of a tennis court, as outlined in red on the graphic. He mentioned the putting area directly behind the home. He presented a graphic that depicted the re-sized sports court proposed by the applicant. He commented that the current pad was approximately 50' x 100' whereas the re-sized pad would be approximately 30' x 70' in size. He presented additional photographs showing different perspectives from the concrete pad.

Planner Sebright reported that Staff found that the proposed Private Recreation Facility did not comply with the requirements of the MPD; specifically, the placement of structures outside of a designated Building Pad was inconsistent with the original plat restrictions. He explained that this Subdivision contains ten lots, each of which has a 90' x 90' Building Pad that designated the general location of the home. He offered that no other structures or outbuildings were approved outside of the designated Building Pads on any other lots. There were examples of landscaping, retaining walls, and boulder walls that have been allowed, but no structures.

Based on the history of the project as reviewed by Staff, the Building Pad restriction was original. He added that he could provide additional context surrounding the foresight in the original MPD for additional Limits of Disturbance ("LOD") for landscaping that was never included in the plat, but highlighted that those would be specific to landscaping improvements.

Commissioner Hall joined the meeting.

Planner Sebright next addressed the Estate Zoning District requirements and reported that Staff found that the proposal complied with the requirements of the Zoning District. He presented the CUP criteria and reported that due to several unknowns surrounding pre-development conditions and the intended use of the court and lighting, the proposed CUP did not meet the criteria outlined in the LMC. He referenced the Staff Report identifying which criteria were not met and listed the following: Fencing, Landscaping, and Screening; consistency with development on adjoining lots; physical design and characteristics; noise; lighting; and disturbance to Steep Slopes.

Planner Sebright directed the Commission to a map provided by the applicant that showed the slopes on the site. The slopes highlighted in red were considered by Staff to be Very Steep Slopes. He added that the applicant subsequently updated his Very Steep Slopes map that identified those areas that met the definition of Very Steep Slope as provided in the LMC. He stated that the LMC has very specific restrictions on what cannot be built within 50 feet of Very Steep Slopes.

Planner Sebright stressed that this was a post-development map, as they do not have pre-development information. With respect to the fourth analysis, Planner Sebright reported that the Development Review Committee and Engineering Department acknowledged that the pad was a large, impervious surface on the site, and it was not clear if drainage was adequately mitigated. He stated that Staff received five public comments from neighbors and others, which include questions and concerns regarding lighting and landscaping and the impacts of construction activity. He added that the applicant did not provide a lighting plan associated with this application. Planner Sebright noted that one comment supported the project.

Planner Sebright indicated that Staff requested feedback from the Commission on Staff's recommendation for denial, and recommended the Commission conduct a public hearing and consider denying the application. Alternately, the Commission could require additional information to further evaluate this application.

Wade Budge, the applicant's representative, explained that the property owner acquired the site in October 2020 and invited Mr. Sutton to provide some background information. Mr. Sutton reported that he purchased the home in October 2020 intending to make this a nice place for his family and grandchildren. Approximately one month after they purchased the home, they hired a landscape company to do this project. Based on his discussions with the landscapers, he was under the impression that they had obtained the proper permitting, so he was blindsided.

He first learned that permits had not been pulled for this project when the Stop Work Orders were issued in September 2021. Mr. Sutton stated that no work has been done since that time, with the exception of retaining an engineering firm and Mr. Budge. He reported that over the past ten months, they have done a lot of work with the City to try and mitigate what was built and bring it into compliance.

Mr. Sutton apologized to the neighbors that the concrete pad was sitting there for 10 months. He stated that they would have loved to install the trees and screening to make it look better. He stressed that he wanted to work with the City and had been diligent in those efforts. He has spent significant money on engineering firms and legal fees to try and get this project to a point that would be good for everyone. He wanted the neighbors to appreciate what they have done.

Mr. Budge stated that when they first became involved in October 2021, they learned that the landscaper obtained a permit in February, but it did not cover nearly any of what ended up being constructed. He stated that upon reviewing the plat and carefully analyzing the MPD, they discovered that this was a unique subdivision in a couple of respects. He noted that it is not unique in that this lot borders an open space area.

Mr. Budge explained that the way the subdivision is unique in that it does not have a delineated LOD for the lots. He expressed that they reviewed the minutes from the Planning Commission and City Council meetings and it was clear that at the Planning Commission level Limits of Disturbance was discussed, and was contemplated to be included in what ultimately was presented to the City Council. He stated that by the time City Council approved the plat, it only contained the Building Pad. The property owner must comply with the requirements of the plat and highlighted that the Planning Commission spends a lot of time making sure that the plat notations are correct, all of the plat notes are included and everyone is put on notice of how the property could be used. For this application, Staff spent a lot of time on Limits of Disturbance; however, the applicant's focus was to address each item included in the enforcement letter, and one of the ways to do that was to first address the sports court.

Mr. Budge explained that they initially looked at the tennis court and they determined there was no way, within the confines of the property, setbacks, and other site restrictions, that this site could accommodate a tennis court. He stressed that regardless of what occurred with this application the concrete pad that encroaches into the setback must be removed. He added that they came to the Planning Commission because this sports court is an allowed conditional use provided that the applicant can show appropriate mitigation. He explained that the proposed sports court would be located fully outside of the setbacks. Mr. Budge added that they worked out the issues with the neighbor, who has now issued a letter of support.

Mr. Budge added that one of the nice things about having a sports court on this site is that there would be landscaping that would improve the experience of those driving along Aerie Drive. In addition, the owner would still be able to utilize that space for this particular use, which is allowed as a Conditional Use in this Zoning District. He stressed that they appreciated the comments from the neighbors and viewed them as helpful because they are trying to get this right. By virtue of his discussions with the neighbor on whose property the concrete pad encroached, the owner has shown that he can make it right.

Mr. Budge explained that the sports court would not be used as a pickleball court, and the applicant would accept a condition that it would not be used as such. The owner intended the court to be used for basketball and pop tennis, which is a smaller version of tennis with soft felt balls. With respect to lighting, Mr. Budge stated that there was no intent to install lighting, and offered that there was plenty of light during the summer months. The court would not be used during the snow season. He reiterated that the owner would accept Conditions of Approval stating that neither pickleball nor lighting would be allowed. He felt those would be good Conditions to mitigate reasonably anticipated detrimental impacts and would address the comments made by the neighbors.

With respect to the Limits of Disturbance, Mr. Budge explained that the Building Pad could not be the LOD as they are not the same terms as defined in the applicable Code that applied then and now. He stated that Limits of Disturbance addresses where activities could occur outside of the Building Pad, and there is no such restriction on this plat. He explained that the lot does have

limits on where various improvements could be located and mentioned setbacks and Very Steep Slopes.

Mr. Budge indicated that the plan was to obtain this approval, then obtain approval for the retaining walls. Thereafter, they would work with the Building Department to address some of the other non-conformities, including railings and landscape lighting. Mr. Budge reminded those present that when the Planning Commission addressed this plat in 1994, it specified that Limits of Disturbance were to be a Condition of Approval at the time of final plat approval. Limitations on landscaping were also to be included as part of the final plat.

He explained that when the plat was before the Planning Commission, Commissioner Alison Child asked if the Limits on Landscaping coincided with the Limits of Disturbance, and Staff responded that it was greater than the Limits of Disturbance. Mr. Budge highlighted that while there were discussions about these items being included on the plat, by the time it went before the City Council the focus was instead on the Building Pad.

Mr. Budge emphasized that this history matters because if the Planning Commission wanted to impose that restriction, it must be included on the plat. As the buyer of the property, Mr. Sutton was not obligated to research all of the MPD details, nor would they apply to the site unless included on the plat. In this situation, while there was discussion about concepts that would have potentially been included on the plat, which did not occur. Mr. Budge emphasized that these applications proposed a conforming use within an area that is not prohibited under the Code or by the plat.

Chair Phillips wanted to understand the timing as reflected in the historical minutes presented by Mr. Budge. Mr. Budge explained that in June 1993, the Planning Commission approved the MPD. In August 1993, the Planning Commission forwarded a recommendation to the City Council. He presented the minutes to the Commission for their review.

Commissioner Van Dine noted that there was no record of the sketch or discussion on the landscaping irrigation limitation. Mr. Budge agreed that this was puzzling, and added that during their discussions with Staff on this application, they raised the idea of a Plat Amendment to include what was not included in the final plat. Time was the only reason the applicant did not pursue a Plat Amendment because they want to get this fixed.

Chair Phillips referenced a sentence in the historical minutes that read: "The Limits of Disturbance required by the policy were 15 feet outside of the Building Pad, so there would not be a great deal of disturbance or difficulty re-vegetating." He asked whether this was a description of what was expected to be the Limit of Disturbance.

Mr. Budge stated that the concept in the 1994 Code was that the area of work outside of the Building Pad was ten feet. He read the following from the 1994 Code:

"The Area of Construction Disturbance attributable to the structure as opposed to utilities may not extend beyond ten feet from the Building Pad line."

He felt that the concept was to not go more than ten feet to build the structure of the home, but when it came to Areas of Disturbance, they would rely on the setbacks and the open space. He noted that there was a significant dedication of open space in the final plat.

Commissioner Van Dine referenced the language presented that stated with regards to Limits of Landscaping and Irrigation, the applicant proposed 15,000 square feet.

Chair Phillips asked about the square footage of the lot, excluding the setbacks. Mr. Budge stated they could get that information for the Commission. He added that although the applicant felt that they had a conforming use according to the use table for this zone, he requested input from the Commission on whether there should be a Plat Amendment. He stressed that they felt an obligation to move with haste on this, and expressed that this project got started in the wrong way and the applicant wanted to put it on a path to get it done the right way.

Mr. Budge explained that they analyzed the other ten lots in the neighborhood where the LOD is not called out, and showed the Commission Areas of Disturbance outside of the Building Pads. He pointed out that this Plat had been used in such a way as to not have everything confined within the Building Pad.

He next presented graphics showing that in 2006, there were improvements down the hill, and noted that the owner changed out the sod for a material that does not consume water. He felt it important for the Commission to understand the historical impacts. He presented a graphic depicting the same improvements in 2013, with a little extension of the walls. The current conditions were shown, which were the same conditions seen by the Commission during the site visit. He explained that the wall in the background would be pulled forward towards the sports court to allow for a larger area for buffering and landscaping.

Mr. Budge added that they would agree to a Condition of Approval that the applicant would obtain written approval of the project by the neighboring landowner.

Mr. Budge presented some of the relevant definitions from 1994 and noted that a Building Pad line was different than a Limit of Disturbance. The 2022 definitions were similar, but used different wording and included the same concept along with the introduction of the term Building Envelope; the Limit of Disturbance talks about the area for construction activity.

He presented the permit that was approved in February 2021 and provided to the owner by the landscape contractor. Mr. Budge read some of the notes from the permit, which stated that per the LMC, walls within the front setback could only be four feet in height above final grade and a CUP would be required for six feet or above. Walls within the side and rear setbacks could be six feet in height.

The second note stated that existing trees would remain, and the third note read, "re-plant with natural cogitation on disturbed areas."

Mr. Budge indicated that there was a call out of the Limit of Disturbance for the fence, but it was talking in terms of SWIP, which demonstrated that the term Limit of Disturbance gets used in different ways and different times.

Commissioner Johnson asked about the relevance of the permit. Mr. Budge stated that it was relevant to show not only what the landscape contractor produced in response to the owner's request for permits, but it showed that some of the work that was done, including some of the retaining wall work, was permitted. He acknowledged that some of the walls were taller than six feet, which is why the applicant has a separate application pending. If that application does not

get approved, the owner would have to modify those walls to conform to the requirements for a wall that does not include an Administrative CUP approval.

Commissioner Johnson asked why the retaining wall application would not be heard first. Mr. Budge stated they wanted it first, but were deferential.

Planner Sebright explained that from Staff's perspective, these issues were all connected because if the Private Recreation Facility were not approved, then they would address the configuration of the retaining walls.

Mr. Budge referenced a slide that depicted the Very Steep Slope area prepared by an engineering firm. He pointed to the 40% slope area on the graphic. Commissioner Kenworthy clarified that this had nothing to do with the original slope. Mr. Budge explained that the 1998 Building Permit indicated some retaining walls and improvements outside of the Building Pad, and stated that to figure out the slopes, they looked at the original Building Permit and the topography, some of which were impacted. Mr. Budge commented that if more information was needed on that issue, they could try to conduct topography from 2000.

He summarized that the applicant was seeking approval of the sports court, and they would address the other related issues through the Administrative CUP and reconciliation with the Building Department. He requested the Commission's input on the items raised and stressed that there was urgency so that they could assure the neighbors that they would not have to continue to look at the current conditions at the property.

Chair Phillips invited Staff to respond to any of the issues raised by Mr. Budge. Planner Sebright stated that the applicant noted that there was at least one other structure located outside of a Building Pad. Staff felt that would fall under the definition of Ancillary Structures, so the City did not review it to the same level. He believed that the City had not approved structures beyond boulder walls and retaining walls outside of the Building Pads in this Subdivision.

Commissioner Suesser asked if Staff felt that the lack of the Limit of Disturbance notation in the plat was an oversight. Planner Sebright did not know why the LOD was not included in the plat and added that this was not the sole basis for Staff's recommendation to deny this application. He stated that this was why they recommended to the applicant that it would be appropriate to put those notes on the plat.

There was discussion about Condition of Approval 8, and Staff was asked if there were other Conditions that spoke to the LOD issue. Planner Sebright did not see any other Conditions on the plat approval and clarified that Condition of Approval 8 was for the MPD, not the plat.

Commissioner Johnson referenced Condition of Approval 10 regarding the requirement for storm drainage detention design and security wall prior to plat recordation or issuance of a Building Permit, and asked if that was satisfied. Planner Sebright stated that it was not done on this lot. Chair Phillips noted that was for the overall subdivision drainage.

Commissioner Suesser inquired as to whether LODs were indicated on other properties in this Subdivision. Planner Sebright confirmed that LODs were never indicated on any of the lots in the Subdivision.

Chair Phillips wondered if there were neighboring Subdivisions directly adjacent that could give them an idea of what would have normally been done in that area. Planner Sebright averred that he did not know, but expressed that it was a common requirement for Subdivisions at that time. He noted the unique history of the Subdivision at issue because it was denied, appealed, and remanded.

In response to an inquiry, Planner Sebright advised that the Landscape Permit was attached as Exhibit D to the Staff Report.

Planner Sebright confirmed that the tennis court was poured in the summer of 2021.

Chair Phillips opened the public hearing.

Robin Felton (via Zoom) stated that she owns 1156 Aerie Drive, which is located across the street from the applicant's home. She offered that they are the first house in the other subdivision because the exhibit shown included all the homes prior to hers. She stated that she will be directly impacted by any lights, and acknowledged the statement that there would not be any lights. She added that they would also be directly affected by any noise caused by the sports court. Ms. Felton stressed that she was never notified of this project and added that her home is covered in dust, as is all of her HVAC equipment. Ms. Felton mentioned that the construction equipment cracked the end of her driveway and was aware that the contractor used also another driveway to turn around his construction equipment.

She wondered what her rights are since aesthetically, they look down onto the applicant's property and it will be difficult to screen the sports court from her view. In addition, she questioned how far back it would be and wondered if it would help with snowplowing in the winter since the snow would accumulate. She noted that her driveway ends right across from where the sports court would be located.

Ms. Felton reported that she left note cards in the applicant's mailbox to introduce herself and ask about the project. She was also told that this was a home that would be lived in but has heard that it would be a rental. She, therefore, expressed concerns about how the applicant would know that the restrictions on the sports court would be adhered to by anyone occupying the home. She found it hard to believe that no one was aware that this project was happening, especially since they were installing a commercial-grade playground and giant sports court.

Don Wood stated that he lives at 1503 Aerie Drive. He and his wife watched this project from the beginning and were concerned about when the big cement pad was constructed. He stated that some of his concerns regarding lighting and screening were discussed during this meeting. He opined that the proposal for a smaller sports court was a plus. His remaining concerns were noise and the number of people who might be on-site at any given time and the related issue of parking. He would like the Commission to address those concerns as they decide how to proceed.

Gretchen Hudgens stated that while she does not own a home on Aerie Drive, she has a friend that lives there. She shared a similar experience with the prior contractor and empathized with Mr. Sutton. She also had issues with that contractor regarding permitting and lack of permitting. She was impressed that Mr. Sutton was working to mitigate the issues to the benefit of not only his property but for the neighbors. She felt that some of the primary concerns were addressed and continue to be addressed. Ms. Hudgens was aware that there was construction in multiple different areas in this Subdivision, as there are in multiple areas around town. She wanted to

stress that the applicant wanted to get this done quickly, get the landscaping in place, and return it to a beautiful place as quickly as possible for their enjoyment and the neighbors.

John Strabo reported that he owns 986 Aerie Drive, which is Lot 5 on the plat. He was under the impression that the entire project was permitted and approved by the City. Although he did not hear the entire presentation by Staff, he expressed that his concerns were similar to those previously stated. He mentioned noise, potential water runoff, and the amount of landscaping that would require water. He wanted to understand the process and wondered whether there would be another meeting where he could evaluate what occurred during this meeting.

Chair Phillips stated that they would have to see where things went after this meeting. They would make sure that their discussions would inform him. Chair Phillips advised Mr. Strabo that there was a pending Administrative CUP for the height of the retaining walls, but that would be impacted by the Commission's decision on this application. He also suggested Mr. Strabo reach out to Staff with any questions. Mr. Strabo asked if the retaining walls in place were not built to Code. Chair Phillips stated that was correct, but it was to be determined as part of the process that was moving forward as well. He confirmed that the Commission's discussion at this meeting was solely on the sports court, not the overall landscaping.

Mr. Strabo had concerns about the noise from the sports court and noted that his home is directly below the applicant's property and his deck looks up at the retaining wall. He expressed no doubt that the noise would impact his property.

Commissioner Kenworthy asked Staff if they were comfortable bifurcating this and limiting it to the retaining walls on the ACUP. Planner Sebright answered in the affirmative that the site had been disturbed, so retention was needed to some extent. He confirmed that the ACUP was specific to the retaining walls. He added that drainage would be part of the application presently before the Commission.

Chair Phillips asked if drainage would also pertain to the retaining walls. Planner Ananth explained that the placement and size of the sports court would affect the height of the walls, so they first wanted a determination of what would be allowed in terms of a sports court; thereafter Staff would address the retaining walls. She added that if the walls exceed four feet in height, they would require proper drainage and would be evaluated by Engineering. She described that as a Phase 2 application.

Chair Phillips confirmed his understanding that the engineering and drainage related to the walls would be dealt with as part of the administrative process. Planner Ananth confirmed that to be accurate and added that any drainage required for the sports court would be evaluated as part of the application.

Planner Sebright added that the Engineering Department was actively reviewing that issue, and the applicant submitted a post-construction analysis of the wall. The Engineering Department was satisfied with the documentation provided by the applicant.

Commissioner Kenworthy expressed concern about the Steep Slopes and what would happen when the unpermitted retaining walls go down to four feet and get moved around. He wondered if they would have Steep Slopes in backfilling these walls. He observed that if they move the 8-foot wall and reduce it to 4 feet, it would result in a severe slope. Commissioner Kenworthy

offered that the retaining walls would create more Steep Slopes when they become limited to four feet. Director Milliken stated that Staff would have to evaluate that issue.

Chair Phillips directed the discussion to the wall directly adjacent to the sports court and explained that the proposal was that this wall would be moved out of the setback and into the site and lowered in height. By doing that, it would slope downhill, which was consistent with Commissioner Kenworthy's concerns.

Planner Ananth commented that there was no proposal for the new wall in the front, but it would possibly be a series of walls to meet the Code. Chair Phillips offered that the proposal would likely include a four-foot wall right up against the sports court, and then it would go back the minimum distance and up 2 to 4 feet. He posited that in that area, it would not be one wall, but would step up.

Mr. Budge added that their intent would not be to apply for an ACUP for that portion because they would not have a six-foot wall in that area. Planner Ananth noted that this wall was very important and would be evaluated seriously because the structure of the road depends on that wall.

Commissioner Kenworthy commented that he could not access the link for Exhibit D.

Chair Phillips addressed the Steep Slopes analysis and referenced the map presented by Staff. He understood that the map was based on existing conditions. It was clarified that the locations in red were 40% and up and in yellow was 30 to 40%.

Chair Phillips stated that if things are done properly, they would have had a true done to natural grade. Depending on how this process progresses, he would like to see USGS grade lines. He offered that one way to look at this would be how this project would have been handled if it were handled properly from the beginning. He wondered if the Steep Slopes map could be created with more detail and indicated that it would also be helpful for the ACUP.

Mr. Budge indicated that the interface between the locations in white and the red and yellow areas at the bottom of the site depicted the wall that was approved in February. They would have to do further analysis regarding the Very Steep Slopes in this area. He added that there was not much shown in red in the area of the sports court, but they would confirm that information.

Chair Phillips commented that if additional detail could not be provided, then Google Earth Natural Terrain or Sketch Up Terrain Analysis could be used for the Slope analysis. Planner Sebright added that the State of Utah has a publicly accessible Lidar database.

Commissioner Suesser agreed with Staff's analysis and stated she would support denying the CUP until the applicant worked more with Staff on this application and followed the suggestions made by Staff. She added that the Commission needed more information. Commissioner Van Dine agreed.

Chair Phillips expressed that the Commission appeared to be in support of Staff's recommendation. Mr. Budge stated that the applicant would be happy to provide the additional information and rather than going through the process of handling a denial, they would like to provide that information to the Commission. He suggested a continuance would be preferable, as they also wanted to ensure that the proposal was responsive to everyone's concerns.

Commissioner Hall supported a continuance. Commissioner Suesser wondered why Staff recommended a denial as opposed to a continuance. Planner Sebright stated that more information could be helpful if they understood the original existing grade. Beyond that, the question was whether they could adequately mitigate the loss of vegetation and the issues of drainage. He added that even with additional information, Staff would likely still recommend denial.

Chair Phillips asked if Staff could see any of that area that would be buildable. He commented that because the LOD was not defined, any action by the Commission would define it for the rest of the neighborhood as well.

Planner Sebright confirmed that he did not see Staff getting to the point of suggesting a positive recommendation. Commissioner Kenworthy agreed and saw this project as violating so many Codes on many different levels. He did not see how they could put this project back together one piece at a time.

Mr. Budge remarked that under the applicable 1993 Code, LOD referenced areas where structures would be placed, and that restriction was never placed on the property. He stated that they could make this lot better by designating a LOD around the Building Pad that would sweep around to cover the sports court while hemming in the rest so that what is seen outside would be only landscaping. Currently, landscaping is within the LOD, but they could create a LOD line.

Chair Phillips asked Staff if they would support the process to create the LOD. Planner Sebright stated that was Staff's recommendation several months back. Planner Ananth added that the intent of the MPD was to leave the rest of the site in a very natural state, and that is what the adjacent homeowners have done. She asked whether the Commission felt that they could approve a LOD that was large enough to include a sports court.

Chair Phillips suggested that they forget about the sports court and queried how the owner would move forward in the process if he has to remove the sports court and re-grade the area. While setting the LOD could help the applicant move forward, he noted that it would also guide the rest of the neighborhood. He could see some advantages in proceeding this way.

Planner Sebright reminded those present that Staff recommended the applicant go through the Plat Amendment process to establish the LOD for landscaping in accordance with the MPD's Conditions of Approval. He did not envision Staff getting to the point of including additional structures in the landscaping LOD.

Mr. Budge commented that there could be a LOD for landscaping, and noted that what was intended for LOD was areas for structures. He felt there was a misunderstanding as to whether Building Pad was the same as LOD, and they could never get comfortable with that concept. He stressed that the applicant recognized that it would be better to have certainty, and suggested that the Building Pad could remain as is, and they could add a LOD for structures and a LOD for landscaping.

Commissioner Suesser requested clarification from Mr. Budge as to what category the sports court would fall. Mr. Budge suggested that the three lines could be Building Pad, LOD, and Limit of Landscaping. The sports court would fall within the LOD. Chair Phillips noted for the record that Staff was nodding their heads in response to that comment. Mr. Sutton commented that the walls behind the home were inspected and approved by the City.

Commissioner Kenworthy read from the permit as follows: "All disturbed areas must be re-vegetated, seeded areas must be 80% or more germinated prior to site completion, mulched areas must have 50% or more plants installed; no Significant Vegetation is proposed or approved to be removed; no other scope is covered with this permit other than the retaining walls shown." Commissioner Kenworthy did not see how they could get there and indicated that he would support a motion for denial. Mr. Budge commented that a denial would help in the applicant's claim against the landscaper, but would not help them with what they were trying to get done. Commissioner Kenworthy stated that there were so many violations he could not see anything other than a denial.

Chair Phillips agreed and expressed sympathy for the applicant and what he has gone through, but the Commission could not fix that for him. In response to Mr. Sutton's prior request to address his neighbors, Chair Phillips suggested that he reach out to his neighbors and felt that they could all get along.

Mr. Sutton clarified that his attitude has never been that this had to be his way, and expressed that his demeanor has been humble. He acknowledged that he could probably sue the contractor and put him out of business, but he did not really like that idea and would rather pursue finding a way forward that would help both himself and the neighbors. He stated that he was very flexible on many of these issues, and stated that he truly had no idea that they did not have the proper applications.

Chair Phillips and Commissioner Kenworthy did not doubt Mr. Sutton's statements. Mr. Sutton reiterated that he just wanted to find a path forward and if they did not find that path, it would remain a mistake for the neighbors. He was saddened that the concrete pad had to sit for so long and he wanted to make it right and workable for all parties.

Chair Phillips returned to the permit and offered that the applicant could restore the property to what is on the permit. Mr. Sutton expressed that he was likely willing to take the property back to that point and just forget the sports court. Chair Phillips acknowledged the applicant's willingness to work through this process and noted that he had great representation and did everything he could do to try and get back into a good position.

Commissioner Kenworthy stated that in terms of setting a precedent, it would be difficult to do anything but deny this application.

MOTION: Commissioner Kenworthy moved to DENY the Private Recreation Facility Conditional Use Permit on 1115 Aerie Drive subject to the Findings of Fact and Conclusions of Law as follows:

Findings of Fact

1. The property is located at 1115 Aerie Drive.
2. On December 20, 2021, the applicant representing the property owner of 1115 Aerie Drive submitted two land use applications to the Park City Planning Department: Planning Department
 - a. An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade.

- b. A Conditional Use Permit for Private Recreation Facilities.
3. The Applicant proposed to modify an existing sports court (a Private Recreation Facility) located outside of the existing Building Pad. The existing sports court was not built with appropriate permits and crosses property lines.
 4. The property is in the Estate (E) Zoning District. The property includes Lot 8 of the Overlook at Oldtown subdivision.
 5. The property fronts Aerie Drive in the front and rear of the Lot.
 6. The primary access to the property is from Aerie Drive, a public street.
 7. The neighborhood is characterized by large single-family homes on lots with steep slopes.
 8. The property is subject to the Nielsen Korthoff Properties MPD, as recorded in the Notice of City Council Action letter dated August 19, 1993.
 9. LMC § 15-2.10-2(B) establishes a Private Recreation Facility as a Conditional Use in the Estate Zoning District.
 - a. Because the CUP Application was submitted on December 20, 2021, the project is not subject to LMC § 15-4-22, Outdoor Pickleball Courts In Residential Areas, which was adopted on April 28, 2022.
 - b. Private Recreation Facility was designated a Conditional Use in the Estate Zoning District prior to the April 28, 2022, LMC Amendments specific to Pickleball Courts.
 10. Prior to the April 28, 2022, LMC Amendments, Private Recreation Facilities were defined by LMC § 15-15-1 as, "Recreation facilities operated on private property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests".
 11. The Planning Commission determined the Applicant's request for a Private Recreation Facility at 1115 Aerie Drive was not compatible with the surrounding Structures in Use, scale, and circulation, and that reasonable conditions cannot be proposed to mitigate the anticipated detrimental effects because:
 - a. The subject property contains Steep Slopes and Very Steep Slopes, which have been disturbed and terraced to accommodate the Recreation Facility.
 - b. The submitted slope map and the vegetative cover map are reflective of post-development conditions and do not interpolate the prior conditions before the work is done in 2021. Because of this, staff is unable to verify to

what extent Significant Vegetative may have been removed, or in what areas development was placed within 50' of Very Steep Slopes. Based on the post-conditions slope map, it appears that most of the new development is currently within 50' of Very Steep Slopes. Based on satellite imagery from September 2020, prior to the recent development, it appears that some amount of significant vegetation was removed, but exact counts cannot be determined.

- c. The proposed resized sports court adds approximately 2,085 square feet of impervious surfaces to the site. This is not adequately mitigated in the applicant's proposal, as they have only shown new proposed vegetation uphill of the court and proposed to retain a hardscape flagstone patio and artificial turf lawn downhill of the court.
 - d. The amount of disturbed and landscaped areas outside of the Building Pad is not consistent with other properties in the Overlook at Old Town subdivision.
12. The as-built conditions, including the placement of Structures like the sports court outside of the Building Pad, do not appear to comply with the original plat restrictions. In the Notice of City Council Action letter dated August 19, 1993, the City Council approved the Nielsen Korthoff Properties MPD with twelve conditions of approval. Condition of approval 3 states:
- a. The plat shall contain notes regarding stormwater requirements and considerations, wintertime travel restrictions (one-way road), and limits of disturbance as specified at the time of final plat approval.
13. The Land Management Code at the time of subdivision contained the following definitions:
- a. Building Pad Line. The building pad line denotes the area in which the entire new structure must lie. The area of construction disturbance attributable to the structure (as opposed to utility installation) may not extend beyond ten (10) feet from the building pad line.
 - b. Limits of Disturbance. The limits of the disturbance line indicates the area in which construction activity must be contained. Construction disturbance must not extend beyond the limits of disturbance line as indicated on the Planning Department plat of the Master Plan unless the Community Development Director has amended the limit as per sections 10.9(k)3 or 15.4.2(d)3.
 - c. Structure. Anything constructed, the use of which requires a fixed location on or in the ground, or attached to something having a fixed location upon the ground and which imposes an impervious material on or above the ground; definition includes "building". All structures must maintain the minimum setbacks for the district in which they are located, both above and below the ground.

14. The current proposal is to allow for 1115 Aerie Drive (Lot 8) to retain development located outside of the existing 90-foot by 90-foot Building Pads, which accommodates extensive landscaping, regrading, and a concrete sports court that was constructed outside of the scope of the Grading/Landscaping Permit #21-122.
 - a. The current LMC definition of Limits of Disturbance is, “the designated Area in which all Construction Activity must be contained”.
 - b. The development that occurred on the site in 2021 was inconsistent with the prior approvals, including the approved MPD and final plat, the latter of which did not include separate Limits of Disturbance for landscaping.
15. The Planning Commission determined that the application does not meet Land Management Code, Section 15-1-10, Conditional Use Review Process, due to a lack of information submitted regarding screening and landscaping, compatibility with surrounding structures, potential noise, lighting, environmentally sensitive lands, steep slopes, and appropriateness of the proposed Structure to the existing topography of the Site. The following Conditional Use Permit review criteria have not been sufficiently addressed:
 - a. LMC §15-1-10(E)(7), Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
 - b. LMC §15-1-10(E)(8), Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
 - c. LMC §15-1-10(E)(11), physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
 - d. LMC §15-1-10(E)(12), noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site; and
 - e. LMC §15-1-10(E)(15), within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park Planning Department City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.
16. The proposal is not consistent with the General Plan, as it allows for disturbance of Sensitive Lands without adequate mitigation.
 - a. The property is located in the Masonic Hill neighborhood of the General Plan. The property is noted as having slopes that exceed 30 degrees. The General Plan identifies Masonic Hill as a “natural conservation neighborhood”, with it also denoted as a "Critical Area for Protection and Conservation". The General Plan stresses that "the aesthetic of the Masonic Hill Neighborhood should be preserved".

- b. These elements are described in Goal 4 of the General Plan, Open Space, and Objective 4D emphasizes minimizing further land disturbance and conservation or remaining undisturbed land areas to development to minimize the effects on neighborhoods.
17. Staff posted a notice to the property and mailed notice to property owners within 300 feet on June 28, 2022. On July 13, 2022, the Planning Commission conducted a public hearing and denied the application.

Conclusions of Law

1. The Conditional Use Permit is not consistent with the Land Management Code, Section 15-1-10, Conditional Use Review Process, and reasonable conditions cannot be proposed to mitigate the anticipated detrimental effects of the proposed Use.
2. The Conditional Use Permit is not compatible with surrounding Structures in Use, scale, mass, and circulation, as required by LMC Section 15-1-10(D), Standards for Review.

Commissioner Suesser seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Hall confirmed that she deferred to the other Commissioners and voted in favor of the motion.

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

Director Milliken confirmed that the above item would be continued to July 27, 2022.

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

MOTION: Commissioner Van Dine moved to CONTINUE Founders Place Administrative Development Agreement Ratification, to July 27, 2022. Commissioner Johnson seconded the motion.

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

6. ADJOURN

MOTION: Commissioner Van Dine moved to adjourn.

The meeting adjourned at approximately 7:50 p.m.

STAG LODGE CONDOMINIUM AMENDMENTS

Units 7 and 50

Planning Commission July 13, 2022

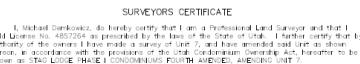
Proposal

Units 7 and 50 are proposing Condominium Plat Amendments to increase the private ownership of their respective Condominiums.

Stag Lodge Phase 1 was recorded in 1985 and the plat has been amended three times.

Stag Lodge Phase 4 was recorded in 1992 and has also been amended three times.

Both with similar amendments to increase private area or to combine units.



PARCEL 1

[illegible]

ARCFI 2

Together with a 25 foot wide Private Roadway and non-exclusive public utility easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348, and the Record of Survey Map for Stag Lodge Phase II recorded March 1, 1990, as Entry No. 321286.

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Nicole Marie R. Thomas and Peter M. Thomas, as Trustees under the Third Amendment and Restatement of the Nicole Marie R. Thomas Revocable Trust Agreement, dated August 29, 2011, hereby certify that they have caused this plat amendment to be made and hereby consent to the recording of the plat amendment.

By: David M. R. Thomas, Trustee

ACKNOWLEDGMENT

State of _____)

On this _____ day of _____, 2022, Nicole Marie R. Thomas 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 she is a Trustee of the Nicole Marie R. Thomas Revocable Trust Agreement dated August 29, 2011, and that said document was signed by and in behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed STAG LOOSE PHASE 1 (FOURTH AVERAGE, AVERCING UNIT 7,

A Notary Public commissioned in

Printed Name _____
Residing in _____
My commission expires _____
Commission No. _____

ACKNOWLEDGMENT

State of _____)

County of _____)

On this _____ day of _____, 2022, Peter M. Thomas personally appeared before me, whose identity is personally known to me or proven to the best of satisfactory evidence, and who by the duly sworn/affirmed, did say that he is a Trustee of the Noble Made R. Thomas Revocable Trust Agreement, dated August 23, 2011, and that said document was signed by him or behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed ST40 LOOSE PHASE I FOURTH AVENUE, AMENDING UNIT 7.

A Netware 3.11b environment is

Printed Name _____
Residing in: _____
My commission expires: _____

MAIN LEVEL	1,142 SQ. FT.
UPPER LEVEL	1,420 SQ. FT.
LOFT LEVEL	810 SQ. FT.
TOTAL	3,172 SQ. FT.

OWNERSHIP DESIGNATIONS

	"PRIVATE" OWNERSHIP AREA A
	COMMON OWNERSHIP
	UNITED COMMON OWNERSHIP
	"PRIVATE" OWNERSHIP AREA B

STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

4/28/22 JOB NO.: 2-3-22 FILE: X:\SilverLakeVillage\dwg\sv\plat2022\020322.dwg

SHEET 1 OF 1

35

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Port City, Utah 84301

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2022
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2022
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAN TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2022
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2022
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____, 2022

BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2022
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2022
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT

AT THE REQUEST OF _____

_____ FEE _____ RECORDED

TIME _____ DATE _____ ENTRY _____

AND FILE

Analysis

Proposals comply with the Residential Development (RD) Zoning District, the Deer Valley MPD, the Stag Lodge Condominiums COAs, and have been approved by the HOA.

Both units have 2-car garages which meets the parking requirements, and no new spaces are required as a result of the amendments.

Good Cause

The Planning Department finds Good Cause for the proposed Condominium Plat Amendments as the changes do not change the footprint of the buildings and therefore have no impacts on Setbacks or Open Space, will have no negative impacts to the public, do not create any non-conformities, and are consistent with previously approved Condominium Plat Amendments for the Stag Lodge Condominiums.

No public input has been received to date.

Analysis

The Planning Department recommends the Planning Commission hold public hearings; and consider forwarding positive recommendations for City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinances.

Planning Commission Staff Report



Subject: 1251 Kearns Boulevard
Application: PL-22-05240
Author: Rebecca Ward
Date: August 10, 2022
Type of Item: Conditional Use Permit

Recommendation

(I) Open a public hearing, and (II) consider continuing a Conditional Use Permit to enclose an outdoor dining area in the Frontage Protection Zone to a date uncertain to allow the Applicant additional time to complete their parking study.

Description

Applicant: Mark Fisher, represented by Jonathan DeGray

Location: 1251 Kearns Boulevard

Zoning District: General Commercial
Frontage Protection Overlay

Adjacent Land Uses: Homestake Condominiums, Homestake Lot (slated for affordable housing development), Park City cemetery, The Emporium (1351 Kearns Boulevard), and Com-Park Plaza Condominiums

Reason for Review: The Planning Commission reviews Conditional Use Permits, conducts a public hearing, and takes Final Action¹

¹ LMC [§ 15-1-8\(G\)](#)

Planning Commission Staff Report



Subject: 1351 Kearns Boulevard
Application: PL-22-05296
Author: Rebecca Ward
Date: August 10, 2022
Type of Item: Conditional Use Permit

Recommendation

(I) Open a public hearing, and (II) consider continuing a Conditional Use Permit to enlarge a parking area in the Frontage Protection Zone to a date uncertain to allow the Applicant additional time to complete their parking study.

Description

Applicant: Mark Fisher, represented by Michael Sweeney

Location: 1351 Kearns Boulevard (The Emporium)

Zoning District: General Commercial
Frontage Protection Overlay

Adjacent Land Uses: The Blind Dog and Boneyard Restaurants, Park City cemetery, Com-Park Plaza Condominiums, and City-owned property

Reason for Review: The Planning Commission reviews Conditional Use Permits, conducts a public hearing, and takes Final Action¹

¹ LMC [§ 15-1-8\(G\)](#)

Planning Commission Staff Report



Subject: Bransford Parcels
Application: PL-21-05042
Author: Makena Hawley, Planner II
Date: August 10, 2022
Type of Item: Work Session – Zone Change

Recommendation

Staff recommends the Planning Commission (I) hold a Work Session to review the application and consider the applicant's request for a proposed zone change from Recreation Open Space (ROS) to Estate (E) with specific Conditions of Approval that allows one (1) Single Family Residence per parcel, for a total of two (2) homes on Parcels PCA-S-79-B and PCA-S-79-C, also known as the "Bransford Parcels," and (II) provide feedback on whether the Commission is ready to make a recommendation to the City Council with the information provided.

Description

Applicant: Anne Bransford, Bransford Land Company LLC represented by Jeffrey Kuhn, Kuhn Company
Location: Parcels: PCA-S-79-C & PCA-S-79-B
Existing Zoning: Recreation Open Space (ROS), Sensitive Land Overlay (SLO)
Proposed Zoning: Estate (E), Sensitive Land Overlay (SLO)
Adjacent Uses: Open Space, Deer Valley Resort, Trails, Red Cloud Subdivision
Reason for Review: Zoning Map Amendment Applications Require a Planning Commission Recommendation and City Council Action.

Abbreviations

1999 DA	1999 Flagstaff Development Agreement
2007 DA	2007 Amended Flagstaff Development Agreement
E	Estate
LOD	Limits of Disturbance
LMC	Land Management Code
MPD	Master Planned Development
ROS	Recreation Open Space
SFD	Single Family Dwelling
SLO	Sensitive Land Overlay
UPCM	United Park City Mines

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

Summary

The Applicant is proposing a zone change from Recreation Open Space (ROS), where no residential density is permitted per the zone, to Estate (E) for two (2) existing parcels to develop one (1) Single-Family Dwelling (SFD) per parcel for a total of two (2) units for the roughly 40-acre site. The parcels include:

- PCA-S-79-C (Also known as the Logan Parcel), 19.80 acres

- PCA-S-79-B (Also known as the U.P. No. 2 Parcel), 19.82 acres

The Applicant proposes an incremental approval process to enable an efficient master planning process, starting with a zone change with a maximum density of two (2) SFDs. The site-specific related challenges anticipated in the subdivision plat process are addressed by conditions. If the Commission and City Council approve the zoning and establish the limited density requested for the parcels, the Applicant will proceed to expend significant additional amounts of time, money, and resources to commission the surveys, Civil Engineering, define the site plan solutions and process the Subdivision Plat accordingly.

Assuming the Commission would consider allowing limited density on the Bransford parcels, Planning Staff is requesting the Commission give feedback on:

- (I) What Conditions of Approval would the Commission require for a zone change to be completed in conjunction with a Subdivision plat?

Background

The Applicant has owned (percentages of) the Logan and UP No. 2 mining claims for approximately 97 years, located on the east slope of Flagstaff Peak located just north of the Wasatch County line in Summit County. Previous percentages of ownership of the mining claims belonged to United Park City Mines Company (UPCM). In 2016 the Applicant (Bransford Land Company) acquired 100% ownership of each parcel.

As of 1998 (pre-annexation into Park City), the Snyderville Basin Development Code located the existing parcels in a neighborhood designated West Mountain, within the Mountain/Remote Area, which allowed a base density of one (1) dwelling unit per 40 acres. This is noted as 'desirable' on the Development Potential Matrix (Exhibit G). At the time, this was the maximum allowed density, and an additional proposal of density would require a Special Plan Development, which is a proposal by the developer to the county to outline density in a form that would be beneficial to the community. Since no development proposals were made prior to the annexation, it is impossible to tell how many units of density could have been granted when the property was in Summit County's jurisdiction. Additionally, it is impossible to predict if the past County Administration would have considered 39.62 acres significantly compliant with the 40-acre minimum lot size or not.

In 1999, the Bransford Parcels were included in 1,750 acres of property in unincorporated Summit County that was annexed into Park City Municipal under the 1999 Flagstaff Development Agreement (1999 DA). However, the Applicant (the Bransfords) did not sign the Flagstaff Development Agreement (later, the 2007 Amended Flagstaff Development Agreement (2007 DA) – Exhibit F).

At the time of the annexation, the Bransford Parcels were included with a group of property owners, known throughout both DAs as the "Northside Neighborhood" and "Northside Neighborhood Property Owners". This group represented a 63-acre portion

of Flagstaff Mountain and includes five (5) separate property owners, as noted on Page 5 of the 2007 DA.

The 2007 Development Agreement states:

2.4 “..upon their [The Northside Neighborhood] written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/Subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel that will remain open and reasonably available to the public.”

In Section 2.4.1 it describes the Small Scale MPD:

2.4.1 “The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.9”

2.4.1 is followed by a set of restrictions regarding limited development in the Northside Neighborhood for the Developer and Deer Valley, outlined in the majority of the Development Agreement 2.4.

To summarize, the 2007 DA stated that if the Northside Neighborhood property owners could come to an agreement for development of their lands, they could develop a total of 38 homes and a chapel, collectively. If the Northside Neighborhood property owners could not come to an agreement, the 2007 DA still allowed UPCM and Deer Valley the ability to develop 30 SFDs.

Since the Northside Neighborhood property owners did not come to an agreement, UPCM and Deer Valley proceeded with the permitting and construction of the 30 SFDs granted to them through the 2007 DA, now known as the Red Cloud Subdivision (See Ordinance and Subdivision Map, Exhibit F).

The Applicant attests their interests with regard to the future development of the property was unclear at the time of the 1999 and 2007 DA and they did not feel a fair agreement could be reached.

After the annexation of the parcels into Park City, the area was zoned Recreation and Open Space (ROS) Master Planned Development (MPD) in which a Single-Family Dwelling (SFD) is a prohibited Use.



Image provided by the Applicant to provide overview of the area in which the parcels lie.

Please see the staff reports linked below for additional analysis regarding the proposed rezone.

April 13, 2022 Planning Commission Meeting ([Staff Report](#), [Minutes](#))

On April 13, 2022, the Planning Commission held a Work Session to provide preliminary input and identify additional analysis that would be required to make an informed recommendation on the zone change.

During the meeting, several items were discussed with the main points of interest identified below. Each item is evaluated in the Analysis Section of the Staff Report.

- Where the development would be located?
 - Center of the south parcel near the Deer Valley ski trail.
- What other impacts or adverse effects need to be considered?
 - Vegetation removal and steep slopes.

June 8, 2022 Planning Commission Meeting ([Staff Report](#), [Minutes](#))

Zone Change Application was continued to June 15, 2022.

June 15, 2022 Planning Commission Meeting ([Staff Report](#), [Minutes](#))

The Applicant narrowed the location of the proposed developments:

- Intent to not develop on slopes over 30%
- Proposed preservation of 82% of the approx. 40 acres
- Applicant would provide easements for existing trails on the property and fund any required relocation of trails.

Staff reviewed the following:

- Conditions for Approval. A list of proposed conditions or additional information that may support the Commission's comfort level in adding density.
- Setting a Precedent. Future zone change requests would require the same level of review the Commission is conducting now.
- Consistency with the General Plan. The area is in the Upper Deer Valley Neighborhood in the General Plan. Staff finds the Applicant's proposal is consistent in the context of the area, similar to Red Cloud, however, due to the topography and location of the parcels, this proposal would require specific Conditions of Approval to mitigate any adverse effects.

Updated Information Provided by the Applicant

The Applicant has further narrowed their request for a Zone Change, providing the below image to propose two (2), approximately three (3) acre Lots and the most likely road location.

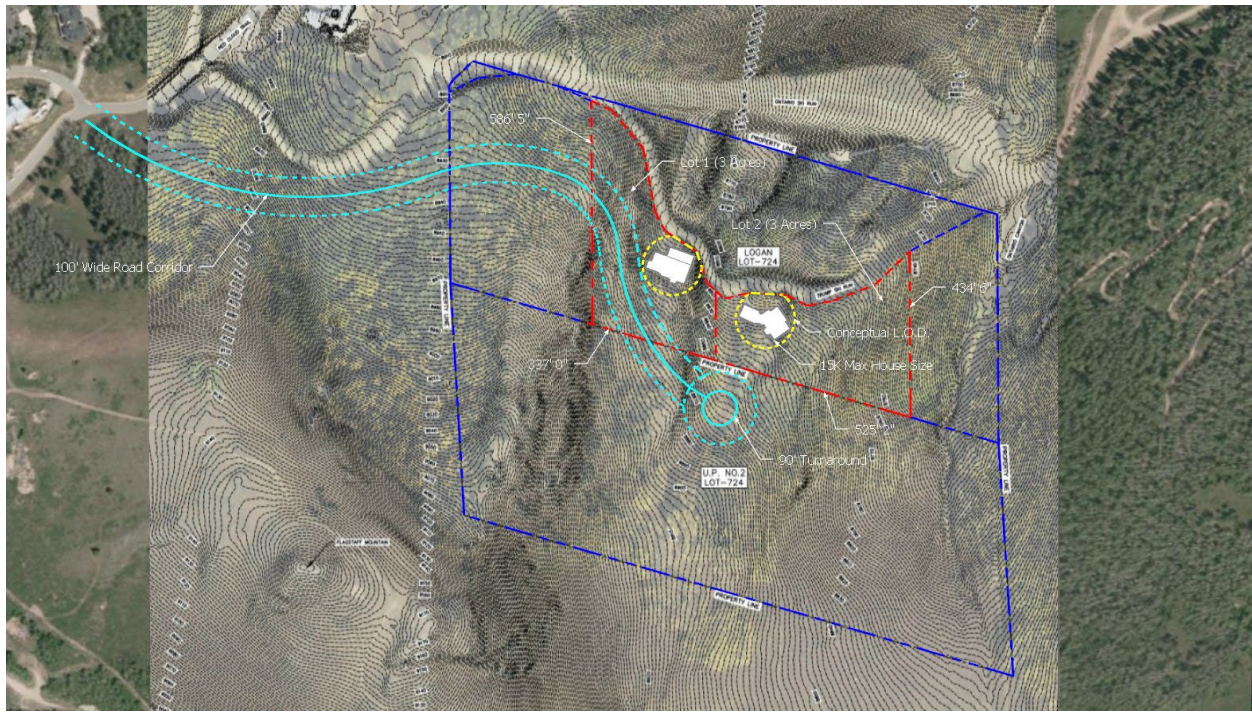


Figure 1 - Proposed parcels for Zone Change over topographic lines.

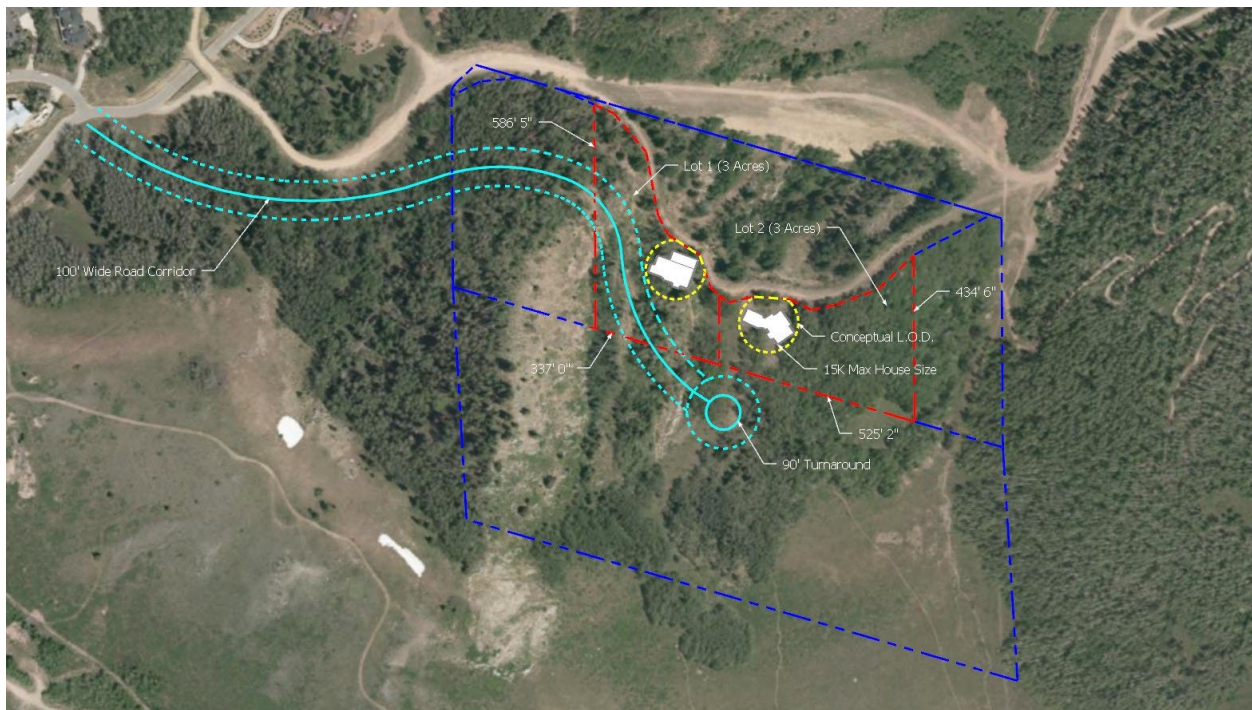


Figure 2 - Proposed parcels for Zone Change with option for two Single Family Dwellings and option for private road with fire turnaround.

Staff Recommendation

Staff finds that the Zone Change could be Conditioned; however, if a plat amendment is

not completed in a timely manner the Conditions may prove difficult to enforce. Staff recommends a sunset clause in which the approval expires. Below, Staff has reviewed the proposal against the existing and proposed zoning district purpose statements as well as compatibility with the General Plan Upper Deer Valley Neighborhood. The proposal is generally in harmony with the zones with a few outliers and opportunities to create greater compliance with Conditions of Approval.

Recreation and Open Space District Purpose Statement

The purpose of the Recreation and Open Space (ROS) District is to:	Review of Application Conformance
Establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,	The Applicant is proposing two (2) Single Family Dwellings on two – three-acre Lots out of approximately 40 acres. The Applicant is proposing to place a conservation easement on approximately 82% of the total 40 acres.
Permit recreational Uses and preserve recreational Open Space land,	
Encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and	The Applicant is proposing to maintain and grant easements for the existing bike and ski trails located on the property.
Preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.	The Applicant will be required to comply with all Sensitive Land Overlay regulations in the LMC which will support the preservation and protection of sensitive lands.
Encourage sustainability, conservation, and renewable energy.	The Zone Change and future plat could be conditioned to consider energy-saving options or that the buildings achieve a level of net-zero energy performance.

Estate District Purpose Statement

The purpose of the Estate (E) District is to:	Review of Application Conformance
preserves ridge tops, meadows, and visible hillsides,	Can be compliant. Noted in above table.
preserves large, cohesive, unbroken Areas of Open Space and undeveloped land,	Can be compliant. Noted in above table.
preserves and incorporates wetlands, drainage ways, and intermittent streams as amenities of Development,	Required per SLO.
mitigates geologic and flood hazards,	Required per SLO.

protects views along the City's entry corridors, and	Not Applicable in this area.
decreases fire risk by keeping Development out of sensitive wild land interface Areas.	Plans will require compliance with Wildland Urban Interface standards, the Fire Department and the SLO.
incorporate pedestrian trail linkages between and through neighborhoods; and	Can be compliant. Noted in above table.
encourage comprehensive, efficient, Compatible Development which results in distinct and cohesive neighborhoods through application of the Sensitive Lands Ordinance.	Required per SLO.

General Plan Standards

Below is a list of attributes of the Upper Deer Valley Neighborhood:	Review of Application Conformance
91% of Occupancy in this neighborhood is Seasonal Residences	The proposal is consistent.
Flagstaff proposed development pods framed by Open Space	The two homes would be clustered and surrounded by conservation easements.
Resort Oriented Development, second homes and nightly rentals with a focus on a comfortable visitor experience and support resort economy.	The proposal is consistent.
Expansion of summer activities.	As noted in the first table above, the Applicant proposed the maintain and grant easements for all existing bike and ski trails.
Consistent with the General Plan's Goal #1 "Park City will grow inward, strengthening existing neighborhoods while protecting undeveloped land representative of the community's core values from future development"	As a standalone, the application may not support this goal. However, taken in the context of the broader annexation which clustered development within defined residential pods, the limited density proposed remains consistent with the Flagstaff planning.
Environmentally responsible second homes. "Unoccupied homes use as much energy and emit as much carbon dioxide on average, as an occupied home." "Future improvements toward increased energy efficiency in second homes and nightly rentals should be sought to counter the issue."	As noted in the 1 st table above, the Zone Change and future plat could be conditioned to consider energy-saving options or that the buildings achieve a level of net-zero energy performance to support this attribute.
Preservation of the natural setting.	The application is consistent, proposing

	82% of the 40 acres to be conserved.
--	--------------------------------------

Notice

Staff published notice on the City's website and the Utah Public Notice website on July 13, 2022. The *Park Record* published notice on July 13, 2022.

As this is a Work Session, post-cards were not mailed, and the property was not posted. This item will be fully noticed when it is scheduled for a public hearing and action.

Public Input

Public input is available in Exhibit H.

Exhibits

Exhibit A: Applicant Narrative and Presentation

Exhibit B: Topography Survey with Deer Valley Easement

Exhibit C: Record of Survey December 2013

Exhibit D: JJ Johnson Development Feasibility Study 1981

Exhibit E: Applicant's Submittal Showing Existing Access Easement Granted by REDUS

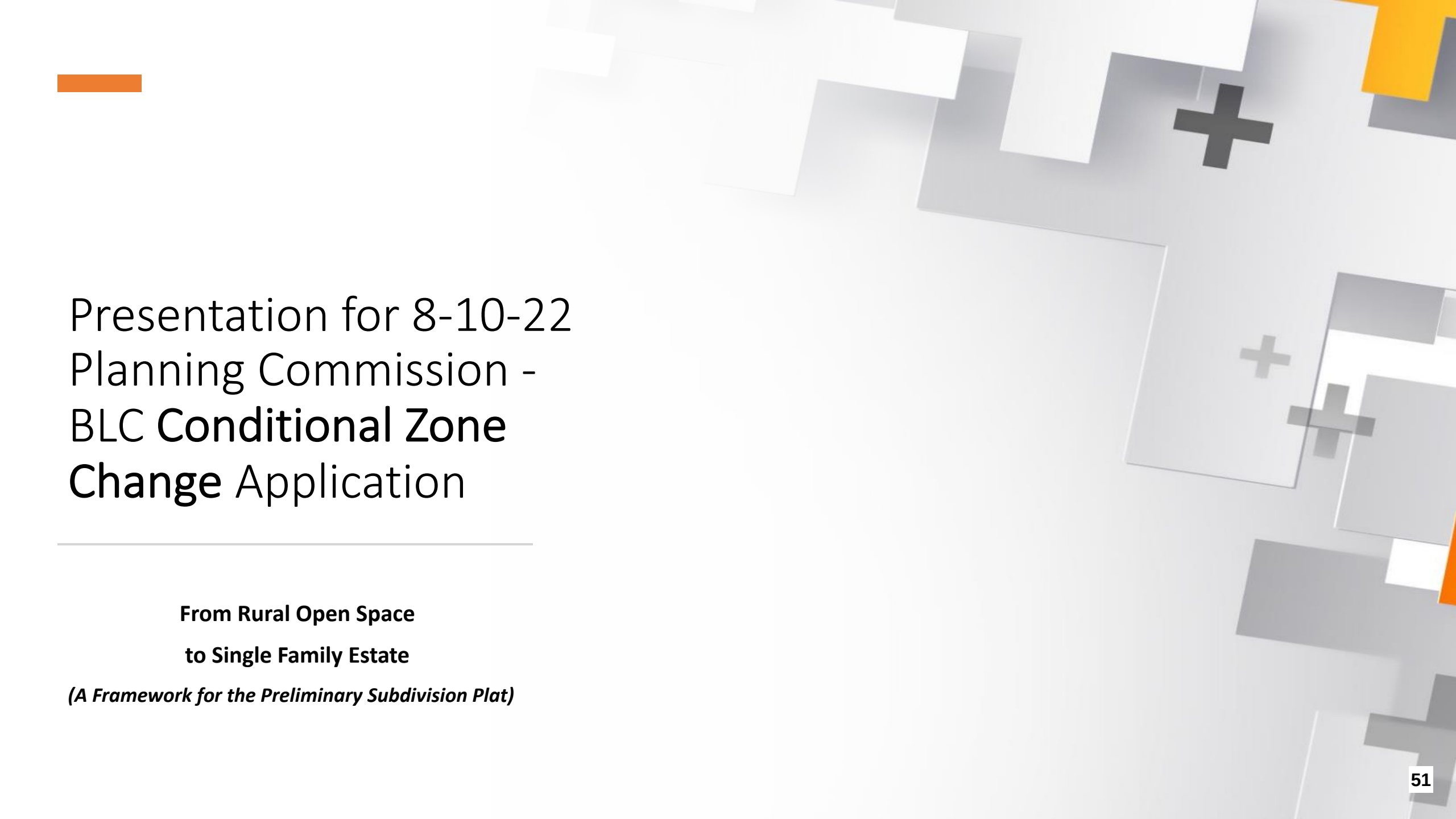
Exhibit F: 2007 Amended Flagstaff Development Agreement and Exhibits

Exhibit G: Park City Annexation of Flagstaff Mountain

Exhibit H: Red Cloud Subdivision Ordinance and Plat

Exhibit I: Snyderville Basin Land Use Plan and Development Potential Matrix 1998
Ord. 323

Exhibit J: Public Comment



Presentation for 8-10-22 Planning Commission - BLC Conditional Zone Change Application

**From Rural Open Space
to Single Family Estate**

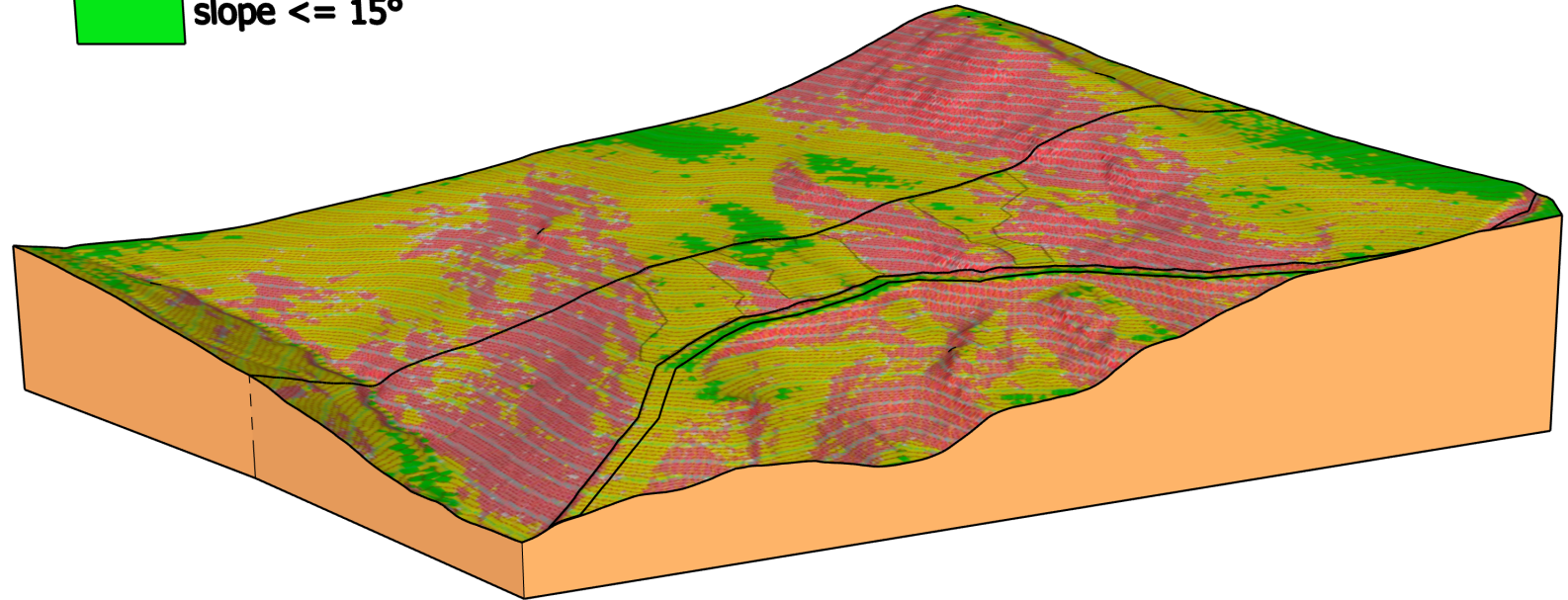
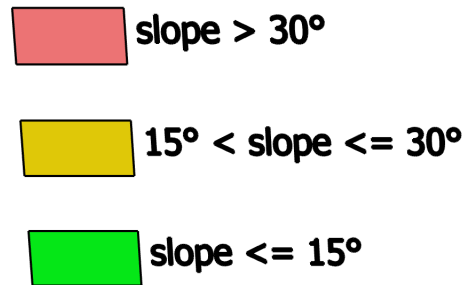
(A Framework for the Preliminary Subdivision Plat)

Work Session Notes:

what we heard the
commissioners ask

Laura Suesser	Where would the roads go?
Douglas Thimm	How would it be developed? Is there sufficient Utility capacity and access to them? Does the Fire Department and Police Department have the capacity to provide Emergency Services there?
Bill Johnson	Expressed the need to verify that, if approved, our Estate Zone wouldn't become an Island in the sea of other R.O.S. Properties
Christin Van Dine	Feels the same as Douglas. Clarify what other properties would be affected by an approval to the Zone Change request. Are there any other mine claims that could make the same zone change request based upon an approval of our request?
Sarah Hall	Asked for information on our recent paved roads access easement. <i>(It is included the Staff package.)</i>
John Kenworthy	Asked what other mine claims could make the same request?
?	Where would the homes go? <i>(Was this a comment from Douglas?)</i>
?	How much land could be bulldozed if approved? How much land could be preserved?

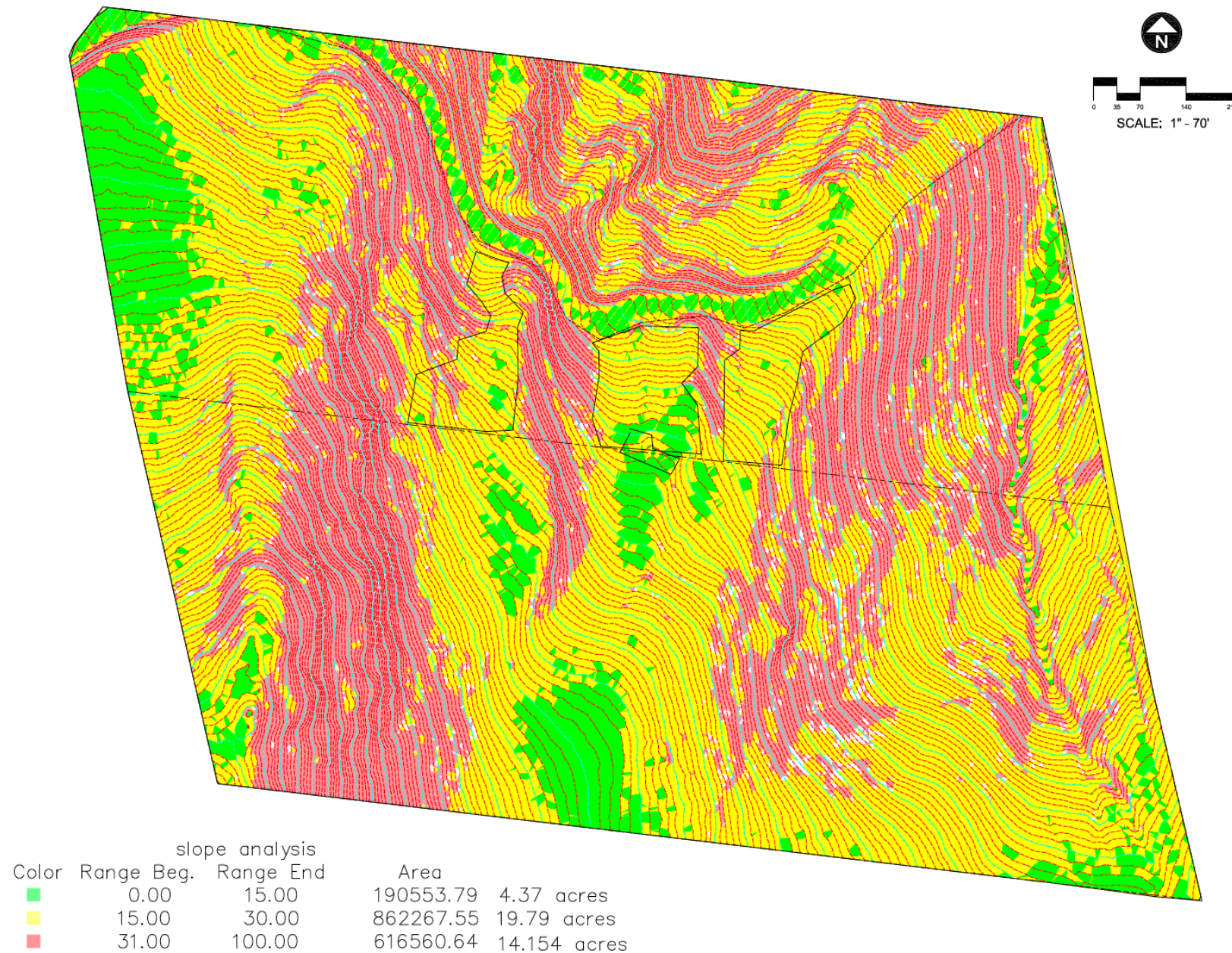
Slope Analysis Display



See last 8 slides for additional displays

Slope Analysis Display

See last 8 slides for additional displays



Rough order of
magnitude Calculations
on how much land
would be bulldozed?

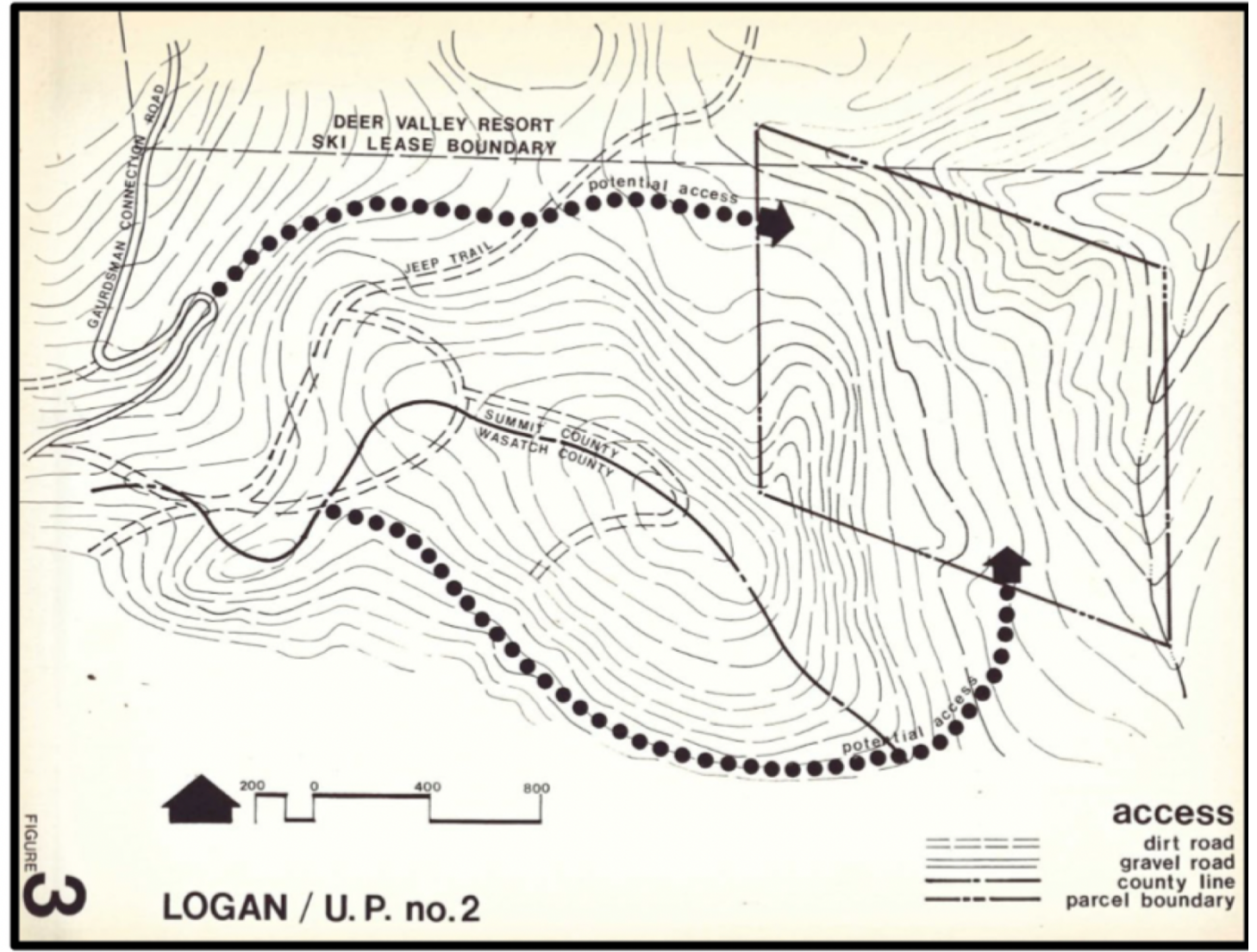
Grade Range			Area	Acerage	Percentage	Preserved or undisturbed acreage	
0%	to	15%	190,553.79	4.37	11.41%		
15%	to	30%	862,267.55	19.79	52%		88.59%
30%	to	100%	616,560.64	14.15	37%	37	
			1,669,381.98	38.32	100.00%		
Impacted Land			2 pads	6	-18%	Portion proposed for Conditional Zone Change	
			Private Drive	1			
			Percentage preserved		82%	NIC the undisturbed majority of each 3 acre Estate Pad	

82% or more of the land
would be preserved
(or remain Undisturbed)

Where would the Roads go?

The most likely locations for the private driveway remain the same as those identified in the 1981 JJ Johnson Feasibility Study.

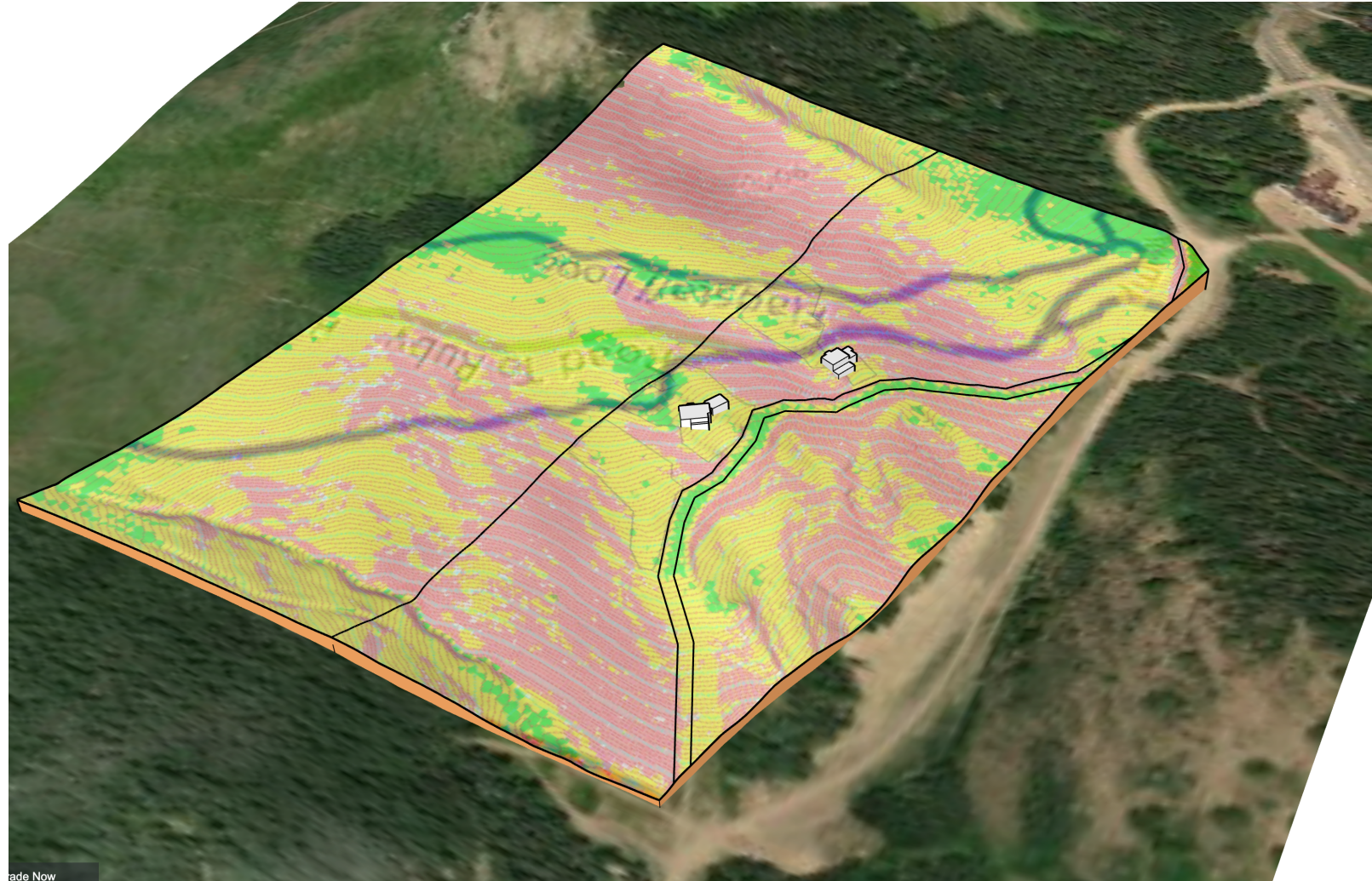
(#s 1 & 2 on the Slope Analysis display)



Where would the homes be?

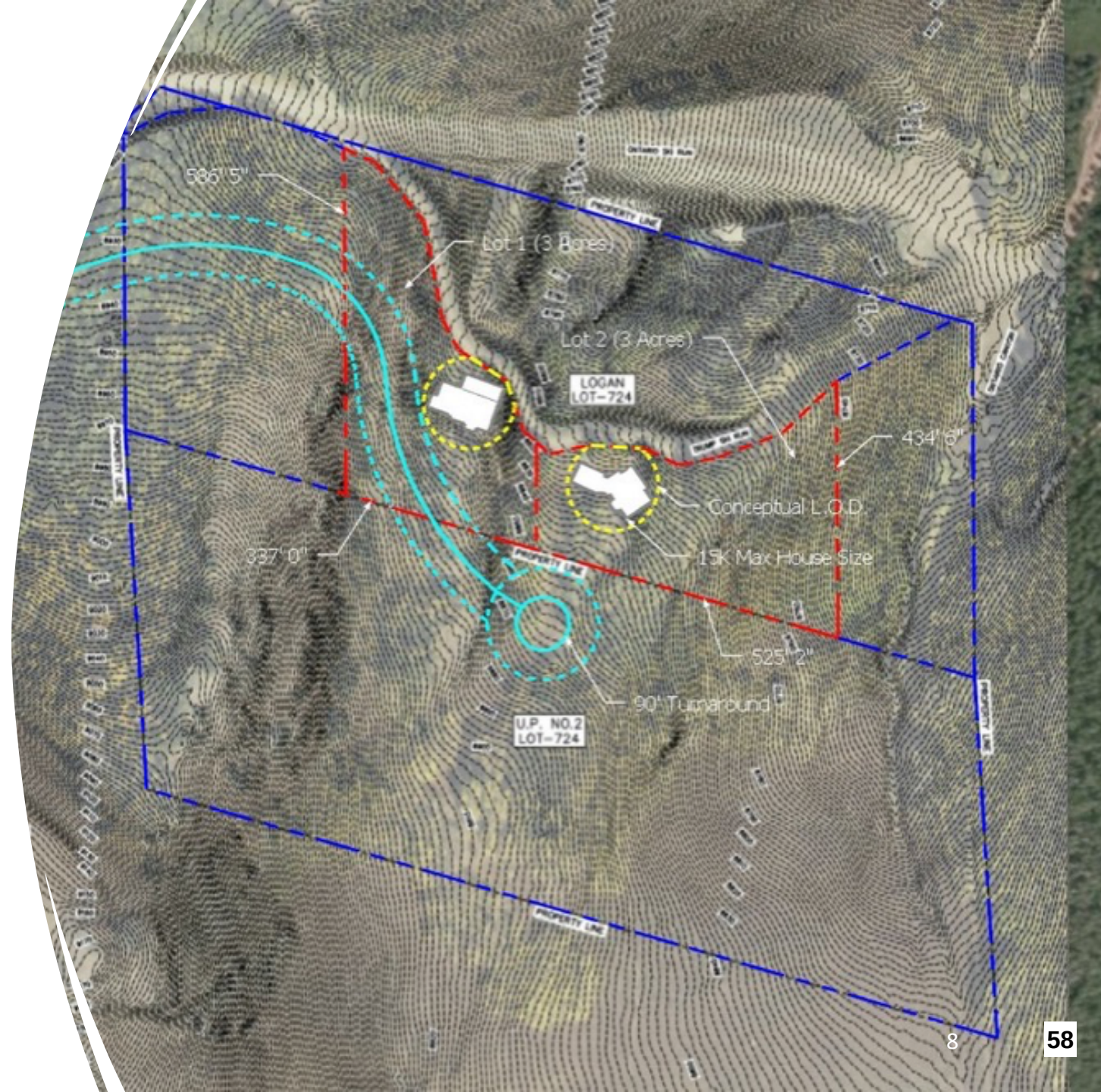
Based upon currently available information, we intend to site the two homes just uphill from the Trump Ski Run.

This would result in the most desirable location with the shortest possible common driveway.



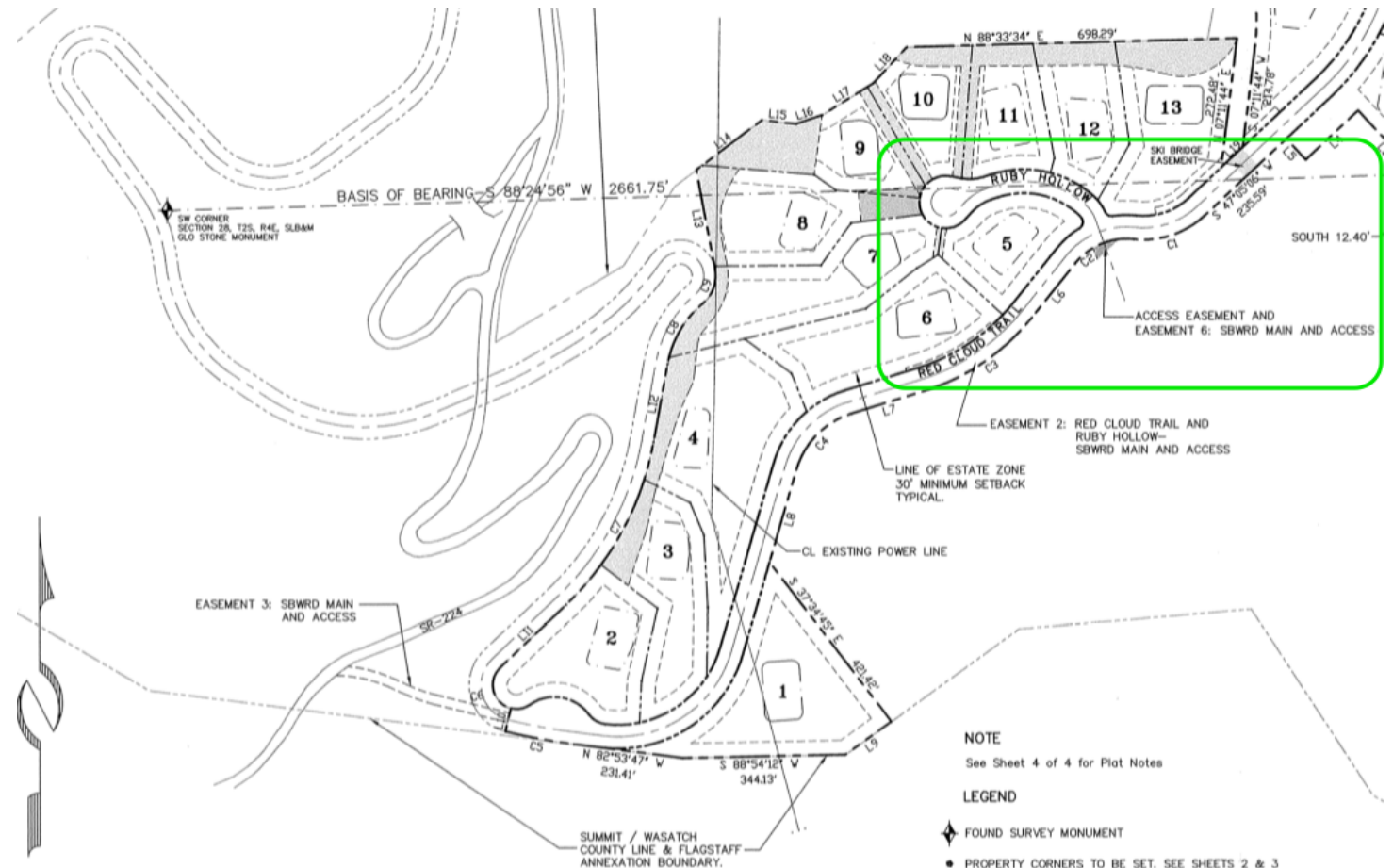
Where would the Lots lines be?

- The red lines are “chalked in” lot lines.
 - The Dark Blue lines are the overall parcels boundaries.
 - The light blue lines represent a 100-foot-wide conceptual corridor that the future private drive will be located inside of.
 - The white boxes represent the proposed homes.
 - The yellow lines represent a to-be-determined LoD (limit of disturbance) for each home.
- *We will have the Civil Engineers survey, plot and record precise 3-acre versions when we come back for Plat approval.*
- We think this is a very fair representation of what they will produce.



Is sufficient Utility Capacity available and where is it ?

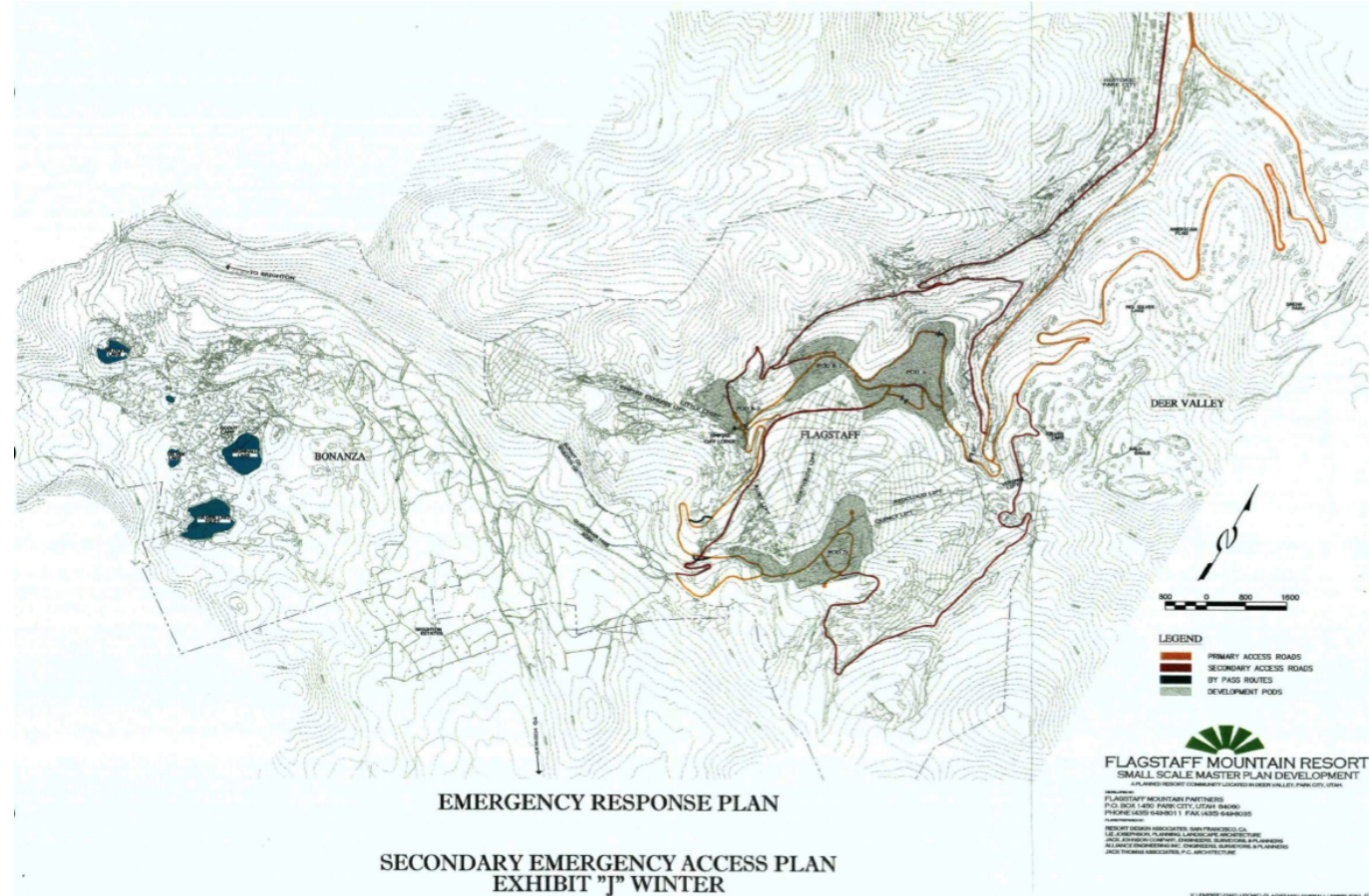
The Developer stubbed the utilities on Red Cloud Trail - across the street from Ruby Hollow – as shown in the green area.



Capacity to provide Emergency Services?

Exhibit 7 of the Flagstaff Annexation Agreement provides a detailed analysis of EMERGENCY SERVICES. There are several related displays – showing access and egress in Winter and Summer.

The Flagstaff Annexation Agreement specifically lists Bransford Land Company and each of the three sisters individually, as parties that are benefited by the Covenants that run with the land in perpetuity...



Other studies referred to in the Flagstaff Annexation Agreement

These are the studies PCMC required to approve the 2007 Flagstaff Annexation Agreement...

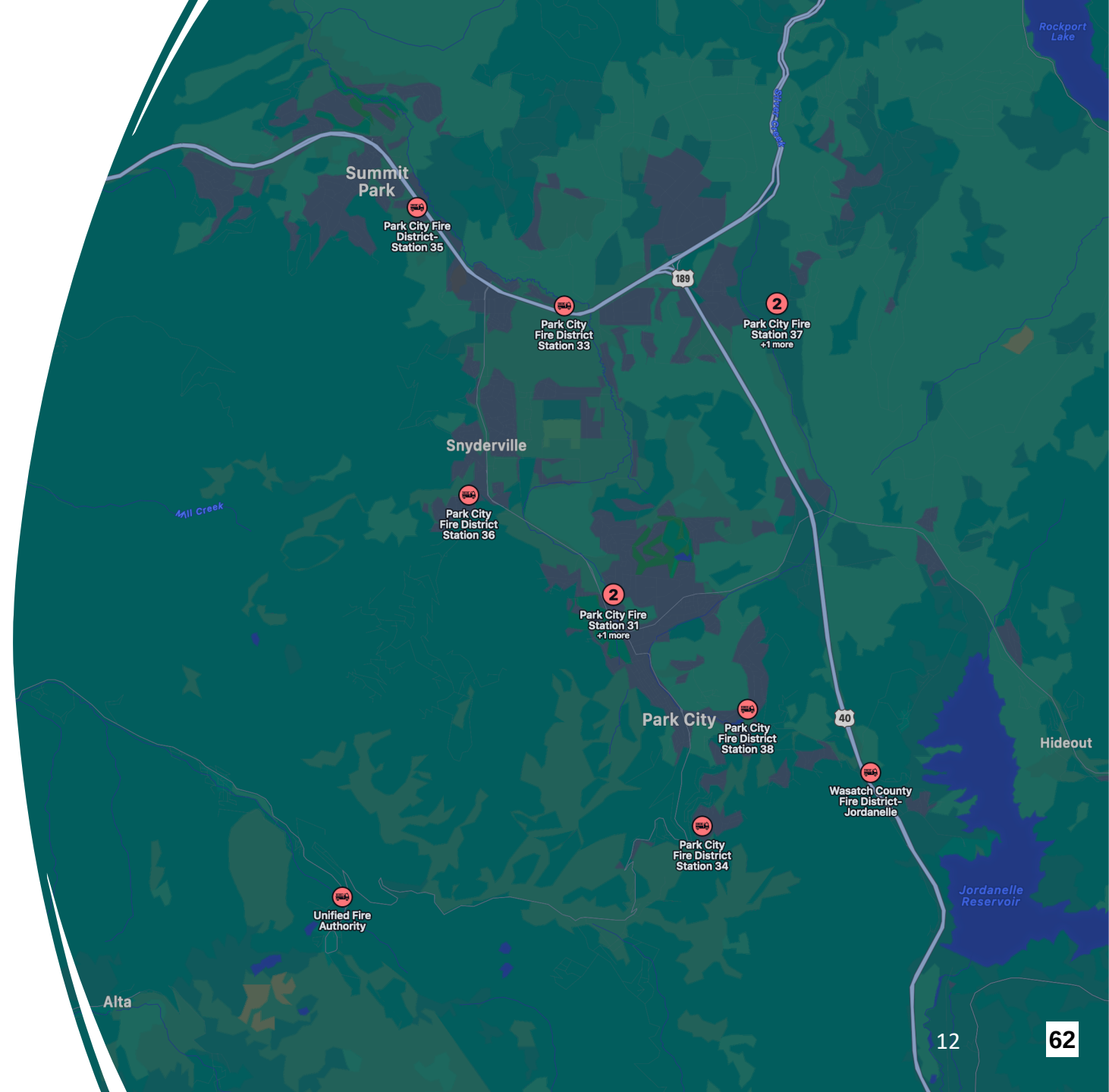
Red Checks indicate those studies we still have original copies of.

Red Text indicates copies we found online in the Planning Dept's Web Site.

☒ May 2001	Large Scale Master Planned Development Application
☒ Exhibit 1	May 2001 - Mine Soil Hazard Mitigation Plan
☒ Exhibit 2	May 2001 - Design Guidelines
☐ Exhibit 3	May 2001 - Specific Transit Plan
☒ Exhibit 4	May 2001 - PARKING MANAGEMENT PLAN
☐ Exhibit 5	May 2001 - Open Space Management Plan
☒ Exhibit 6	May 2001 - HISTORIC PRESERVATION PLAN
☐ Exhibit 7	May 2001 - Emergency Response Plan
☐ Exhibit 8	May 2001 - Trails Master Plan
☐ Exhibit 9	May 2001 - Private Road Access Limitation Procedures
☒ Exhibit 10	May 2001 - CONSTRUCTION AND DEVELOPMENT PHASING PLAN
☒ Exhibit 11	May 2001 - UTILITY MASTER PLAN
☒ Exhibit 12	May 2001 - DRAINAGE STUDY
☒ Exhibit 13	May 2001 - WILDLIFE STUDY
☒ Exhibit 14	May 2001 - EMPLOYEE/AFFORDABLE HOUSING PLAN
☒ Exhibit 15	May 2001 - CONSTREUCTION MITIGATION PLAN
☒ Exhibit 16	May 2001 - GEOTECHNICAL INVESTIGATION
☐ Exhibit 17	Per Page 2 of the 2001 Large Scale Master Planned Development Application
☐ Exhibit 18	"
☐ Exhibit 19	"
☐ Exhibit 20	"
☐ Exhibit 21	"

WHERE IS THE CLOSEST FIRE STATION?

The closest PCMC Fire Station is Silver Lake Village in upper Deer Valley.



Are there any other Mining Claims that can make the same request for the same reasons?

Apparently not -

To date, the Bransford Parcels are the only two we can find with the following three attributes:

1. The same Mining Claim metes and bounds as their Park City Tax I.D. Parcels
2. Were specifically included in the 2007 Flagstaff Annexation Agreement.
3. One of the very few Mining Claims – besides the Bransford Claims – that own their surface rights too.

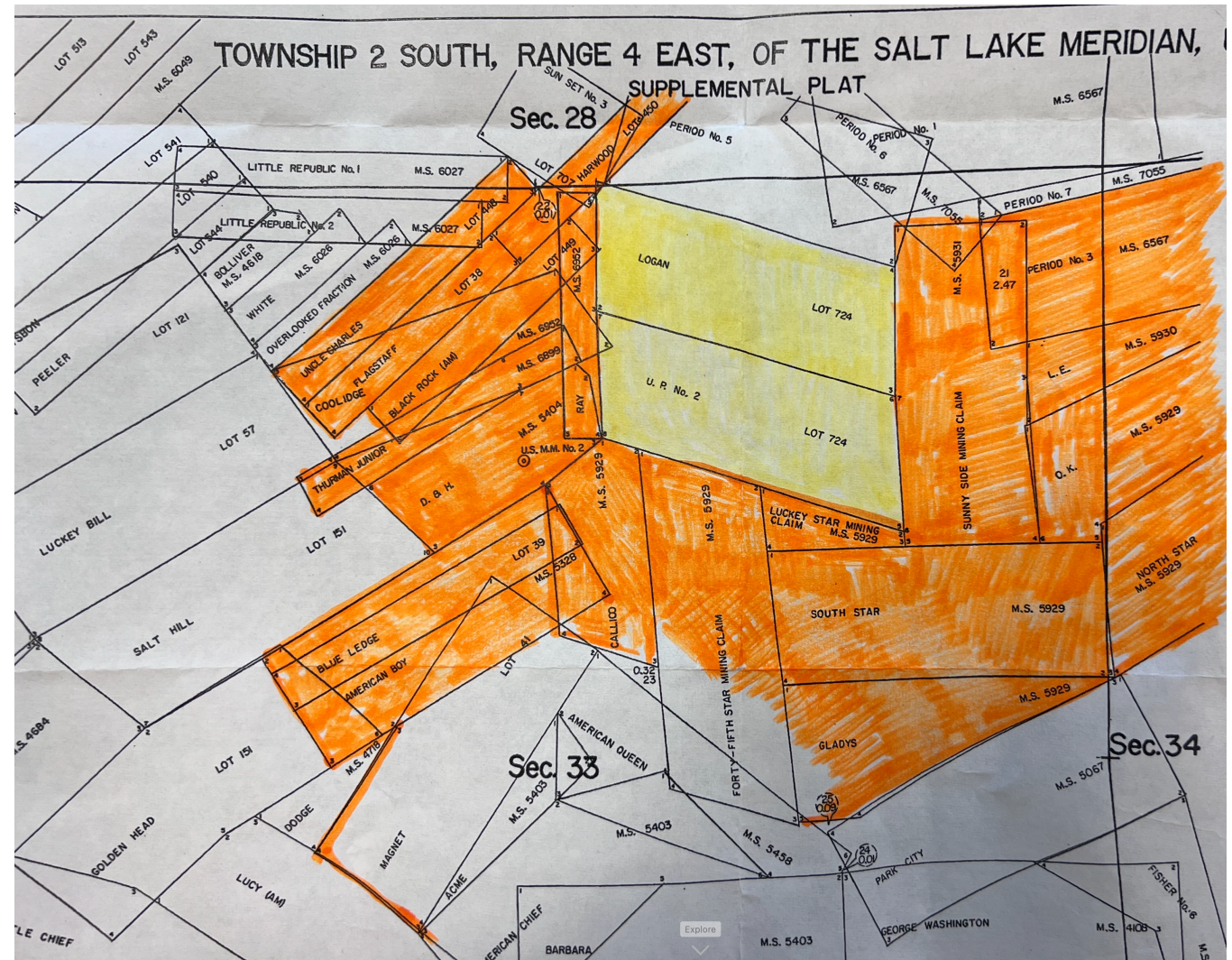
Would our Estate
Zone become an
“Estate Island” in
a sea of R.O.S.
Parcels?

No - we doubt that for the
following reason:

If we assume that our neighbor to the west will eventually acquire development rights similar to ours – as delineated in the Flagstaff Annexation Agreement (or denser) - our Estate Zone would have the lowest dwellings per acre in a decreasing series of densities radiating away from the existing core uses in the Red Cloud Neighborhood.

Are there any other Mine Claims that could make the same request?

- For the reasons expressed above – the answer is no.



How big will the houses be?

We propose 15,000 SF maximum home size on both 3-acre parcels (with 34 acres, +/-, of remaining preserved land). Our closest developed neighbor, Red Cloud, is comprised, primarily, of 1 – 2 acer parcels with a 10,000 SF maximum size.

It is not yet clear if the two dwellings will become a new HOA or if they will simply be subject to the EPMOA Master Association.

We do not plan to ask to be annexed into the Red Cloud HOA. On the other hand, we would be pleased to do so - if desired by them.

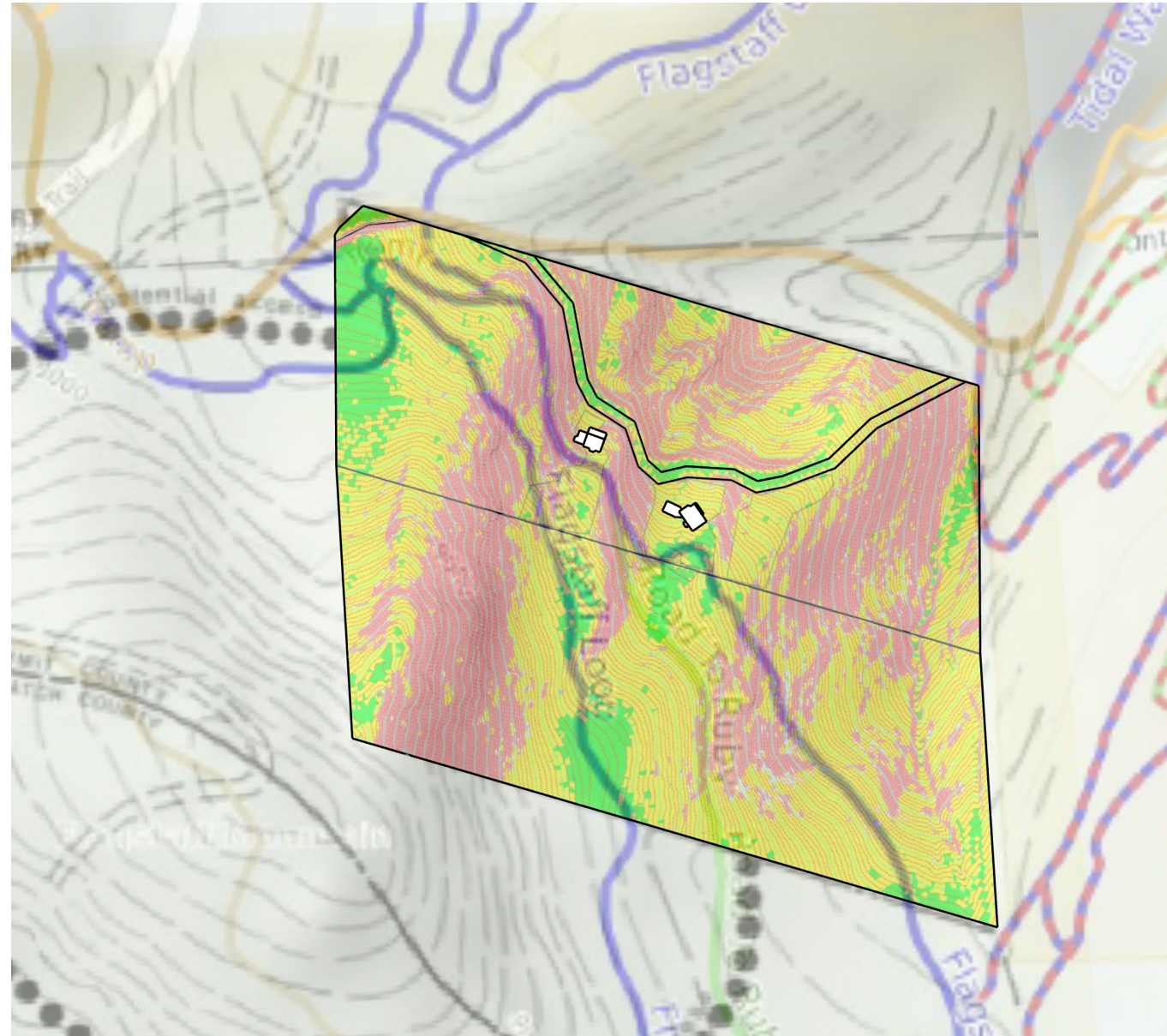


All Bike Trails on BLC Land will be protected.

This image shows the portions of the three bike trails that traverse the land and will be preserved (*as denoted in purple*).

They include parts of:

1. Flagstaff Loop Trail,
2. Road to Ruby, and
3. Tidal Wave.



Existing Vegetation on BLC Land will be protected.

Last year BLC met with Wendy Fisher, of Utah Open Space, and with Elizabeth Kitchens, of the Nature Conservancy Trust to initiate discussions to create Conservation Easements on the subject property.

Statements on Good Cause

- The project satisfies the primary objectives of the R.O.S Zone and the S.L.O.
- The land has been held in Trust as a Bransford Family legacy statement.
- Limiting Density to 1 Dwelling per 20 Acres +/-.
- 82% + preserved Open Space available for conservation Easements.
- Protection of Bike and Ski Trails.
- Protection of existing vegetation.
- Protection of wildlife habitats.



Zone Change Applications

vs.

Sub-division Plat Approvals

What requirements are appropriate to defer until the Sub-division Plat Approval Process?

- Will Serve Letters from all Service Providers.
- Stamped Civil and Engineering Drawings.
- Project-wide CCRs including Architectural Guidelines.
- An off-site Access and Egress Easement.
- Assurances on the Conservation Easements.

What requirements are necessary to approve a Zone Change Application?

- Any prior approvals? (*Yes, established as Flagstaff Annexation Covenants that Run with the Land, in perpetuity*).
- Existing precedents for development in the area.
- Ability to avoid creating new undesired precedents.
- Compatibility with L.M.C. and surrounding uses.
- Public benefits vs burdens.

The Project will come back before the Planning Commission again before any density can be approved.

BLC is Willing to accept Conditional Approval

A Conditional Zone Change approval does not convey any development rights yet.

BLC only requests an assurance from PCMC via the P.C. that it agrees that the Conditional Use of two Estates is appropriate on the two subject parcels – if and/or when BLC can meet all the LMC requirements in the subsequent Sub-division Plat process.

- BLC is not asking for a blanket zone change on all 40 acres.
- BLC will create two 3-acre Parcel Descriptions. We propose that the rest of the land remain R.O.S.
- Only the two new Estate development pads (and perhaps the private Driveway) would be rezoned for Single Family Estate use.
- We agree that any Zone Change approval will be conditioned upon all the factors addressed in these pages, all our verbal assurances and satisfaction of the subsequent Sub-division Plat requirements.

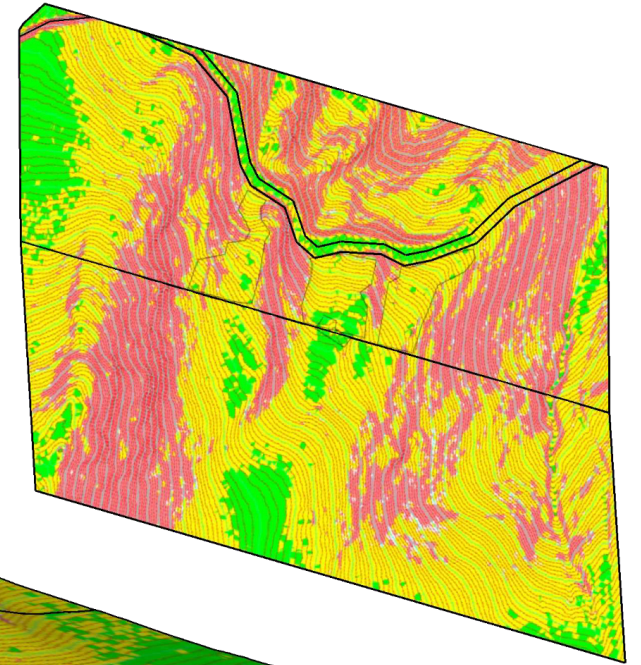
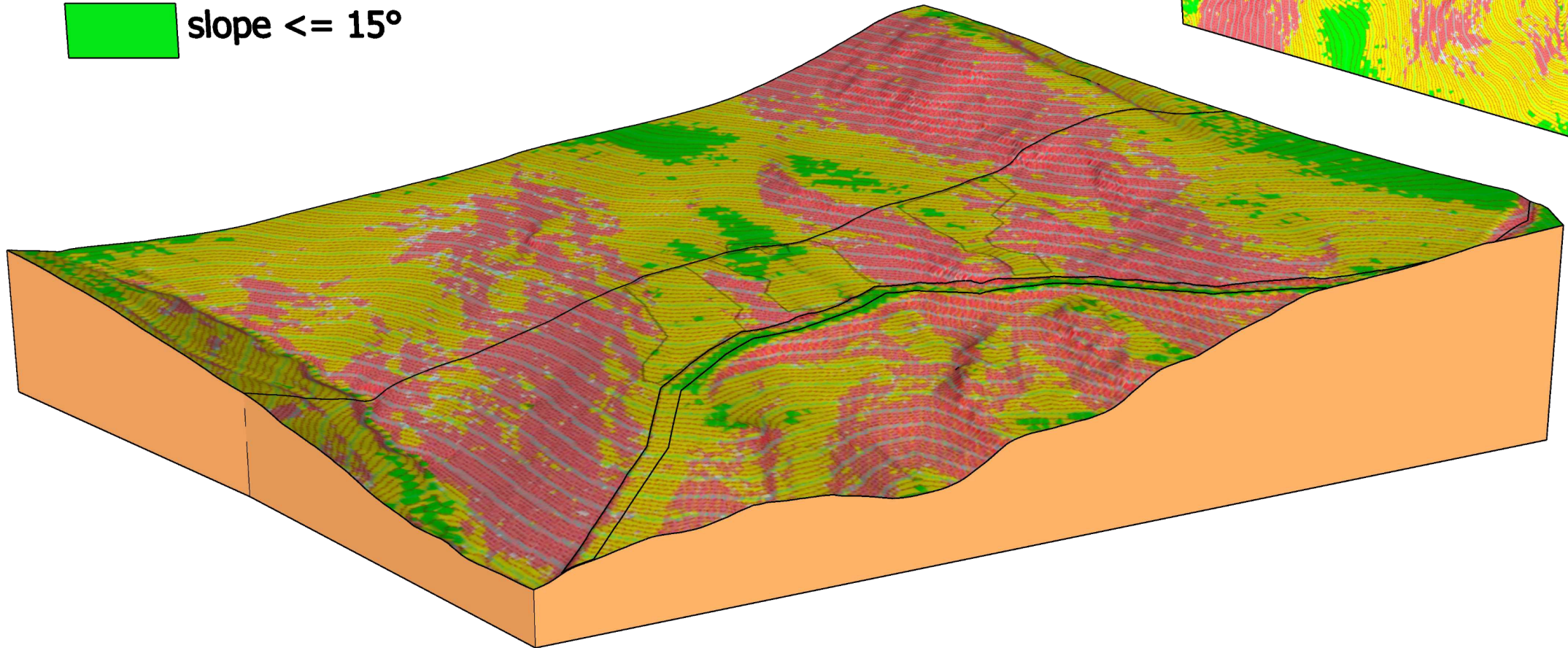
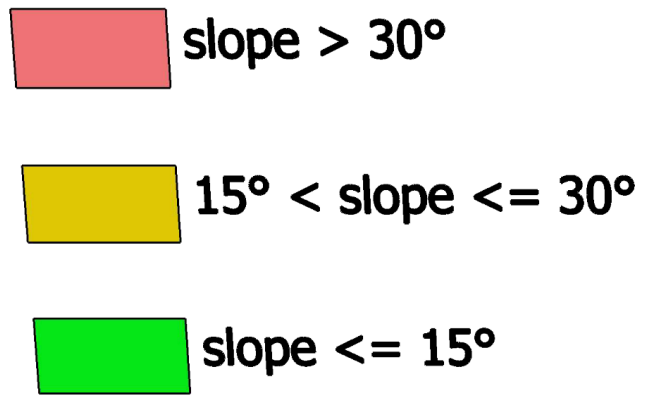
Other Factors:

- Our Access Easement across Twisted Branch and Red Cloud Trail were formally approved by both the Empire Pass Master Owners Association (EPMOA) and by the Red Cloud Home Owners Association.
- Our proposed on-site road is a Private Driveway – not a Public Road.
- The 1981 Bransford Property Feasibility Study and the Intro Anne provided establishes BLC's long term intent to develop and negates any opposing theories regarding BLC's election to not sign onto the original DIA Agreement.

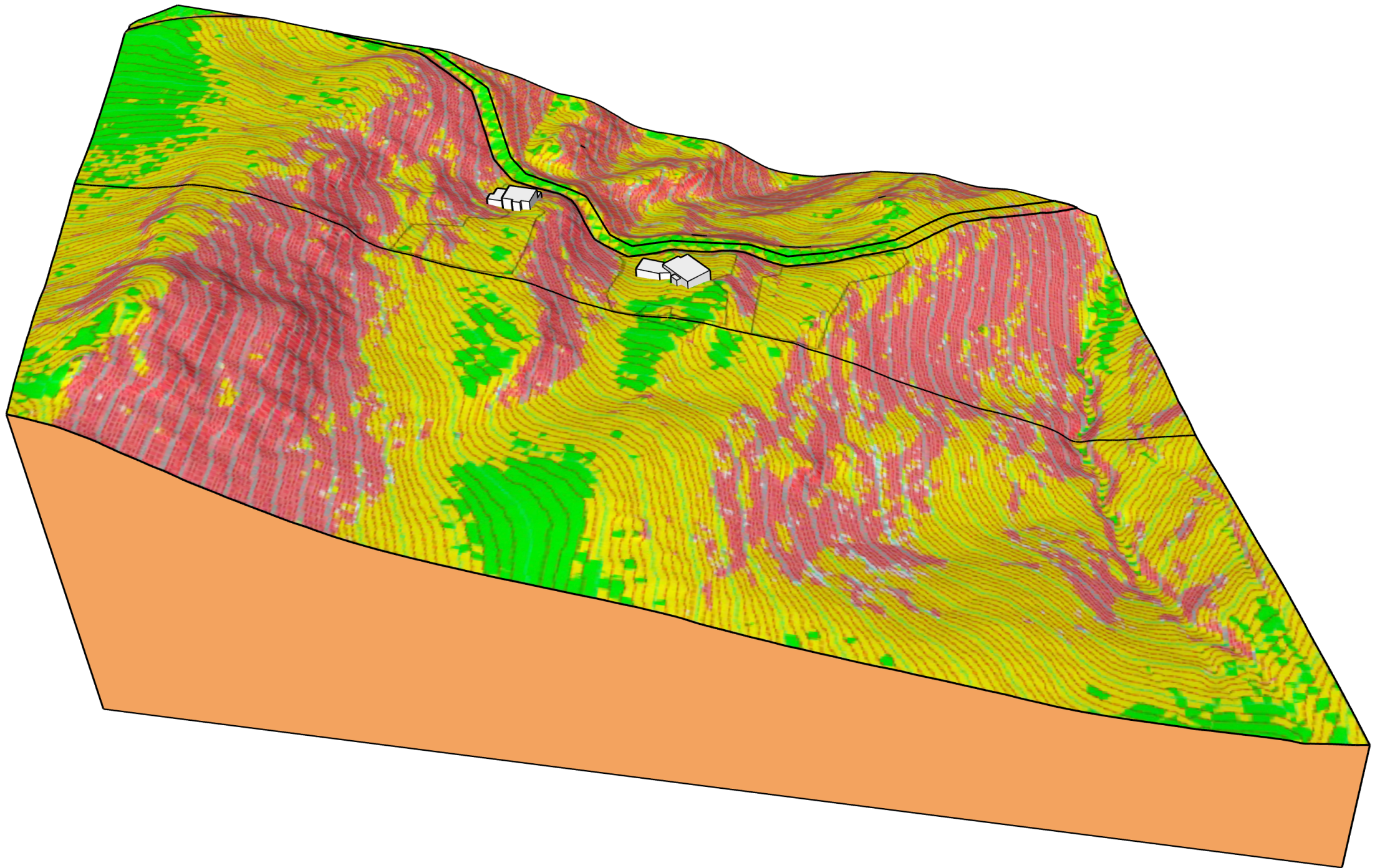
A landing page to a share folder with all the complete digital exhibits referred to in the Deck...

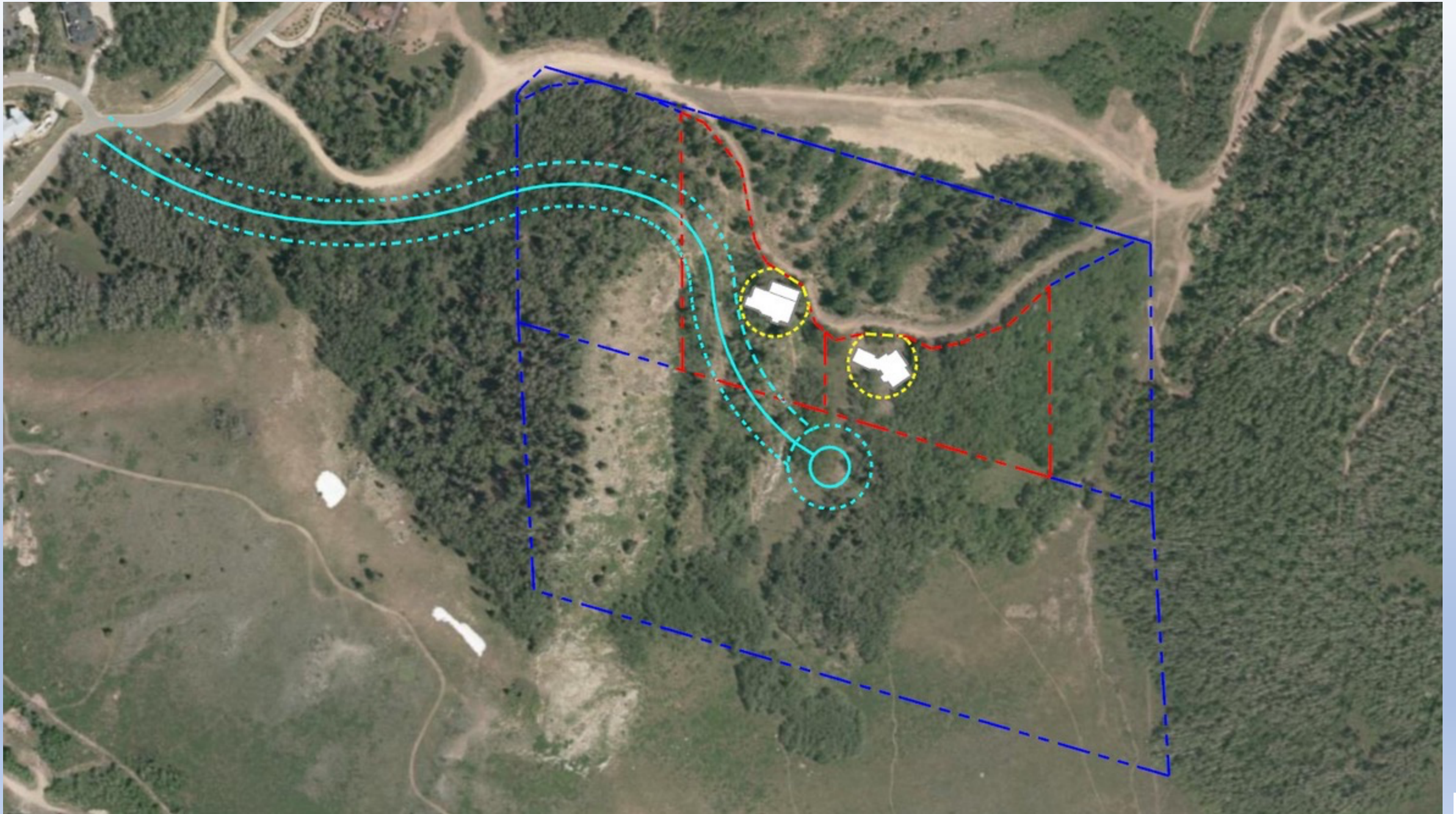


- Anne's intro of BLC to PC
- BLC Slope Analysis Map
- ROM - preserved land calcs
- EMPOA CCRS - building sizes - section 3.2 2 33' height
- Flagstaff Design Guidelines – December 2001
- 3-D Slope Map
- Mining Claims colored maps
- AutoCAD Slope Map over Survey
- And several older documents of record such as the Flagstaff Annexation docs, Red Cloud Plat and HOA docs, Redus Access & Utility Easement over Twisted Branch and Red Cloud Trail, etc.

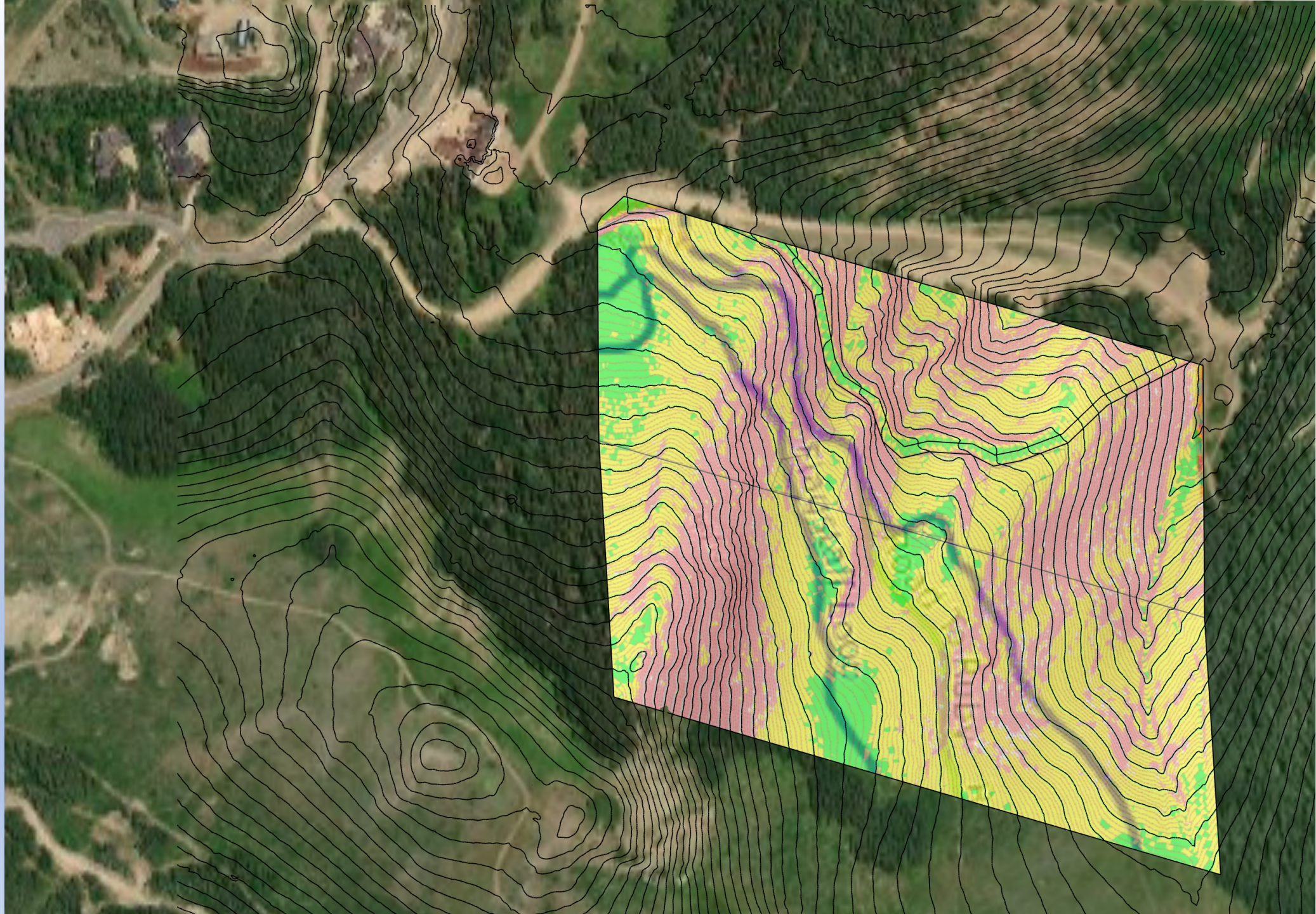


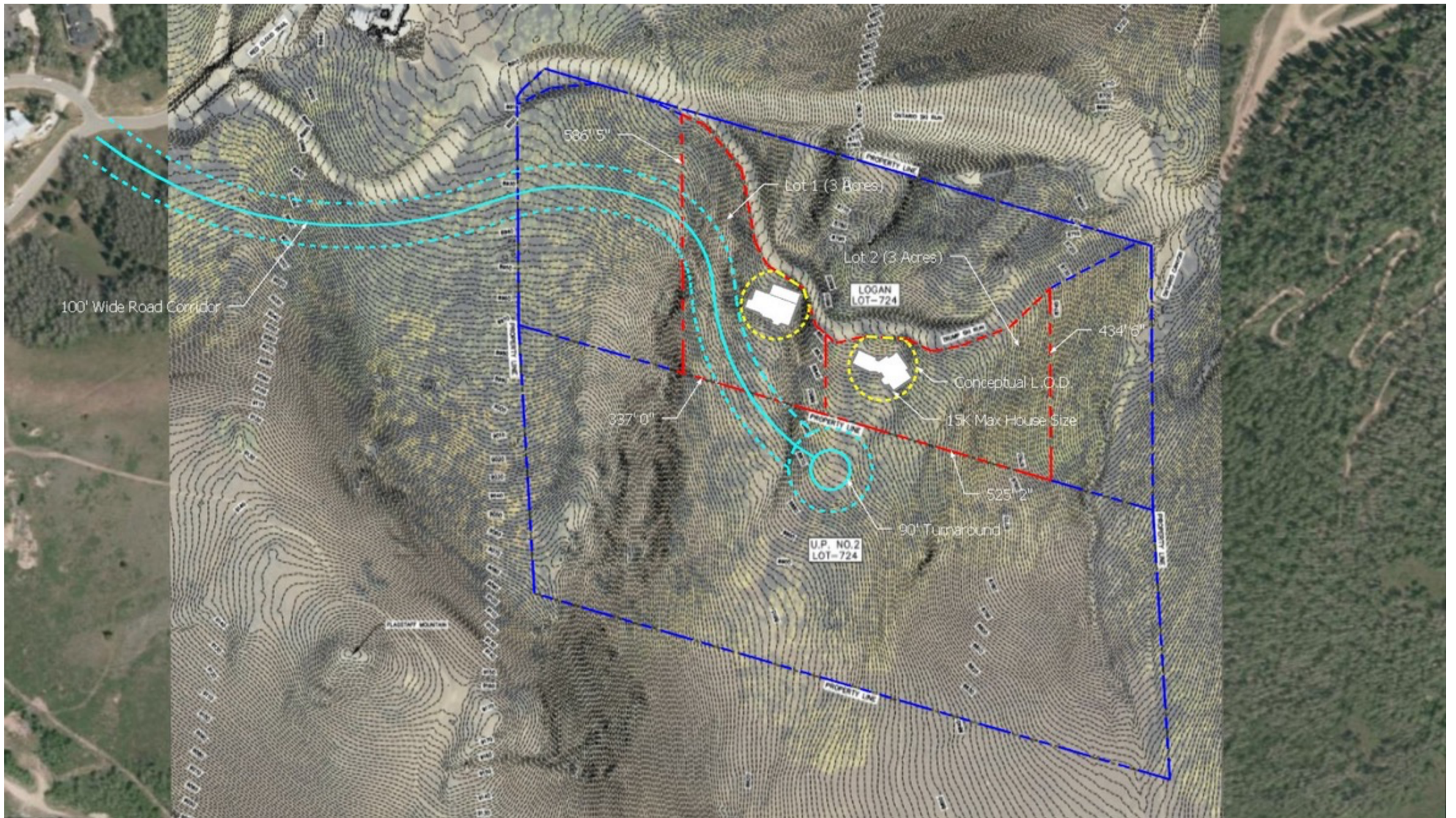
















LOT NO. 724 M.S. NO. 688 UINTAH MINING DISTRICT

LOCATED IN SECTION 28 & 33,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

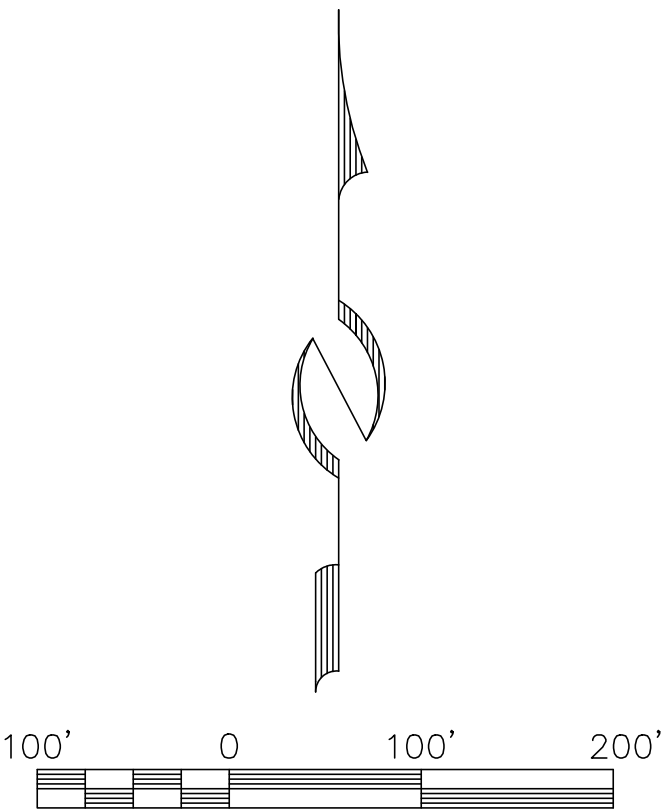


SURVEYOR'S CERTIFICATE

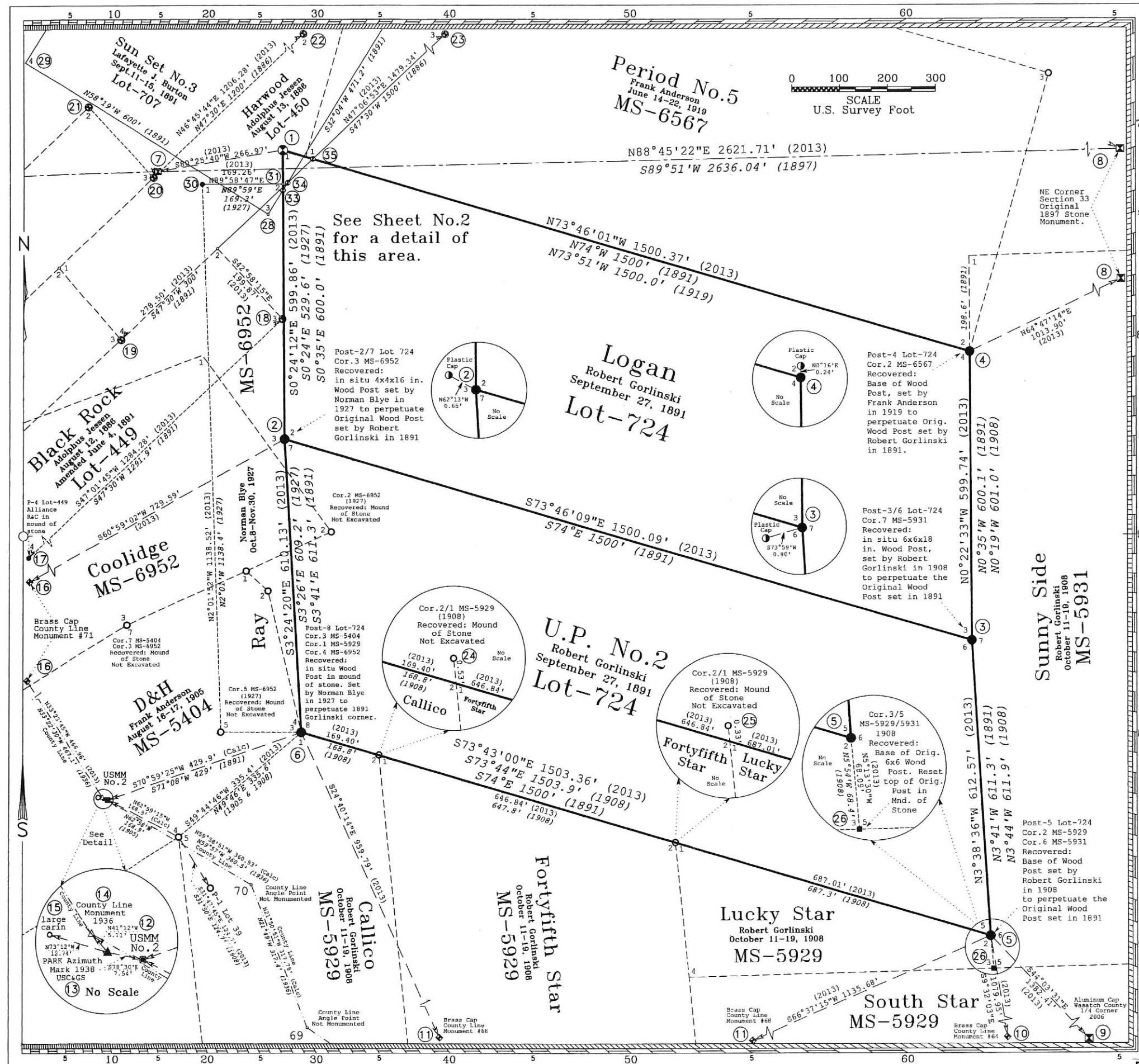
I, Michael Demkowicz, certify that I am a Professional Land Surveyor and that I hold License No. 4857264, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

NOTES

- Topography survey was derived from an aerial survey performed in 2018.
- Refer to Record of Survey S-7976, recorded in the Summit County Recorder's Office, for further boundary details.
- Owner provided description of leased property being Exhibit 1 to memorandum of leased property.



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ CONNOR DINSMORE	TOPOGRAPHIC MAP MINE CLAIM LOT-724: LOGAN & U.P NO.2	SHEET 1 OF 1
	DATE: 01/13/2022	FOR: Bransford Property JOB NO.: 13-7-19 FILE: X:\Empire\dwg\Bransford\130719-Bransford Topography.dwg	

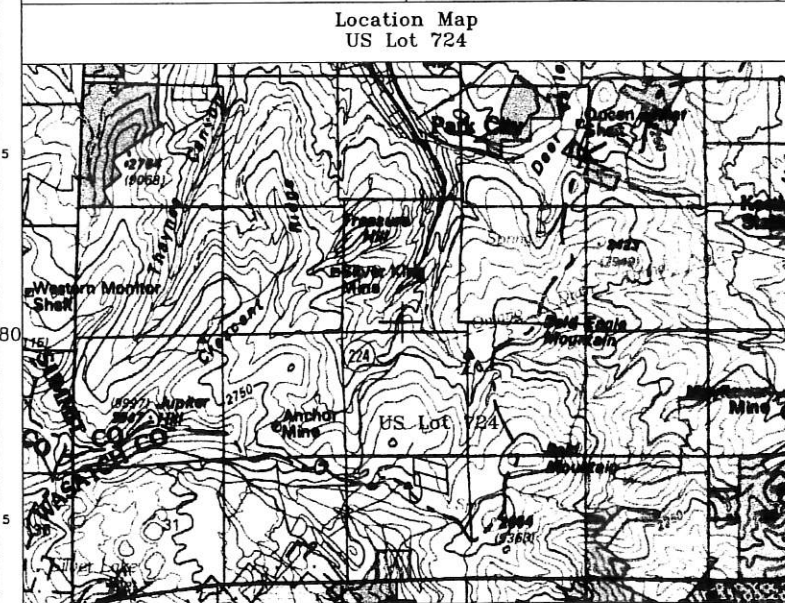


RECORD OF SURVEY

Lot No. 724 M.S. No. 688
Uintah Mining District
Section 28 & 33 Township 2 South, Range 4 East
Salt Lake Base & Meridian
Summit County, Utah

Prepared for
Bransford Land Company
2700 Youngfield Street, Suite 202
Lakewood, Colorado 80215-7055

EXPLANATION	NARRATIVE
Public Land Survey Recovered Public Land Survey Corner as described hereon.	The sole purpose of this survey was to retrace, recover, and re-monument the Original Lines, and Corners of U.S. Lot No. 724 (Mineral Survey No. 688), executed by Deputy Mineral Surveyor Robert Gorlinski on September 27, 1891.
Mineral Surveys Set: 3.25 in. dia. Aluminum Cap affixed to a 2.375 x 36 in. flared bottom pipe. Set: 3.25 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar. Set: 2.5 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar. Set: 0.75 x 24 inch x-drilled steel rod. Calculated position: Not monumented. Recovered: Original in situ Bearing Tree, Used to verify Original Corner position. Recovered: Original Mound of Stones, not excavated, position at center of mound. Recovered: 3 in. dia. Iron Pipe, clearly stamped with Corner and Lot numbers. Recovered: Alliance Engineering Plastic Cap affixed to 0.625 x 18 inch Rebar. Recovered: Red Plastic Cap affixed to a 5/8 inch. Rebar. Marked LS-187821. Recovered: Original 6x6 inch square pine post, reset in a mound of stone (MS-2931). Computed: Original position of US Mineral Monument No. 2, based on Lot-724 & MS-5404.	The Lines and Corners of several overlapping, adjoining, or nearby Mineral Surveys and U.S. Lots germane to the situs and extent of the lands conveyed on October 18, 1892, by Patent No. 22107 (Mineral Certificate No. 1818). No attempt was made during the course of this survey to investigate the existence, situs, or extent of easements, encumbrances, conflicts, or utilities, which may be present within the Original Boundaries as shown hereon.
County Line Recovered: Angle Point in Summit/Wasatch County Line (1936). 1 in. Iron Pipe. Recovered: Angle Point in Summit/Wasatch County Line (1936). 2.5 in. dia. Iron Cap affixed to a 2 in. Dia. Iron Pipe.	LEGAL DESCRIPTION The Boundaries and extent of the Lands conveyed by U.S. Patent No. 22107 on April 18, 1892, are described by metes and bounds in the body of said Official Document, and incorporated herein by this reference. It must be noted, that U.S. Patent No. 22107 expressly excepts and excludes that portion of the Black Rock Lode (Lot 449) embraced within the Boundaries of the Logan Lode. This exception is based on the computed position of Post No. 3 of said Lot 449, as returned by Deputy Gorlinski in 1891. Said Post No. 3 was NOT found during Gorlinski's Survey of the Logan Lode. During the 2013 Survey, ancient monuments purporting to mark several Corners of Lot 449 (as well as Lots 448 & 450) were recovered and accepted as the long established Corners of these Lots.
Geodetic Control PARK Azimuth 1938 Recovered: 3.5 in. dia. Brass Disk set in solid rock as described by USC&GS (CM5708)	BEARINGS & DISTANCES S13°E 600.0(m) = Measured Distance S13°E 600.0(r) = Record values ORIGIN OF COORDINATES NAD83(2011) Epoch 2010.00 Coordinate estimates are based on multiple GPS observations on Control Stations in the Project area, and constrained by the National Spatial Reference System



Certificate of Surveyor
I, Loyal D. Olson III of Evanston, Wyoming, do hereby certify that I am a Registered Land Surveyor in the State of Utah, and that I hold Certificate No. 4954 as prescribed by the Laws of Utah. I also certify that said Certificate is currently valid and in good standing.

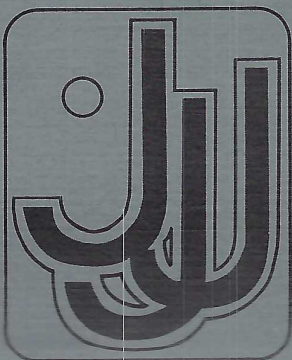
I hereby affirm that the information depicted hereon, is an accurate representation of the results of an actual retracement and dependent resurvey of the described surveys and monuments thereof as indicated, and that the monuments shown hereon were recovered and/or set as described.

LOYAL D. OLSON III
Consulting Surveyor
207 Troy Ct. Evanston, Wyoming 82930
(307) 789-0291

BRANSFORD PROPERTY

FEASIBILITY STUDY

prepared for
MARILYN A. BRANSFORD
December 1981



J.J. Johnson & Associates

Civil Engineering
Land Planning
Surveying

CONTENTS

1. Introduction
2. Logan/UP #2
 - A. Site analysis
 - B. Density/zoning analysis
3. Silver Bond/Horn Silver/Point Junction
 - A. Site analysis
 - B. Density/zoning analysis
4. Dutchman
 - A. Site analysis
 - B. Density/zoning analysis
5. Utility Analysis
6. Conclusion
7. References

INTRODUCTION

J. J. Johnson & Associates have been contracted to prepare a parcel analysis regarding six (6) mining claims owned jointly by Bransford Estate and United Park City Mines Company. The following is a list of those mining claims and the percent of ownership of each.

	<u>Ownership</u>	
	<u>Bransford Estate</u>	<u>U.P.C.M. Co.</u>
Dutchman-M.S. 3008	25%	75%
Silver Bond - Lot 123	66.67%	33.33%
Horn Silver - M.S. 5398	66.67%	33.33%
Point Junction - Lot 125	66.67%	33.33%
U.P. No 2 - Lot 724 (1)	55%	
Logan - Lot 724 (2)	55%	36% (1 & 2)

The first four of the listed claims fall westerly of the Deer Valley and Greater Park City demarcation line, and thusly Greater Park City would be a part to the surface interest held by the United Park City Mines Company.

The last two claims currently fall within the property interest of the Deer Valley Lease, and thusly Deer Valley Resort Company would be a party to that surface interest held by the United Park City Mines Company.

Deer Valley Resort is in the process of decreasing the present leased area. The proposed boundary is indicated on the location map (see figure 1).

The Dutchman, Logan and U.P. No. 2 Mining Claims fall within Summit County jurisdiction while the other three (3) claims are under Wasatch County Jurisdiction (see location map No. 1). All six mining claims are south of Park City, Deer Valley Resort and Park City Resort and are accessed by Highway 224, an unimproved road connecting Park City, Brighton and the Heber Valley. This access is currently a 20 - 25 foot wide gravel road with grades up to 14%. The road is only open to the automobile during the summer months (April - November). During the winter months (December - March), it is used as a major snowmobile trail. The Utah Department of Transportation has future plans to improve this highway for year round automobile use; however, that action is based on development and population demand.

The environmental information gathered for this report is general in nature, therefore, site specific data is recommended prior to development to guarantee no underlying problems. The following sections will address site, zoning and density analysis for the above mentioned parcels.

SITE ANALYSIS

Logan and U.P. No. 2 mining claims are located on the east slope of Flagstaff Peak and extend east to the Ontario Canyon drainage swale (see figure 1). This parcel contains approximately 40 acres lying just north of the county line in Summit County.

Slopes ranging from 10 to 70 percent descend convexly north along the ridgeline and east in a terraced pattern. Approximately 13 acres of the site have a grade greater than 30 percent leaving approximately 27 acres with grades of less than 30 percent, which is 68 percent of the total site area.

The site drops in elevation from 9100 feet to 8700 feet at the lowest convergence point of the Ontario Canyon drainage and the east parcel boundary line (see figure 2).

The ridgeline is dominated on its east side by rock outcroppings, varying from slight protrusions above the landscape to prominent nearly vertical cliffs. Sparse amounts of grasses and sedge occur on the very shallow soil material. In places, scrubby conifers and shrubs grow in clumps or as individual plants mainly in cracks and small pockets of soil material. The effective rooting depth is approximately 19 inches (1).

The remainder of the site terraces in three gradual steps to the northeast. Its soil is very deep and well drained with moderate to high content of organic matter occurring in the surface layer. In a typical profile, the surface is very dark brown, loam, about 6 inches thick. The first underlying layer is very dark brown, very cobbly loam about 21 inches thick. The second underlying layer is brown, very cobbly sandy loam about 31 inches thick. The third underlying layer is dark grayish brown very cobbly sandy loam, to a depth of more than 60 inches. The soil is neutral throughout. Rock fragments are boulders, stones, cobbles and gravel and the content is 10 percent in the surface layer, 50 percent in the first underlying layer and 70 to 75 percent in the remaining layers. Permeability is moderate to moderately rapid. Available water capacity is moderately low. Surface runoff is medium and erosion hazard is slight under natural vegetation and high where vegetation is removed and the soil is left bare.

The typical vegetation in the terraced area consists of aspen scattered with conifers, snowberry, elderberry, mountain brome grass and slender wheatgrass. The effective rooting depth is 60 inches. The soil layers in the terraced area average 10

to 12 feet in depth, while the ridgeline and rock outcropping area has only a maximum of three (3) feet surface soils before reaching bedrock (1).

The average annual precipitation is 35 to 45 inches. The majority of precipitation which falls on the site each year accumulates as a thick snowpack during the winter months. An average of 280 inches can be expected annually.

Irregular surfaces, good vegetation coverage and moderate climatic conditions indicate a slight avalanche hazard. The south end of the bowl and its east slopes have a moderate danger because of its lack of vegetation and steep slopes.

Seventy percent of the site is located on a Weber Quartzite formation. The remainder of the area has been plotted by the U. S. Geological Survey as pockets of intrusive porphyries. The structural capabilities of all formations found on site are considered acceptable for contemplated construction.

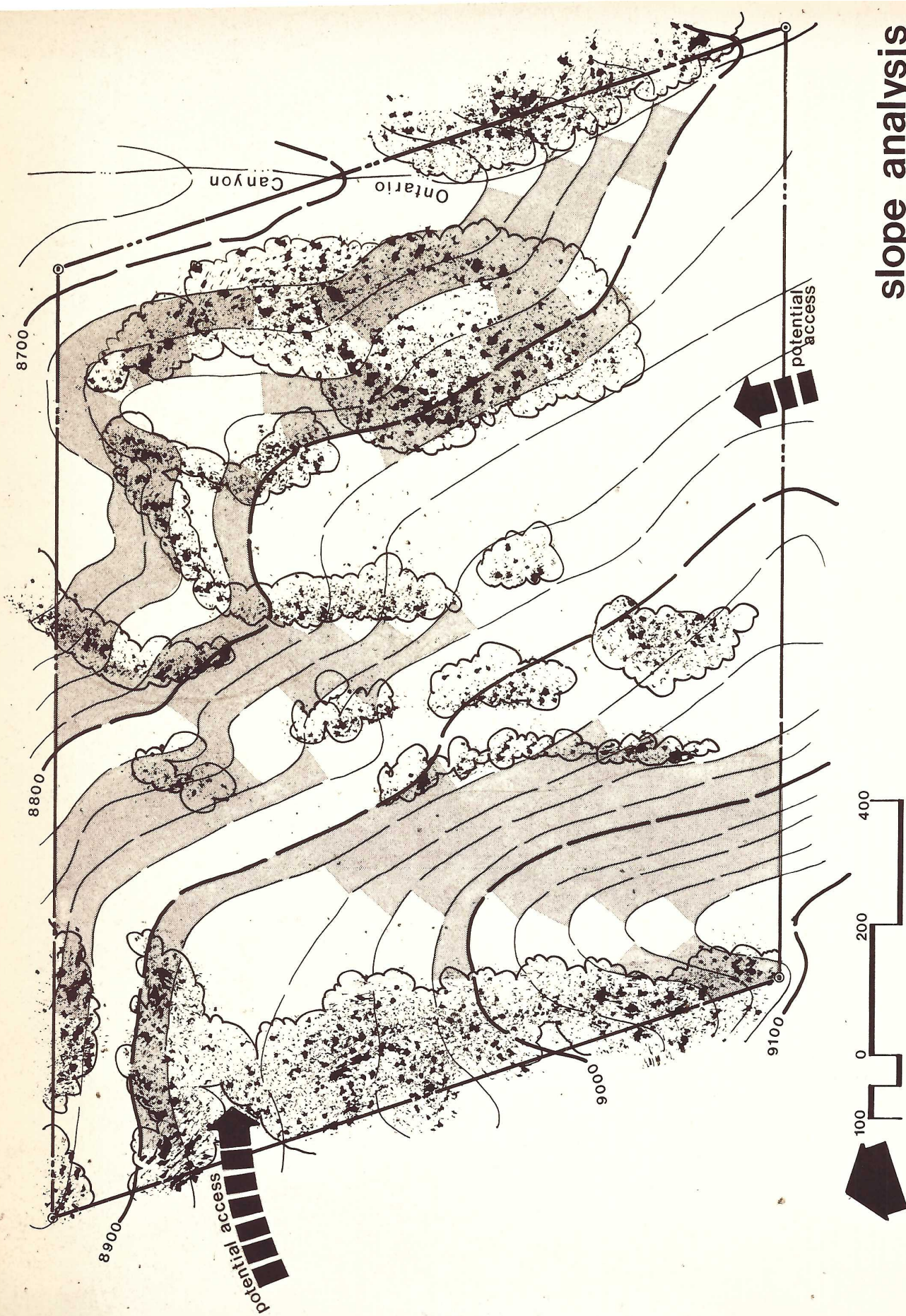
Two small earthquake faults are located on the site and two other faults parallel the north and south boundary lines (2). This general area is considered part of the Intermountain Seismic Belt (I.S.B.). The Wasatch Fault, which at its closest point lies 16 miles due west of Park City, is one of the largest and most seismically active faults in the I.S.B. Although many faults have been recognized in the Park City Mining District, none are known to show evidence of recent activity (4).

The mean annual temperature ranges between 35 and 50 degrees (1). Northwest storm winds are slowed significantly by the Wasatch Mountains to the west. The site is partially sheltered from storm winds by the west ridgeline and thick conifer stands. The sites moderate to good solar orientation would appear to increase the frost free season which averages 50 to 70 days (1).

Wildlife typical to this habitat might be grouse, woodpeckers, squirrels, procupine, hare, deer and elk. (1)

Nordic skiing and snowmobiling are the dominant forms of winter recreation in this area. A formal access for downhill skiing is not available to the area at this time, however, Deer Valley Resort has a preliminary lift and ski run plan proposed for the north side of Flagstaff Mountain to be developed in the future. This would make available possible ski-in/ski-out facilities for this site.

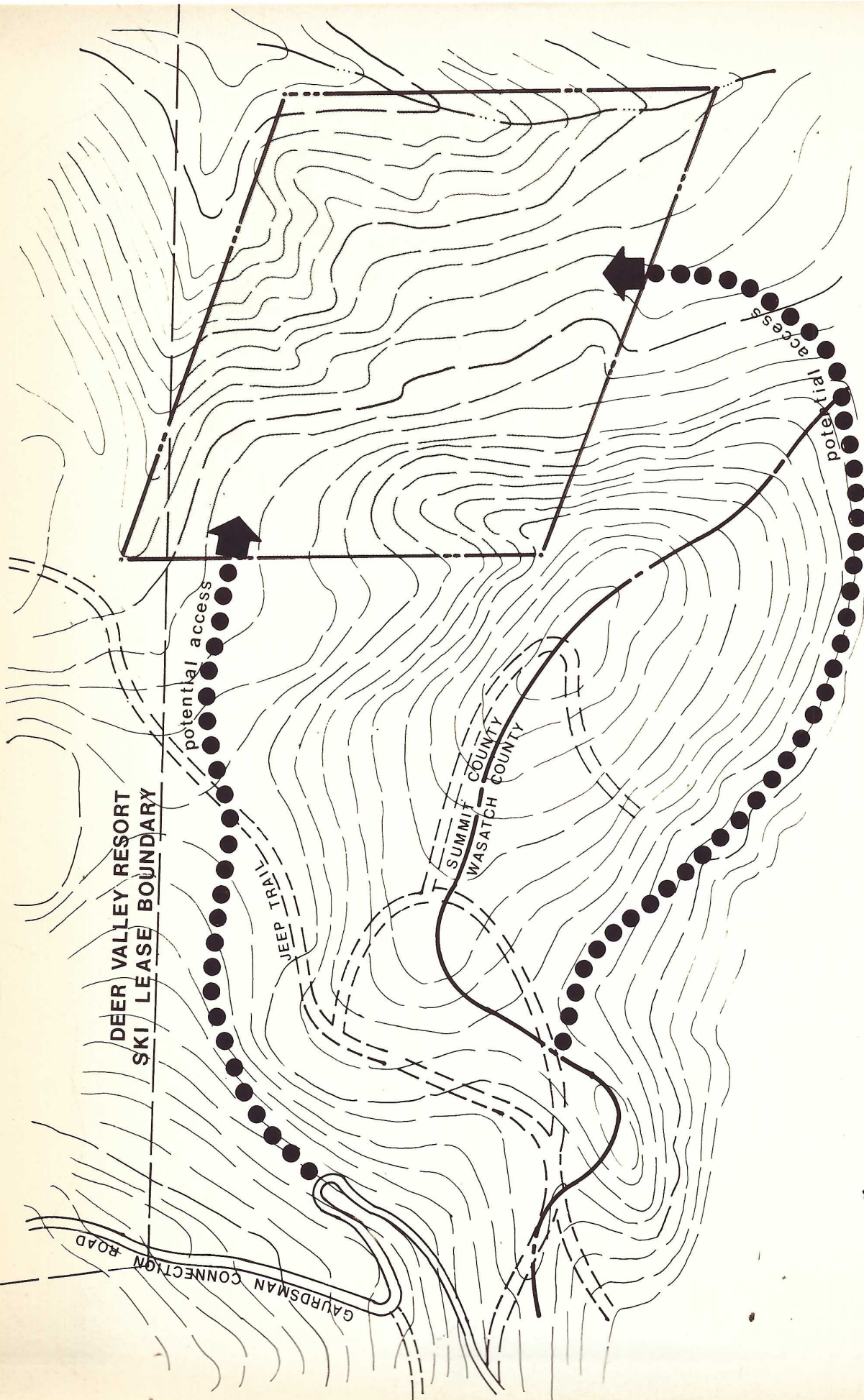
Views are predominantly short range due to the close proximity of the mountains which surround the site. Access to the northwest corner of the site can currently be reached by way of an unimproved roadway from the Guardsman Connection Road (State Highway 224) originating at the summit (see access map No. 3). At the present time, the access point is approximately 150 feet northwest of the site. Any future access to the site would have to be coordinated with surrounding developers.



slope analysis

above 30 %

LOGAN / U.P. no.2



access

- dirt road
- gravel road
- county line
- parcel boundary

FIGURE

LOGAN / U.P. no.2

DENSITY / ZONING ANALYSIS

Logan & U.P. No. 2 mining claims are currently zoned agriculture-grazing (AG-1) which allows one (1) dwelling unit/40 acres or a total density on this site of one (1) unit. To achieve a greater density, it will be necessary to rezone the property. At the present time Recreation 5 (R-5) or Recreation 1 (R-1) under the Planned Unit Development Exception, would be the best possibilities. These zones would not require any improvement to the present access road (Guardsman-Brighton Connection) and under R-5 a central water system may be waived by the Planning Commission. Density is calculated only on ground under 30% and a density bonus of 50% is given for the P.U.D. exception. Under the R-5, you could achieve a total density of 7 units. This allows 5 units for the 27 acres under 30% and 2 units for the 50% bonus. Under the R-1 zone you could achieve a total density of 40 units. This allows 27 units for the 27 acres under 30% and 13 units for the 50% bonus. It typically takes 9 - 12 months to take a site plan through rezone and the preliminary submittal process and another 2 - 3 months for final plat approval.

Of this 27 acres, there are 19 acres which should be accessible for development. This should accommodate a density of 60 - 70 multi-family units. This would be a long-range goal. To achieve this density, it would be necessary to rezone the property to a Rural Residential 2 designation (RR-2 will accommodate 1 unit per 1/2 acre) or annex the site and all the property between to Park City. For this to happen, it would be necessary to fully improve Guardsman-Brighton Connection, provide water and sewer systems and the other utilities as discussed under the utility section of this report. Proposed densities are based on a slope analysis on U.S.G.S. topography. These numbers may vary when refined contours are obtained.

CONCLUSION

Of the six mining claims, five have long-term development potential; Silver Bond, Horn Silver, Point Junction, Logan and U.P. #2. Each have a reasonable percentage of land considered developable with a possibility of access off Highway 224 of under 10%.

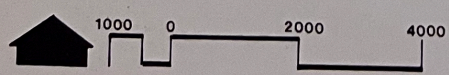
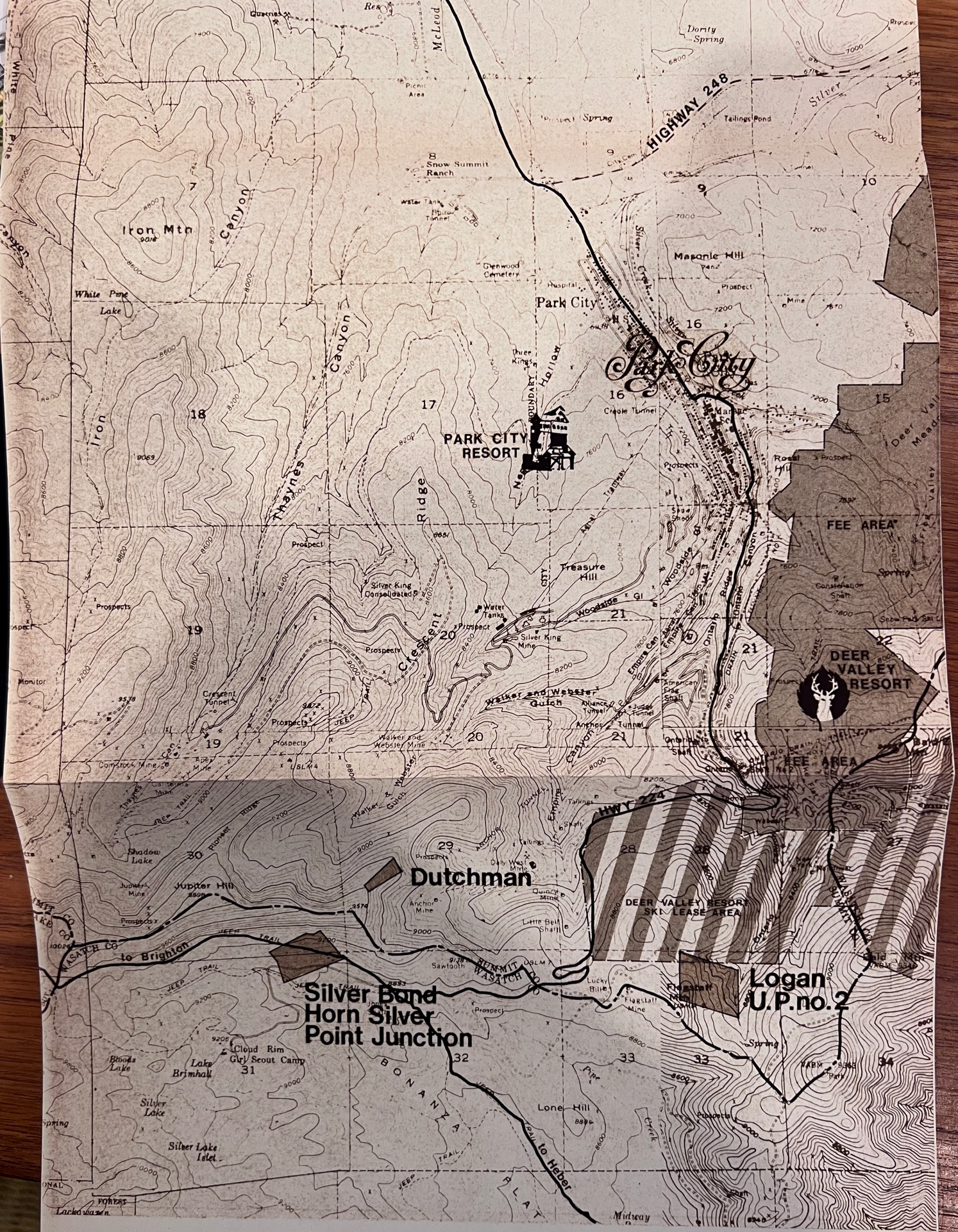
Their remoteness to other major developments and the negative political atmosphere surrounding development in this area make rezoning or development unadvisable at the present time. It is recommended that the parcels be developed in conjunction with the surrounding property. This will defer some of the development costs incurred by the developer. Also, the political powers would be more receptive to the development if it is part of a large-scale planned unit development, rather than individual developments scattered throughout the area.

U.P. No. 2-Logan Parcel

Water - same as the Dutchman Parcel if wells are considered. Water may be piped up the Guardsmen connection Road via the same system that would supply the Dutchman and Silver Bond-Horn Silver-Point Junction Parcel. Additional expense would be about \$60,000. Independent expense would be about \$200,000.

Sewer - same as the Dutchman Parcel. An alternative that might be available would be to pipe the sewage into the Snyderville Basin Sewer Improvement District system near Deer Valley Resort's Silver Lake Lodge. An easement may be negotiated for.

Power, Gas, Telephone - same as for the Dutchman Parcel.



location map

WHEN RECORDED, RETURN TO:

Bransford Land Company, LLC
P.O. Box 681318
Park City, UT 84068

01157840 B: 2647 P: 1412

Page 1 of 20

Rhonda Francis Summit County Recorder

03/11/2021 03:02:50 PM Fee \$40.00

By High Country Title

Electronically Recorded

Affects Summit County Parcel Nos: See Exhibits

ACCESS AND UTILITY EASEMENT AGREEMENT
[Twisted Branch, Red Cloud Trail, and Unimproved Areas]

THIS ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is made as of the 11 day of March, 2021 (the "**Effective Date**"), by and between **REDUS PARK CITY LLC**, a Delaware limited liability company ("**Redus**"), for itself and as declarant for the Empire Pass Master Owners Association, Inc., a Utah nonprofit corporation ("**EPMOA**"), and **BRANSFORD LAND COMPANY, LLC**, a Utah limited liability company ("**Bransford**"). Redus and Bransford are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Redus is a declarant under the Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass recorded December 14, 2004 as Entry No. 719855 with the Summit County Recorder as amended by that certain Certificate of Amendment to 2004 Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass recorded June 12, 2019 as Entry No. 1112485 with the Summit County Recorder (collectively, the "**Master Declaration**").

B. EPMOA owns the underlying fee to portions of a private road commonly referred to as "**Red Cloud Trail**" located within the Red Cloud subdivision, as shown in the Red Cloud Subdivision Official Plat recorded January 27, 2005, as Entry No. 724721 in the office of the Summit County Recorder, as amended by Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision, recorded July 31, 2006, as Entry No. 785276 in the office of the Summit County Recorder and depicted on Exhibit A (the "**Red Cloud Trail Access Area**").

C. The instrument by which EPMOA obtained title to Red Cloud Trail also reserved unto Redus, as successor to the original holder of the reserved rights, the right to unilaterally grant further easements, including without limitation, easements over Red Cloud Trail, including the Red Cloud Trail Access Area.

D. Redus owns the underlying fee to a private road commonly referred to as "**Twisted Branch**", legally described on Exhibit B and depicted on Exhibit B-1 (the "**Twisted Branch Access Area**").

E. Redus also owns certain real property east of the Red Cloud Trail Access Area, more particularly described on Exhibit C and depicted generally on Exhibit C-1 as “Parcel A (east of RC-2)” and “Parcel B” (collectively the “**Red Cloud Parcels**”), “R-2a”, and “Home Station & Luckey Bill (east of Red Cloud Subdivision)” (collectively with the Red Cloud Parcels, the “**Unimproved Access Areas**”), as also depicted in that certain Access and Utility Easement Agreement as the “Easement Area” (as further depicted on Exhibit C therein) and recorded with the Summit County Recorder on July 11, 2018 as Entry No. 01094893.

F. The Red Cloud Trail Access Area, the Twisted Branch Access Area, and the Unimproved Access Areas, are sometimes referred to herein collectively as the “**Bransford Access Area**”.

G. Bransford owns certain real property located in Summit County, State of Utah, which real property is described on the attached Exhibit D (the “**Bransford Property**”). The Bransford Property is in the vicinity of the Bransford Access Area, but is not contiguous to the Bransford Access Area.

H. Bransford claims historic access (“**Claimed Access**”) to the Bransford Property from Guardsman’s Road (also known as Marsac Avenue or SR 224) as further described in that certain Notice of Interest and Claim in Roadway recorded with the Summit County Recorder on May 22, 2020 as Entry No. 01132621 (the “**Notice**”) and is engaged in a lawsuit with respect to the Claimed Access and Notice and other matters.

I. Without acknowledging, consenting, or agreeing to Bransford’s Claimed Access, and subject to all of the terms and conditions of this Agreement, Redus, as fee owner, holder of reserved easement rights, and a declarant for EMPOA is willing to grant to Bransford a non-exclusive, perpetual easement for access over the Bransford Access Area and for utilities over a portion of the Unimproved Access Areas for the purpose of facilitating the development of the Bransford Property for the Approved Uses identified in Section 2 hereof.

A G R E E M E N T

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:

1. **Conditions Precedent.** All of the terms of this Agreement are expressly conditioned upon the satisfaction of the following conditions:

(a) Legal Access between Unimproved Access Areas and Bransford Property. Prior to commencing any construction on or over the Unimproved Access Areas, the Bransford Property must have obtained record legal access over the real property located between the Unimproved Access Areas and the Bransford Property, such area currently being a portion of the “BLX Property” benefitted by and further described and defined in that certain Access and Utility Easement Agreement [Twisted Branch and Red Cloud Trail] recorded with the Summit County Recorder on July 11, 2018 as Entry No. 01094892, at such locations approved by or for the underlying fee owner(s) thereof;

(b) Release of Notice of Interest. Bransford shall have executed and recorded in the official records of the Summit County Recorder a full release of the Notice, in a form agreed to by separate written agreement between the Parties; and

(c) Payment to Redus. Bransford shall have paid to Redus such amounts as agreed to by a separate written agreement between the Parties executed contemporaneously herewith.

2. Ingress and Egress Easement. Subject to the terms and conditions of this Agreement, Redus, for itself and as declarant for EPMOA, hereby grants to Bransford, a perpetual, non-exclusive and continuous easement and right-of-way (the “**Access Easement**”), over, upon, and across the Bransford Access Area on the terms set forth herein. The Access Easement is limited to vehicular and pedestrian ingress and egress over the Bransford Access Area and further, access over the Unimproved Access Areas is limited to the specific location approved in writing in advance by Redus, which approval shall not be unreasonably withheld, conditioned, or delayed, and in coordination with BLX (defined below). Bransford hereby covenants and agrees that the Bransford Property shall be developed only for the following approved uses (the “**Approved Uses**”): single-family homes and accessory/ancillary structures; chapel; open space, trails and other similar uses; conservation uses as allowed or required by a conservation easement; firebreak and fuels reduction; and for recreational ski/bike/hike/multipurpose trails, ski runs, lifts, skier amenities and other improvements related thereto and the provision of skier services thereon.

3. Utility Easement. Subject to the terms and conditions of this Agreement, Redus, for itself and as declarant for EPMOA, hereby grants to Bransford a perpetual, nonexclusive easement and right-of-way (the “**Utility Easement**”) to install, construct, maintain, repair, replace, and operate underground public and quasi-public utility facilities (collectively, the “**Utility Facilities**”) within the Unimproved Access Areas; provided however such Utility Facilities shall only be constructed at locations and connected pursuant to plans and specifications approved in writing in advance by the applicable service providers and by Redus, which Redus approval shall not be unreasonably withheld, conditioned, or delayed, and in coordination with BLX (defined below). Bransford, at its sole cost and expense, shall install, construct, maintain, repair, replace and operate the Utility Facilities installed by Bransford or Bransford’s contractors, subcontractors or employees in a good and safe condition and in compliance with all applicable laws, rules, regulations and ordinances.

4. Coordination with BLX. The Utility Easement and the Access Easement are collectively referred to herein as the “**Easements**”. Bransford acknowledges and agrees that the Easements are expressly nonexclusive and that Redus has previously granted to BLX Pioche LLC, 32 Dom Mayflower LLC, and RH Mayflower LLC, each a Delaware limited liability company (collectively, and with their respective successors and permitted assigns, “**BLX**”), certain access and utility rights, covenants and agreements affecting the Bransford Access Area as more particularly described in that certain Access and Utility Easement Agreement [Twisted Branch and Red Cloud Trail] by and between Redus and BLX dated July 11, 2018 and recorded with the Summit County Recorder on the same date as Entry No. 01094892 and that certain Access and Utility Easement Agreement [R-2A] by and between Redus and BLX dated July 11, 2018 and recorded with the Summit County Recorder on the same date as Entry No. 01094893

(the “**BLX Agreements**”). Bransford acknowledges and agrees that (a) the Easements and road across the Unimproved Access Areas must be coordinated with BLX, and (b) the Utility Facilities may only be installed, constructed, maintained, repaired, replaced, and operated in coordination with BLX and with the prior approval of Redus and applicable service providers as set forth in Section 3 above. The Parties acknowledge the placement and construction of the Easements may require an amendment to the Red Cloud Subdivision Plat approved by Park City and Redus agrees to cooperate, as to any land that Redus owns within a proposed amendment to the Red Cloud Subdivision Plat, with such amendment to allow Bransford to use the easements described herein, at no cost to Redus.

5. **Repair of Damage.** If, in connection with the use and enjoyment of the Easements hereby granted, any landscape, sidewalk, roadway surface or other improvements of or on the Bransford Access Area are damaged or destroyed by one or more of Bransford, the Bransford Parties (defined below) or any of their respective contractors, subcontractors or employees, then, within thirty (30) days (or such longer period as may be reasonably necessary therefor, so long as Bransford shall commence any necessary cure within such thirty (30)-day period and diligently prosecute the same to completion) thereafter, Bransford shall repair or replace, or cause to be repaired and replaced on a lien-free basis, such damaged or destroyed improvements to a condition as near as practical to that existing before any such damage or destruction.

6. **Development Agreement.** The Easements granted herein are subject to the restrictions, conditions and rights contained in that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn’s Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the “**Development Agreement**”). Bransford shall not allow the Bransford Parties, or any of them, to use the Easements over the Bransford Access Area to benefit lands located in Wasatch County, Utah.

7. **Rights Run With The Land/Personal Easement/Assignability.** Subject to the terms hereof, all provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. The Easements and applicable provisions of this Agreement are personal to Bransford and may not be assigned or transferred to another party without the prior written consent of Redus, which consent may be withheld in Redus’ sole discretion. Notwithstanding the foregoing, Bransford may assign its rights hereunder to any subsequent owner of the Bransford Property, or any portion thereof, and to any homeowners’ association formed in connection with the development of the Bransford Property (the “**Bransford HOA**”) (collectively, with Bransford, the “**Bransford Parties**” or singularly a “**Bransford Party**”), without the prior written consent of Redus or its successor. The Bransford Parties shall be permitted to grant temporary licenses to use the Bransford Access Area to their respective agents, invitees, employees, and contractors solely for purposes of, and in connection with, construction, maintenance, and development of, or access to and from, the Bransford Property. Redus may assign this Agreement and its rights and obligations hereunder to EPMOA provided that EPMOA must first provide a written acceptance and assumption agreement satisfactory to Bransford and Redus, each in the exercise of their reasonable discretion.

8. **Term of Easements.** The Easements granted herein are perpetual in nature and shall remain effective so long as the Easements are being utilized by the Bransford Parties, or any of them, in accordance with the terms and conditions of this Agreement. If a Bransford Party fails to use the Easements in accordance with the terms and conditions of this Agreement, then the Easements shall terminate as to that particular Bransford Party. Should the Bransford Access Area, or any portion thereof, become a public road, then this Agreement shall automatically terminate as to such portion. In addition to the foregoing, should the Bransford Property be used for a purpose other than the Approved Uses or become part of EPMOA through the filing of a Supplemental Declaration or otherwise, then this Agreement shall automatically terminate.

9. **Reservation of Rights.** Redus hereby reserves the following rights, for itself and its successors and assigns, and any other holder of fee title to the Bransford Access Area (collectively, the “**Redus Parties**”), in their sole discretion and without the consent or approval of Bransford or any other individual or entity with rights in and to the Bransford Access Area (with the following list not being a limitation on any other rights the Redus Parties may reserve from time to time with respect to their respective interests in the Bransford Access Area, so long as reasonable access is granted and available to the Bransford Parties consistent with the terms of this Agreement):

(a) to sell, encumber, lease, convey, dedicate or otherwise transfer ownership of all or any portion of the Bransford Access Area, including, without limitation, dedicating all or any portion of such Bransford Access Area to any state agency or local municipality for use as a public road, but only to the extent consented to by Redus in a separate, future writing;

(b) to maintain the Bransford Access Area as and when the Redus Parties deem necessary and appropriate; and

(c) to alter any existing improvements currently located on the Bransford Access Area and/or to install additional improvements on the Bransford Access Area, including, without limitation, installing gates at locations as the Redus Parties deem appropriate from time to time, so long as EPMOA and/or Redus shall provide keys or access codes to the Bransford Parties for any such gate(s) leading to or located on the Bransford Access Area (provided that it is understood and agreed by the Parties hereto that access may be denied to the Bransford Access Area as expressly set forth in this Agreement and in accordance with the terms of this Agreement).

10. **Maintenance, Repair and Replacement.** Except as set forth in Section 10(a) below, the ongoing maintenance, repair and replacement of the Bransford Access Area and related improvements, including, without limitation, gates, utility sleeves, culverts, landscaping and snow removal, each to the extent occurring within the Bransford Access Area, and the costs and expenses for snow removal performed by EPMOA on Marsac Avenue pursuant to the Development Agreement (collectively, the “**Road Maintenance**”), shall be performed by EPMOA or its assigns (in accordance with the Master Declaration); provided, however, that EPMOA’s obligations to perform (or cause to be performed) the Road Maintenance shall, at EPMOA’s election and in its sole discretion, be conditioned upon the users of the Bransford

Access Area paying their respective shares of the costs and expenses for such Road Maintenance to the extent the same are due and owing to Redus.

(a) The ongoing maintenance, repair and replacement of the Unimproved Access Areas and related improvements, including, without limitation, utility sleeves, culverts, landscaping and snow removal, each to the extent occurring within the Unimproved Access Areas shall be the responsibility of the Bransford Parties, in coordination with BLX.

11. **Payment of Costs.** Redus shall allocate, in a commercially reasonable manner, all Road Maintenance costs (for the Bransford Access Area and Marsac Avenue) incurred by Redus, to the users of the Bransford Access Area (including the Bransford Parties); or if assigned in accordance with the terms of this Agreement, the reasonable Road Maintenance costs incurred by the assignee. Redus shall invoice Bransford annually, in advance, for estimated Road Maintenance costs. Bransford hereby covenants and agrees, and each of the Bransford Parties by acceptance of a conveyance of fee title to any portion of the Bransford Property covenants and agrees, jointly and severally, to pay the share of the Road Maintenance costs and expenses (which shall include a reasonable reserve fund allocation for capital expenditures in connection with the Road Maintenance and may include specific assessments in connection with construction impact fees and related charges in connection with maintenance and repairs resulting from the use of the Bransford Access Area in connection with the development of the Bransford Property) allocated to the Bransford Property (the “**Bransford Share**”), within thirty (30) days after receiving an invoice therefor from Redus. Bransford acknowledges and agrees, for itself and the Bransford Parties that Redus may, in accordance with commercially reasonable accounting and management principles, both reasonably estimate, and finally determine, the Road Maintenance costs for each calendar year during the term of this Agreement and invoice to Bransford each month the Bransford Share applicable to such month. Within one hundred twenty (120) days after the end of each calendar year during the term of this Agreement, or within such longer period of time as may be reasonably necessary (not to exceed an additional one hundred twenty (120) days), Redus shall furnish to Bransford a statement of the actual Road Maintenance costs incurred for the preceding calendar year and the Bransford Share of the actual Road Maintenance costs incurred. If the Bransford Share of the Road Maintenance costs for that calendar year exceeds the annual payments made by Bransford, then Bransford shall pay Redus the deficiency within thirty (30) days after receipt of the statement. If the payments of the Bransford Share made during that calendar year exceed the Bransford Share of the Road Maintenance costs for that calendar year, then, at Redus’ option, either Redus, or its successors or assigns, shall pay Bransford the excess at the time Redus furnishes the statement to Bransford, or Bransford shall be entitled to offset the excess against the next installment(s) of Road Maintenance costs due. Notwithstanding the foregoing, Redus agrees that until such time as Bransford has commenced developing or otherwise installing or constructing improvements on the Bransford Property, the Bransford Share shall be zero (0).

12. **Remedies.** If the Bransford Share is not paid in full on or before the expiration of the above-referenced 30-day period, then Redus shall provide Bransford (or the then-current party identified for notices under this Agreement in accordance with Section 17 below) with an additional notice stating that the Bransford Share must be paid within ten (10) days (the “**Final Notice Period**”) or Redus shall have the right to exercise its remedies under this Agreement. If

the Bransford Share is not paid in full on or before the expiration of the Final Notice Period, then Redus shall have the right to pursue any and all remedies available under law or in equity, including, without limitation, the right to prevent the Bransford Parties from using the Bransford Access Area through any legal and lawful means, including, without limitation, denying the Bransford Parties access to the Bransford Access Area through locking of gates, changing access codes, or otherwise preventing access to the Bransford Access Area. Notwithstanding the foregoing, if the Bransford Share is not paid as and when due, then in addition to, and not in lieu of, any other remedies available to Redus, Redus may charge the Bransford Parties interest on the outstanding Bransford Share amount at the greater of: (a) fifteen percent (15%) per annum; or (b) a rate equal to four percent (4%) over the commercial lending rate quoted by Wells Fargo Bank, N.A. from time to time.

13. **Additional Obligations with Respect to Easements Over Red Cloud Parcels.**

The easements over the Red Cloud Parcels are expressly non-exclusive and any development thereon by Bransford must be coordinated with Redus, EPMOA, or its successors or assigns, and Red Cloud Subdivision Homeowner's Association, Inc., a Utah nonprofit corporation, or its successors or assigns (collectively with EPMOA the "Associations"). Bransford hereby acknowledges that Redus has not represented to Bransford that it has the power or authority to grant any third-party approvals to Bransford for Bransford's use of the Red Cloud Parcels and that Bransford agrees to undertake to obtain any approvals required under the governing documents of each of the Associations for any improvements to be placed thereon. Bransford also acknowledges that Redus has informed Bransford that the Red Cloud Parcels are being used or are contemplated to be used by others, including without limitation, lot owners within the Associations and/or the Talisker Club.

14. **Relocation.** Redus may relocate the Bransford Access Area, at the sole cost and expense of Redus, so long as the relocation does not interfere materially with the use and purposes of the above-described Easements.

15. **Indemnification.** The Bransford Parties shall indemnify, defend, and hold harmless Redus and the Redus Parties and their respective affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorney fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Bransford Parties, arising out of the use of the Bransford Access Area by such Bransford Parties, except to the extent such claims are due solely to the negligence or willful act or omission of Redus or the Redus Parties.

16. **No Public Dedication/No Third Party Beneficiaries.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easements, and the rights herein created are for private use of the Bransford Parties, and no other. This Agreement is not intended to confer benefits on any other party.

17. **Notices** All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after

shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Bransford Parties:	Bransford Land Company, LLC P.O. Box 681318 Park City, Utah 84068 Attention: Manager Email: bransfordland@gmail.com
If to Redus:	Redus Park City LLC c/o Wells Fargo Bank, Wholesale Commercial ORE 333 Market Street, 17th Floor San Francisco, CA 94105 Attention: David Ash Email: david.ash@wellsfargo.com
with a copy to:	Wells Fargo Bank, N.A. c/o Wells Fargo Law Department 333 Market Street, 27 th Floor San Francisco, CA 94105 Attention: Alilda Ferraro, Esq. Email: alilda.ferraro@wellsfargo.com
and, with a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Wade R. Budge, Esq. Email: wbudge@swlaw.com

The Parties shall be responsible for notifying each other of any change of address.

18. **Miscellaneous.** If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles. All references in this Agreement to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Agreement. All such exhibits attached hereto are incorporated into this Agreement as though fully set forth herein. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Parties, or their successors or assigns, and recorded in the office of the Summit County Recorder

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

REDUS:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.,
a Delaware corporation

Its: Manager

By: 

David Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On Mar 10, 2021 before me, P. Gammon
(insert name and title of the officer)

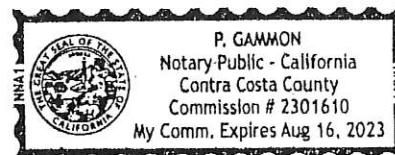
personally appeared David L. Ash
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



BRANSFORD:

BRANSFORD LAND COMPANY, LLC,
a Utah limited liability company

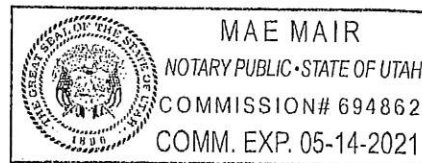
By: Anne L. Bransford
Anne L. Bransford, Manager

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of March, 2021 by Anne L. Bransford, as the Manager of BRANSFORD LAND COMPANY, LLC, a Utah limited liability company.

Ma Ma
Notary Public

Residing at: Heber City, UT
My Commissions Expires: 5-14-2021



CONSENT

Redus Park City LLC, as declarant of the Red Cloud Subdivision Homeowners Association, Inc., a Utah nonprofit corporation, hereby consents to the foregoing Access and Utility Easement Agreement, pursuant to the powers reserved to declarant under the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision dated January 20, 2005 and recorded January 27, 2005 as Entry No. 00724722 with the Summit County Recorder.

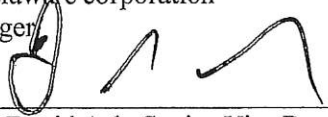
**RED CLOUD SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,**
a Utah nonprofit corporation

By: REDUS PARK CITY LLC,
a Delaware limited liability company
Its: Declarant

By: REDUS Properties, Inc.,
a Delaware corporation

Its: Manager

By:


David Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On Mar 10, 2021 before me, P Gammon
(Insert name and title of the officer)

personally appeared David Ash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

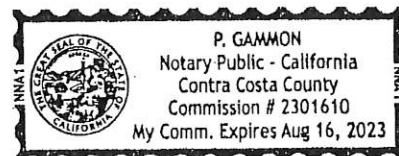
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

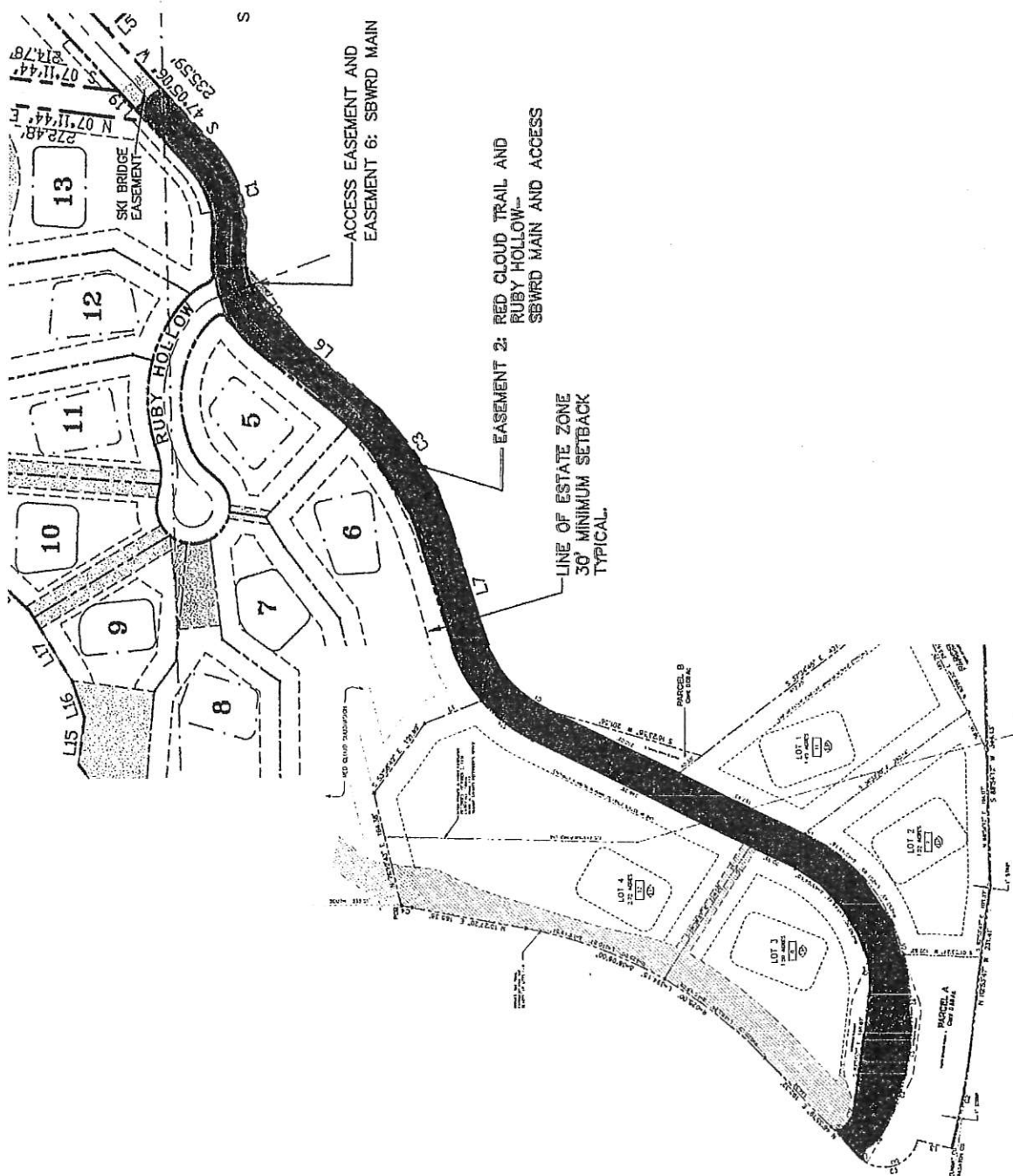


(Seal)



Signature Page to Access and Utility Easement Agreement

EXHIBIT A TO EASEMENT
[Depiction of Red Cloud Trail Access Area]



Red Cloud Trail, Red Cloud Subdivision, as amended
 (Originally part of Tax Identification No. PCA-S-98)

EXHIBIT B TO EASEMENT
[Legal Description of the Twisted Branch Access Area]

A parcel of land located in the west half of Section 28, the southeast quarter of Section 29, the northeast quarter of Section 32 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 00°30'49" West 157.00 feet coincident with the section line and East 643.05 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian (a 3-1/4" aluminum cap and pipe was set on the section line South 00°30'49" West 12.00 feet from the quarter corner location), said point being on the boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the office of the recorder, Summit County, Utah; and running thence along Marsac Avenue Right of Way South 64°06'13" East 50.00 feet; thence South 25°53'47" West 31.85 feet to a point on a curve to the left having a radius of 475.00 feet, of which the radius point bears South 64°06'13" East; thence along the arc of said curve 196.38 feet through a central angle of 23°41'17"; thence South 02°12'30" West 123.76 feet to a point on a curve to the left having a radius of 375.00 feet, of which the radius point bears South 87°47'30" East; thence along the arc of said curve 59.05 feet through a central angle of 09°01'18"; thence South 75°35'15" West 51.67 feet to a point on a curve to the left having a radius of 30.00 feet, of which the radius point bears South 14°24'45" East; thence along the arc of said curve 52.17 feet through a central angle of 99°38'04"; thence South 24°02'49" East 469.37 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 428.20 feet through a central angle of 46°43'53" to a point of reverse curve to the left having a radius of 4475.00 feet, of which the radius point bears South 67°18'56" East; thence southerly along the arc of said curve 956.54 feet through a central angle of 12°14'50" to a point of compound curve to the left having a radius of 25.00 feet, of which the radius point bears South 79°33'46" East; thence easterly along the arc of said curve 76.99 feet through a central angle of 176°26'25" to a point of compound curve to the left having a radius of 4975.00 feet, of which the radius point bears North 76°00'10" West; thence northerly along the arc of said curve 321.87 feet through a central angle of 03°42'25" to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South 79°42'35" East; thence easterly along the arc of said curve 226.54 feet through a central angle of 173°03'41"; thence South 03°21'06" West 392.14 feet to a point on a curve to the right having a radius of 1025.00 feet, of which the radius point bears North 86°38'54" West; thence along the arc of said curve 211.22 feet through a central angle of 11°48'25" to a point of compound curve to the right having a radius of 250.00 feet, of which the radius point bears North 74°50'29" West; thence southwesterly along the arc of said curve 149.56 feet through a central angle of 34°16'39"; thence South 49°26'10" West 233.46 feet to a point on a curve to the right having a radius of 275.00 feet, of which the radius point bears North 40°33'50" West; thence along the arc of said curve 241.95 feet through a central angle of 50°24'35" to a point of compound curve to the right having a radius of 305.00 feet, of which the radius point bears North 09°50'45" East; thence northwesterly along the arc of said curve 246.21 feet through a central angle of 46°15'05" to a point of reverse curve to the left having a radius of 40.00 feet, of which the radius point bears South 56°05'50" West; thence southwesterly along the arc of said curve 126.68 feet through a central angle of 181°26'58" to a point of reverse curve to the right having a radius of 1525.00 feet, of which the radius point bears South 54°38'52" West;

thence southeasterly along the arc of said curve 273.26 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North $64^{\circ}54'52''$ East; thence easterly along the arc of said curve 607.09 feet through a central angle of $92^{\circ}45'25''$; thence North $62^{\circ}09'27''$ East 324.38 feet to a point on a curve to the left having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 231.93 feet through a central angle of $31^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South $59^{\circ}06'33''$ East; thence southeasterly along the arc of said curve 181.22 feet through a central angle of $138^{\circ}26'24''$ to a point on the southwesterly boundary of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the office of the recorder, Summit County, Utah; thence coincident with the boundary of Red Cloud Subdivision the following five (5) courses: 1) continuing along the arc of said curve 80.07 feet through a central angle of $61^{\circ}10'16''$ to a point of reverse curve to the left having a radius of 215.00 feet, of which the radius point bears South $39^{\circ}29'53''$ East; thence 2) southwesterly along the arc of said curve 150.27 feet through a central angle of $40^{\circ}02'47''$; thence 3) South $10^{\circ}27'20''$ West 165.38 feet to a point on a curve to the right having a radius of 625.00 feet, of which the radius point bears North $79^{\circ}32'40''$ West; thence 4) along the arc of said curve 394.15 feet through a central angle of $36^{\circ}08'00''$; thence 5) South $46^{\circ}35'19''$ West 192.32 feet; thence continuing South $46^{\circ}35'19''$ West 19.00 feet; thence North $43^{\circ}24'41''$ West 50.00 feet; thence North $46^{\circ}35'19''$ East 211.31 feet to a point on a curve to the left having a radius of 575.00 feet, of which the radius point bears North $43^{\circ}24'41''$ West; thence along the arc of said curve 362.62 feet through a central angle of $36^{\circ}08'00''$; thence North $10^{\circ}27'20''$ East 165.38 feet to a point on a curve to the right having a radius of 265.00 feet, of which the radius point bears South $79^{\circ}32'40''$ East; thence along the arc of said curve 185.22 feet through a central angle of $40^{\circ}02'47''$ to a point of reverse curve to the left having a radius of 25.00 feet, of which the radius point bears North $39^{\circ}29'53''$ West; thence northwesterly along the arc of said curve 87.10 feet through a central angle of $199^{\circ}36'40''$ to a point of reverse curve to the right having a radius of 475.00 feet, of which the radius point bears North $59^{\circ}06'33''$ West; thence southwesterly along the arc of said curve 259.21 feet through a central angle of $31^{\circ}16'00''$; thence South $62^{\circ}09'27''$ West 324.38 feet to a point on a curve to the right having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 688.04 feet through a central angle of $92^{\circ}45'25''$ to a point of reverse curve to the left having a radius of 1475.00 feet, of which the radius point bears South $64^{\circ}54'52''$ West; thence northwesterly along the arc of said curve 264.30 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 90.00 feet, of which the radius point bears North $54^{\circ}38'52''$ East; thence northeasterly along the arc of said curve 285.02 feet through a central angle of $181^{\circ}26'58''$ to a point of reverse curve to the left having a radius of 255.00 feet, of which the radius point bears North $56^{\circ}05'50''$ East; thence southeasterly along the arc of said curve 205.85 feet through a central angle of $46^{\circ}15'05''$ to a point of compound curve to the left having a radius of 225.00 feet, of which the radius point bears North $09^{\circ}50'45''$ East; thence easterly along the arc of said curve 197.96 feet through a central angle of $50^{\circ}24'35''$; thence North $49^{\circ}26'10''$ East 233.46 feet to a point on a curve to the left having a radius of 200.00 feet, of which the radius point bears North $40^{\circ}33'50''$ West; thence along the arc of said curve 119.65 feet through a central angle of $34^{\circ}16'39''$ to a point of compound curve to the left having a radius of 975.00 feet, of which the radius point bears North $74^{\circ}50'29''$ West; thence northerly along the arc of said curve 200.92 feet through a central angle of $11^{\circ}48'25''$; thence North $03^{\circ}21'06''$ East 392.14 feet to a point on a curve to the left having a radius of 25.00 feet, of which the radius

point bears North $86^{\circ}38'54''$ West; thence along the arc of said curve 75.51 feet through a central angle of $173^{\circ}03'41''$ to a point of reverse curve to the right having a radius of 5025.00 feet, of which the radius point bears North $79^{\circ}42'35''$ West; thence southerly along the arc of said curve 325.10 feet through a central angle of $03^{\circ}42'25''$ to a point of compound curve to the right having a radius of 75.00 feet, of which the radius point bears North $76^{\circ}00'10''$ West; thence westerly along the arc of said curve 230.96 feet through a central angle of $176^{\circ}26'25''$ to a point of compound curve to the right having a radius of 4525.00 feet, of which the radius point bears South $79^{\circ}33'46''$ East; thence northerly along the arc of said curve 967.23 feet through a central angle of $12^{\circ}14'50''$ to a point of reverse curve to the left having a radius of 475.00 feet, of which the radius point bears North $67^{\circ}18'56''$ West; thence northerly along the arc of said curve 387.42 feet through a central angle of $46^{\circ}43'53''$; thence North $24^{\circ}02'49''$ West 469.37 feet to a point on a curve to the right having a radius of 80.00 feet, of which the radius point bears North $65^{\circ}57'11''$ East; thence along the arc of said curve 139.12 feet through a central angle of $99^{\circ}38'04''$; thence North $75^{\circ}35'15''$ East 10.21 feet to a point on a non tangent curve to the right having a radius of 425.00 feet, of which the radius point bears North $89^{\circ}08'22''$ East; thence Northerly along the arc of said curve 22.76 feet through a central angle of $03^{\circ}04'07''$; thence North $02^{\circ}12'30''$ East 123.76 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South $87^{\circ}47'30''$ East; thence along the arc of said curve 217.05 feet through a central angle of $23^{\circ}41'17''$; thence North $25^{\circ}53'47''$ East 31.85 feet to the point of beginning.

Description contains 8.26 acres.

Parcel No. PCA-S-98-SD-1

EXHIBIT B-1 TO EASEMENT
[Depiction of Twisted Branch Access Area]

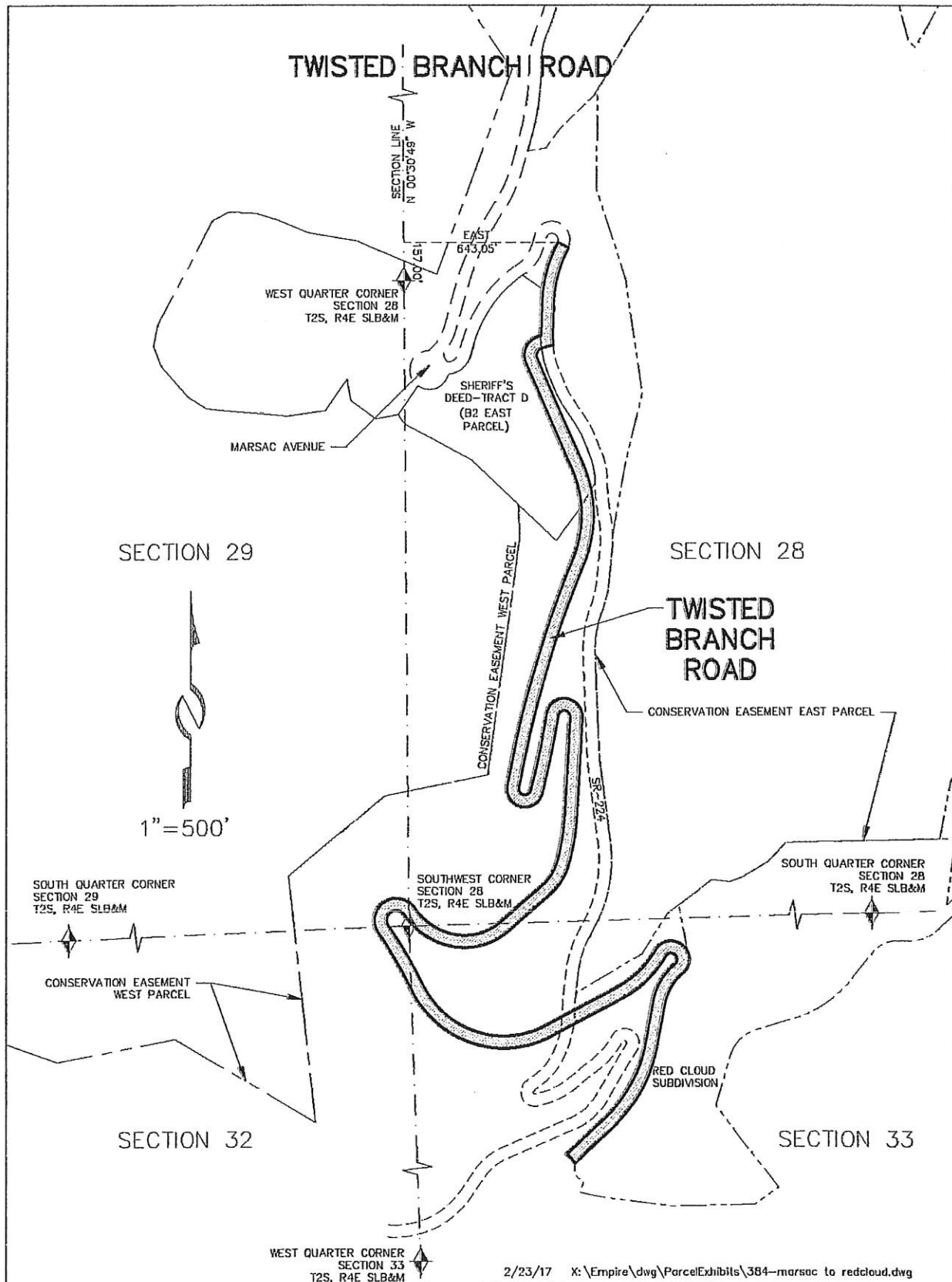


EXHIBIT C TO EASEMENT
[Legal Description of Unimproved Access Areas]

R-2a:

EMPIRE PASS R-2a - Summit County

A parcel of land located in the Northwest quarter of Section 33 and the Southwest quarter of Section 28, Township 2 South Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 88°24'56" West 255.32 feet coincident with the section line and North 37.02 feet from a 3-1/4 inch diameter cap on an aluminum pipe at the North quarter corner of Section 33, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the Office of the Recorder, Summit County, Utah, and also being on the Northerly sideline of Lot 448, Uncle Charles Lode in the Uintah Mining District as shown on the survey recorded December 1, 2014, as S-8175 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said Lot 448, Uncle Charles Lode South 47°06'18" West 419.94 feet to the Easternmost corner of Mineral Survey 6026, Overlooked Fraction Lode in the Uintah Mining District; thence coincident with said Mineral Survey 6026, Overlooked Fraction Lode the following two (2) courses: 1) North 36°45'45" West 144.77 feet; thence 2) South 47°12'46" West 908.31 feet to a point on the Easterly sideline of Lot 121, Home Station in the Uintah Mining District as shown on said recorded Survey S-8175; thence coincident with said Easterly sideline of Lot 121, Home Station North 36°45'47" West 70.43 feet to a point on the boundary of said Red Cloud Subdivision; thence coincident with said Red Cloud Subdivision the following nine (9) courses: 1) North 16°23'58" East 87.02 feet to a point on a curve to the right having a radius of 175.00 feet, of which the radius point bears South 73°36'02" East; thence 2) along the arc of said curve 173.22 feet through a central angle of 56°42'44"; thence 3) North 73°06'42" East 161.91 feet to a point on a curve to the left having a radius of 465.00 feet, of which the radius point bears North 16°53'18" West; thence 4) along the arc of said curve 277.03 feet through a central angle of 34°08'06"; thence 5) North 38°58'36" East 145.23 feet to a point on a curve to the right having a radius of 140.00 feet, of which the radius point bears South 51°01'24" East; thence 6) along the arc of said curve 140.18 feet through a central angle of 57°22'03" to a point of reverse curve to the left having a radius of 190.00 feet, of which the radius point bears North 06°20'39" East; thence 7) Easterly along the arc of said curve 163.35 feet through a central angle of 49°15'33"; thence 8) North 47°05'06" East 235.59 feet; thence 9) South 42°54'54" East 61.00 feet to the point of beginning.

(Summit County Tax Serial No. PCA-S-98-SD-4)

Red Cloud Parcels:

Parcel B and the east portion of Parcel A (such portion located east of Red Cloud Lot 2) of the Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision recorded with the Summit County Recorder on July 26, 2006 as Entry No. 785276.

(Summit County Tax Serial Nos. RCLD-B-AM and part of RCLD-A-AM)

Home Station and Luckey Bill (east of Red Cloud Subdivision):

HOME STATION AND LUCKEY BILL MINING CLAIMS – Summit County

A parcel of land located in the north half of the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 88°24'56" East 1302.94 feet coincident with the section line and South 662.99 feet from a GLO stone monument at the northwest corner of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of Parcel B, Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision, recorded July 31, 2006, as Entry No. 785276 in the Office of the Recorder, Summit County, Utah, said point also being on the northeasterly end line of Lot 121, Home Station, in the Snake Creek Mining District; and running thence coincident with the northeasterly end lines of Home Station and Lot 57, Luckey Bill, in the Snake Creek Mining District as shown on that certain Record of Survey, recorded March 3, 2017, as Entry No. 0002928 in the Office of the Recorder, Wasatch County, Utah, South 36°31'50" East 492.11 feet to the Summit/Wasatch County line; thence coincident with the Summit/Wasatch County line South 54°41'12" West 83.61 feet to the easternmost corner of Parcel A of said Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision; thence coincident with Parcel A and Lot 1 of said Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision North 37°34'45" West 421.42 feet to the easterly boundary of said Parcel B; thence coincident with Parcel B North 16°23'58" East 114.44 feet to the point of beginning.

The Basis of Bearing for the above description is North 88°24'56" East 2661.75 feet between the northwest corner and the north quarter corner of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Part of Summit County Tax Serial No. PCA-S-98-SD-9)

EXHIBIT C-1 TO EASEMENT
[General Depiction of Unimproved Access Areas]

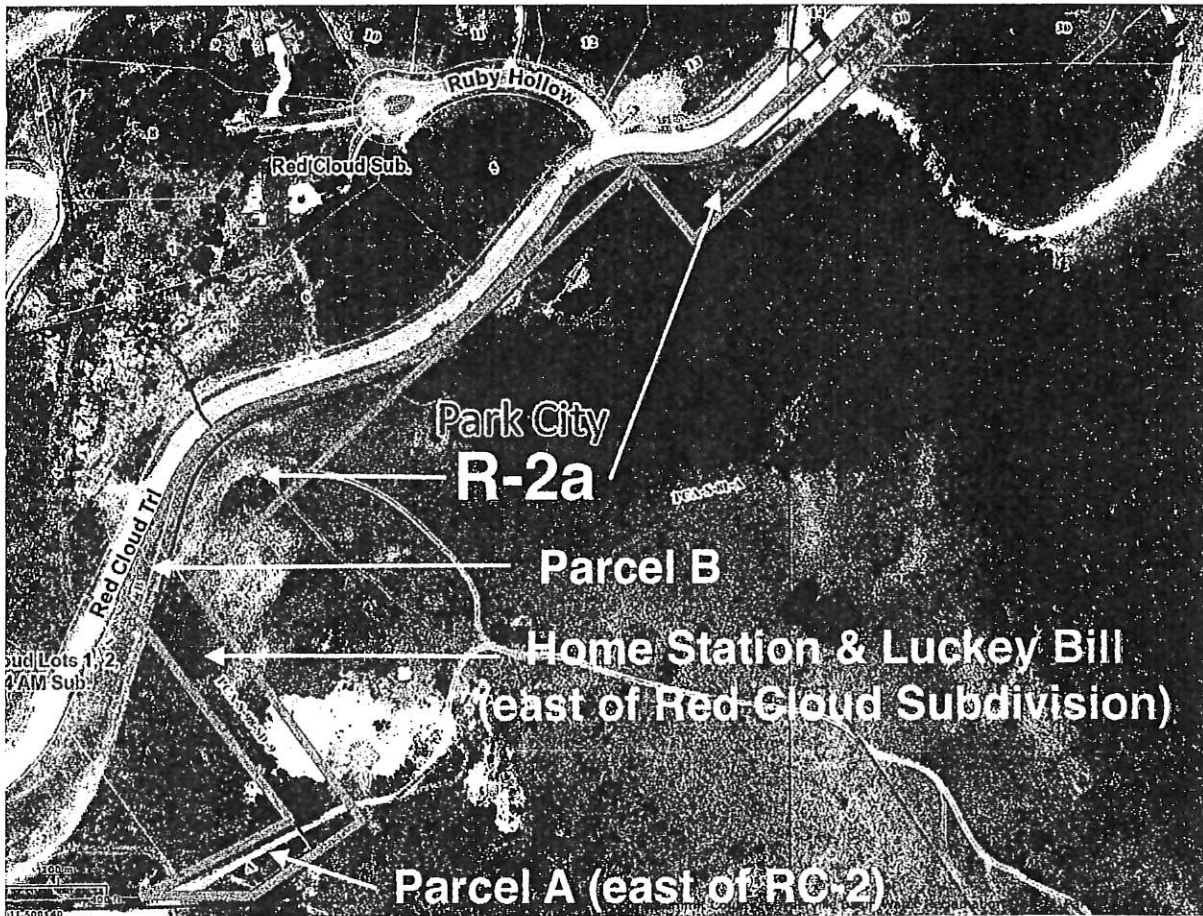


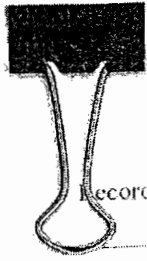
EXHIBIT D TO EASEMENT
[Legal Description of the Bransford Property]

The Logan Patented Lode Mining Claim, Lot No. 724, as the same is more particularly described in that certain Patent recorded November 30, 1892 In Book C of Mining Patents at Page 29 of the official records in the office of the Summit County Recorder.

Summit County Tax Serial Number: PCA-S-79-C

The U.P. No. 2 Patented Lode Mining Claim, Lot No. 724, as the same Is more particularly described in that certain Patent recorded November 30, 1892, In Book C of Mining Patents at Page 29 of the official records in the office of the Summit County Recorder.

Summit County Tax Serial Number: PCA-S-79-B



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

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

ENTRY NO. 00806100

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

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

- H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and
- I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.
- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **"Planned Unit Development" or "PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **"Residential Accessory Uses"** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

⁵ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;
- 2.1.5. Detailed Open Space Management Plan;
- 2.1.6. Historic Preservation Plan;
- 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
- 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
- 2.1.9. Private Road Access Limitation Procedures;
- 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
- 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
- 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
- 2.1.13. Wildlife Management Plan; and
- 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K, which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 Small Scale MPD. The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

2.4.1.1. Meadow Restriction. Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.2. Ski Run Separation. Limits of disturbance for each site shall be a minimum of 50 feet from any ski run, except where existing ski runs conflict with platted ski easements or platted lots, in which event the City shall have the discretion and authority to approve case-by-case exceptions to the foregoing distance limitation.

2.4.1.3. Viewpoint Restrictions. Structures and roads must be configured to minimize road and utility impacts and to

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

- 2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 Conditional Use (Administrative). Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the CUP phase. No private parking areas or vehicular

¹¹ Beano's is a 10,000 square foot private restaurant at Beaver Creek, Colorado.

access will be allowed except (i) access and space for patron drop-off's and pick-up's, and (ii) access, loading areas and circulation for emergency, delivery and service vehicles. The size of the private restaurant shall be determined by the Planning Commission at the CUP review phase, and shall be between 7,000 and 10,000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224. Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon

recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

- 2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year. Said private road, from its point of departure from S.R. 224 to the Summit/Wasatch County line, may be converted to a public road, in which event existing S.R. 224 from said point of departure to the county line shall no longer be used as a public road.
- 2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.
- 2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **No Gondola Alternative.** DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project. Additionally, the DEVELOPER shall (i) contribute \$10,000 toward the cost of a feasibility study, when commissioned by the City, to evaluate a potential ski amenity gondola, and (ii) contribute toward the construction of the Richardson Flats parking improvements described in the last paragraph of Section 3.1 of this Agreement, which shall be constructed in accordance with the specifications and conditions attached hereto as Schedule 3.1. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equal to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

2.9.3 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant

structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.4 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel, except the Montage which may have three.

2.9.5 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.6 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the

¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.7 Open Space (Prospect Ridge). Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 Open Space (Iron Mountain). Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim

arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to limit or waive governmental immunity with respect to claims made against the City.

2.9.9 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.10 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District. To the extent the Montage hotel structure requires additional safety equipment or infrastructure to achieve a minimum standard that will not result in a degradation of the Park City Fire District's I.S.O. rating, and to the extent ongoing tax revenues and impact fees generated by the Montage are insufficient to cover the costs of such additional equipment and infrastructure, any such shortfall shall be paid by DEVELOPER. Changes to any applicable Technical Report must be approved by the Park City Fire Marshall.

2.9.11 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conservation easement, or deed, satisfactory to the City to preserve the Sandridge

Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.12 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon

Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468) collectively referred to herein as the "Committed Water".

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the

excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Subsequent Agreements. Since the time the original Agreement was adopted and executed, the City and DEVELOPER have entered into agreements that impact, implement and/or clarify certain provisions of the original Agreement including (i) An Agreement For A Joint Well Development Program dated January 14, 2000, (ii) a Memorandum of Understanding, dated January 14, 2000, Between Park City Municipal Corporation and United Park City Mines Company Clarifying and Implementing the Water Service and Water Source Development Provisions of the Development Agreement of June 24, 1999, and (iii) the Water Agreement dated effective as of March 2, 2007 (collectively, the Subsequent Agreements). The fact that this Agreement is styled as an amended and restated agreement shall not operate or be deemed to supersede, contravene, or amend the terms, conditions or provisions of the Subsequent Agreements.

2.10.3 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.3.1 Van and Shuttle Service. DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.3.2 Road and Intersection Improvements. Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

- 2.10.3.3 **Contribution to Marsac Roundabout.** DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.
- 2.10.3.4 **Runaway Truck Lane.** DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.
- 2.10.3.5 **Mine Road Widening.** Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.6 **Mine Road Passing Lane.** Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on

Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.4 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.4.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.4.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.4.4 Dust and soils monitoring and containment, along with remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

2.10.4.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.5 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units ("Affordable Unit Equivalents" or "AUEs") as defined by the City's affordable housing policy in an amount equal to 10% of the residential Unit Equivalents and 20% of the commercial Unit Equivalents approved by the City for the Project (collectively, the "Base AUEs"). The employee/affordable housing requirement for the Project, including the Montage, is 98.9 Base AUEs. One AUE equals 800 square feet. In addition to the Base AUEs, DEVELOPER has committed to construct, off-site, 20 additional AUEs (the "Additional AUEs") as an additional community benefit for the Project. Within 24 months from the effective date of this Agreement, the DEVELOPER (or any assignee thereof) shall either (i) begin construction of the 20 Additional AUEs, or (ii) post a financial guarantee in a form acceptable to the City Attorney in favor of the City equal to 10 percent of the estimated construction costs of the Additional AUEs. Each Additional AUE shall be sold or rented at prices and terms consistent with the City's affordable housing guidelines in effect at the time a Certificate of Occupancy is issued for the AUE. The calculation of total AUEs is detailed in the following table:

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.00

*May be located at Quinns Junction, consistent with the City's approved employee/affordable housing plan.

A minimum of 25% of the Base AUEs shall be located on-site within the Project; however, at DEVELOPER'S option, any such on-site Base AUEs not actually constructed on-site or contractually committed to be constructed on-site may be constructed off-site on a 1.5-for-1 basis. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the Base AUEs consistent with the City's approved employee/affordable housing plan. The employee/affordable housing will be phased with the Project in accordance with the approved Phasing Plan. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

- 2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or
- 2.10.5.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

2.10.5.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.5.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.5.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.6 5-Year Irrevocable Offer to Annex the 20-Acre

Quinn's Junction Parcel. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

In addition to the foregoing provisions, DEVELOPER shall, in part as an additional public benefit and in part as a traffic mitigation measure, provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats. Such acreage will be used only for ball fields or similar recreational spaces, and improvements related thereto, and parking. On this acreage, DEVELOPER will provide a parking area which may be paved and which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces), and parking for the City (up to 650 spaces), for a total of up to 750 spaces. This parking area will also serve as the location for Montage construction parking, and DEVELOPER or Montage shall be responsible for providing or arranging construction parking shuttles. The parking improvements may be constructed in phases. DEVELOPER will have naming rights for the ball fields or similar recreational spaces, and will not select a name that is inappropriate. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events.

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER

agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

- 5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:
- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
 - 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
 - 5.1.3 75,000 square feet of resort-related commercial uses.
 - 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.
- 5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or

similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will

construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

- 6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.
- 7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.
- 7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each

of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER;

and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Since the time the original Agreement was adopted and executed, many of the DEVELOPER'S obligations hereunder have been satisfied. The fact that this Agreement is styled as an amended and restated agreement shall not be deemed or construed to reinstate the DEVELOPER obligations that have been satisfied as of the date hereof.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States

mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines
c/o David J. Smith
P.O. Box 1450
Park City, UT 84060

Copy to:

Clark K. Taylor
VanCott Bagley Cornwall & McCarthy
P. O. Box 45340
Salt Lake City, Utah 84145

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

Copy to:

General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

TALISKER
900 MAIN ST Suite 6111
P.O. Box 4349
84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map and Legal description of Flagstaff Mountain
Exhibit B	Map and Legal description of the Iron Mountain Parcels
Exhibit C	Map and Legal description of Bonanza Flats
Exhibit D	Map and Legal description of Richardson Flats
Exhibit E	Map and Legal description of 20-Acre Quinn's Junction Parcel
Exhibit F	Deer Valley Ski Area Master Plan
Exhibit G	Deer Valley Resort Company Ski Run Construction and Revegetation Standards
Exhibit H	Guardsman Realignment
Exhibit I	Emergency Access
Exhibit J	Lady Morgan Springs Open Space Area
Exhibit K	Approximate Location of Prospect Ridge Open Space
Exhibit L	Map and Legal description of Sandridge Parking Lots and Sandridge Heights parcels
Exhibit M	Road and Intersection Improvements Detail
Exhibit N	Runaway Truck Lane
Exhibit O	Bonanza Flats golf course and ski improvements

Exhibit P Zoning Map for Flagstaff Mountain

- 9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.
- 9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council effective as of the 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

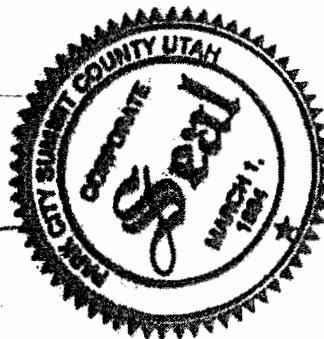
By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

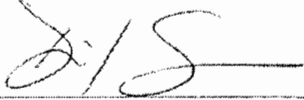
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



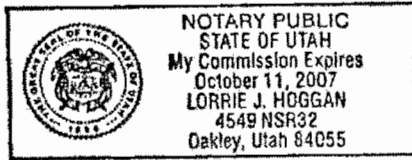
David J. Smith, Authorized Signing Officer

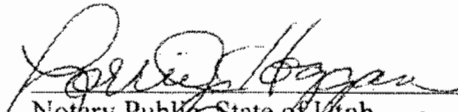
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

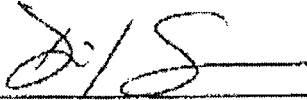
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



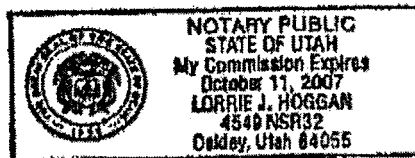
David J. Smith, Authorized Signing Officer

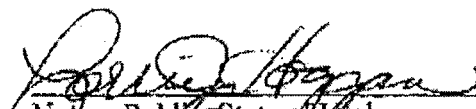
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

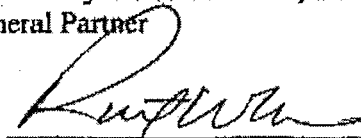
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Orlery, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 

Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



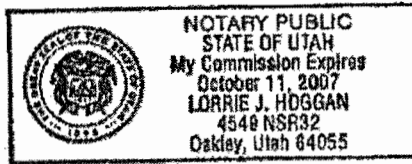
David J. Smith, Authorized Signing Officer

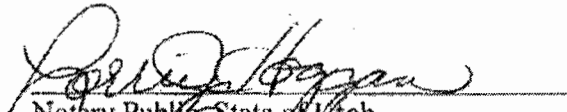
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

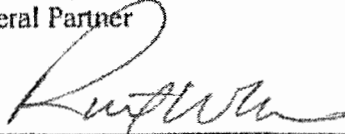



Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 

Robert Wells, Vice President

Arizona
STATE OF UTAH)
MARICOPA : ss
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, *Constance M Richards*, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

ARIZONA
STATE OF UTAH)
 MARICOPA : SS
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, Constance M Richards, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

SCHEDULE 3.1

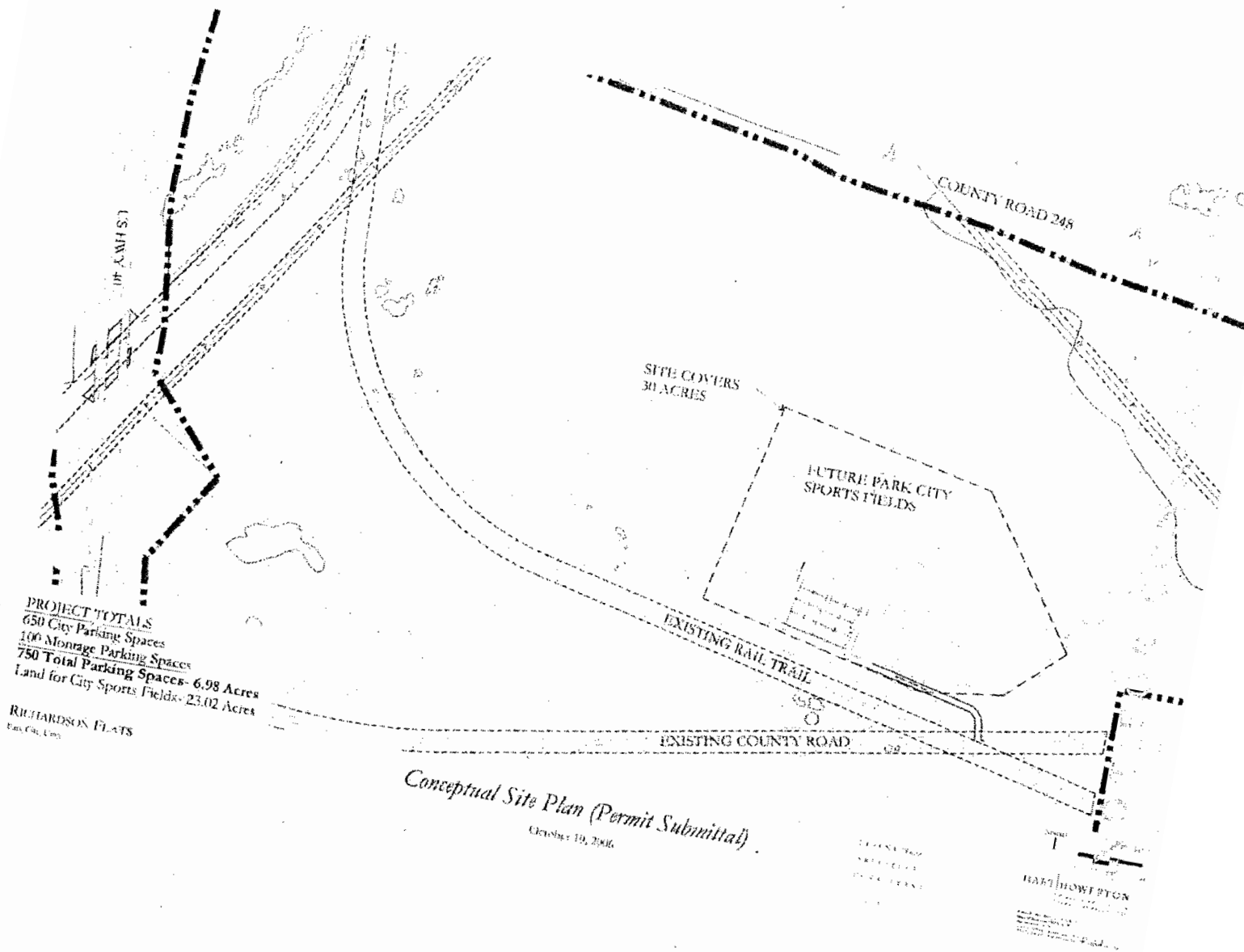
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and related improvements) and parking. On this acreage, Talisker will provide a paved area which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces) and parking for the City (up to 650 spaces) for a total of up to 750 spaces. The cost of improving the existing County road leading to the site shall be paid for by the Developer, and shall be subject to a late comer's agreement. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equivalent to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

Additional specifications are as follows:

1. Adequate space will be provided for drainage & snow storage.
2. The area will have reasonably flat terrain.
3. The parking lot will allow adequate bus travel through the parking area.
4. An allowance for signs and street lights is included.
5. The lot will be paved to accommodate the weight of City busses, in accordance with applicable Summit County construction standards and/or the Park City Construction Specifications and Standard Drawings as reasonably applied by the City engineer and the DEVELOPER'S design engineer.

The precise layout and cost of the ball fields or similar recreational spaces within the 30 acre parcel, and improvements related thereto, are the City's responsibility.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°18'44" E	85.84
L5	N 77°48'30" E	79.25
L6	R 55°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.43
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.30
L11	N 56°44'38" E	142.80
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	103.60
L15	N 32°00'03" E	159.20
L16	N 33°28'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.30
L20	N 40°35'50" E	110.60
L21	N 50°15'25" E	32.50
L22	N 58°00'00" E	94.30
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.59
L25	S 00°15'34" W	115.59
L26	S 08°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	83.08
L29	S 31°30'00" W	68.20
L30	S 79°25'18" W	45.49
L31	S 17°08'46" E	88.76
L32	S 29°20'00" W	117.80
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 35°36'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD	BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W	
C2	813.57	06°11'23"	5879.58	S 12°33'25" W	
C3	388.82	16°06'55"	1392.39	S 01°24'18" W	
C4	300.26	48°51'38"	386.52	S 31°03'00" E	
C5	364.28	30°23'53"	686.62	S 40°19'03" E	
C6	191.78	21°28'53"	508.37	S 14°18'27" E	
C7	214.46	55°51'14"	220.00	S 31°55'37" E	

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines, the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah, that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft, and also being North 04°39'13" East 1003.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeastly along said demarcation and ridge line: North 44°09'00" East 1238.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 816.72 feet; thence North 71°34'40" East 644.25 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'38" East 569.79 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14'14" East 672.44 feet; more or less to a point on the westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet, more or less from the Southwest corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulches; thence along said ridge line the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°18'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 88°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way line the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.30 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 103.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°28'55" East 136.00 feet; thence North 38°27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.30 feet; thence North 40°35'50" East 110.60 feet; thence North 50°15'25" East 32.50 feet; thence North 58°00'00" East 94.30 feet; thence North 50°23'25" East 105.09 feet; thence North 28°18'45" East 186.59 feet; thence South 00°15'34" West 115.59 feet; thence South 08°39'11" East 217.32 feet; thence South 35°30'59" East 87.30 feet; thence South 03°30'00" East 83.08 feet; thence South 31°30'00" West 68.20 feet; thence South 79°25'18" West 45.49 feet; thence South 17°08'46" East 88.76 feet; thence South 29°20'00" West 117.80 feet; thence South 83°34'00" West 89.10 feet; thence North 46°45'00" West 87.90 feet; thence North 77°28'00" West 161.00 feet; thence South 35°36'00" West 219.10 feet; thence North 34°37'00" West 1,077.30 feet, more or less to County Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

600 0 600 1200 feet

FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



JOB No. 17-4-96 FLAGSTAFF OVERALL \FLAGANEX

ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(435) 649-9467

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 1999 A.D.

BY _____
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 1999 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 1999 A.D.

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 1999 A.D.

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

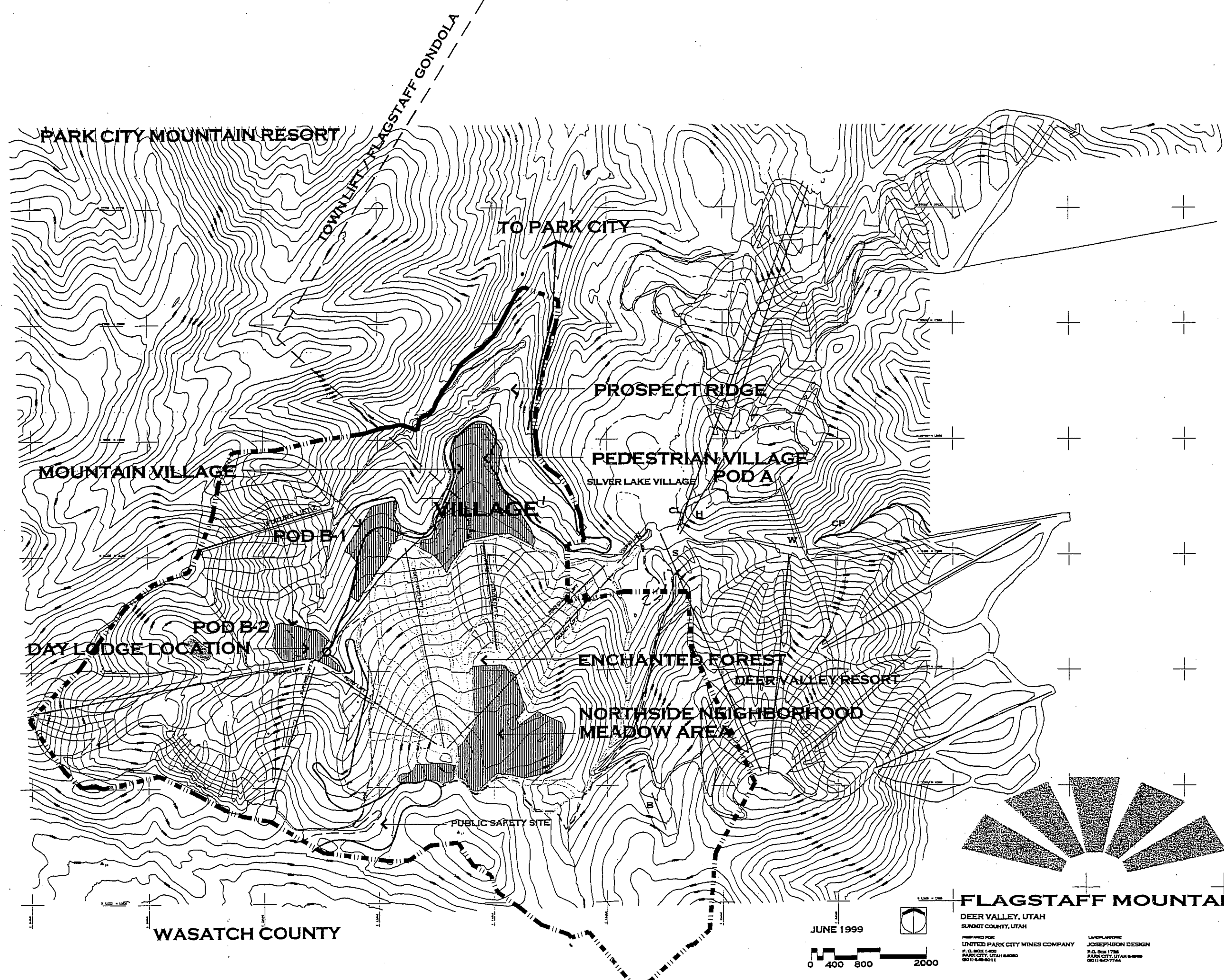
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
1999 A.D.

BY _____
MAYOR

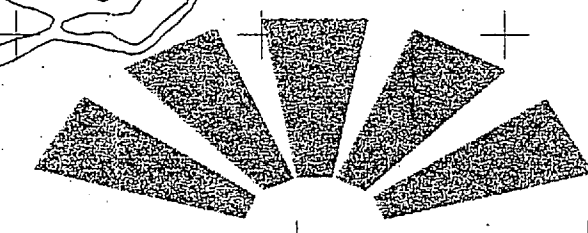
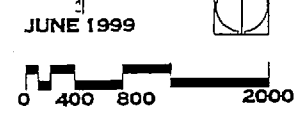
RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____

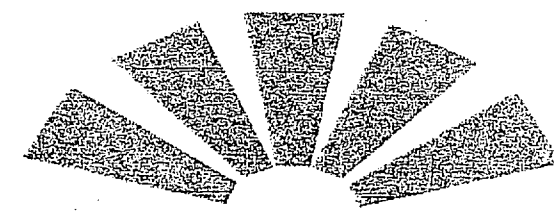
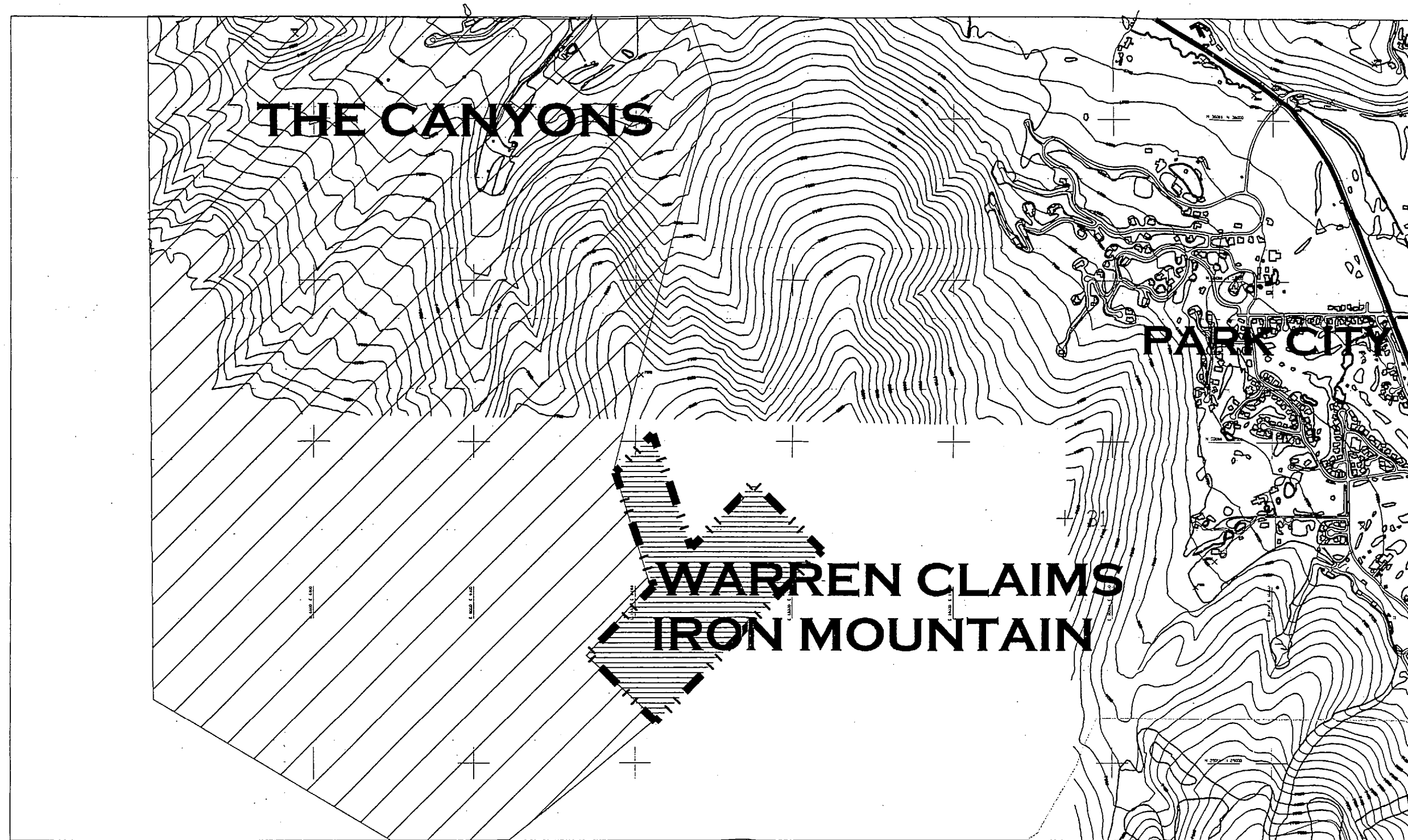


WASATCH COUNTY



FLAGSTAFF MOUNTAIN RESORT

DEER VALLEY, UTAH
SUNSET COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84060
801/640-6011
LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84060
801/640-7744



APRIL 1999

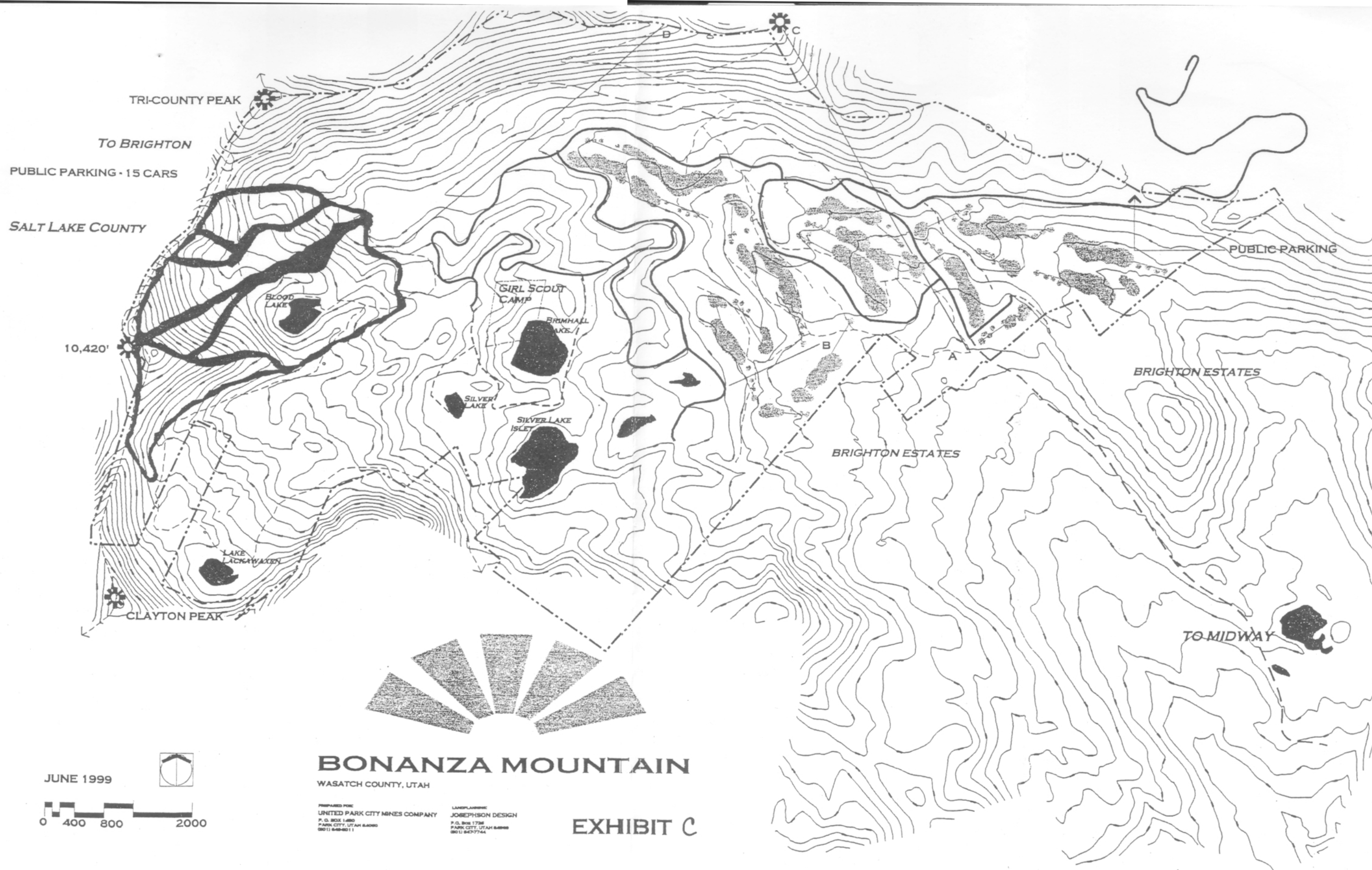


IRON MOUNTAIN PARCEL

SUNDOY COUNTY, UTAH
 PREPARED FOR
 UNITED PARK CITY MINES COMPANY
 P.O. BOX 1480
 PARK CITY, UTAH 84302
 801 798-1111

LAWYER
 JOSEPHSON DESIGN
 P.O. BOX 1728
 PARK CITY, UTAH 84302
 801 798-7744

EXHIBIT B



JUNE 1999

0 400 800 2000

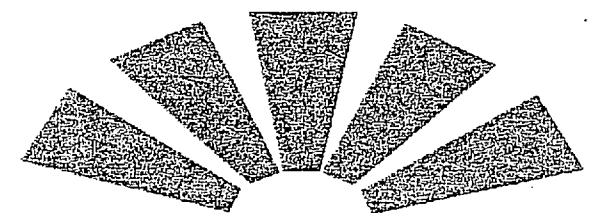
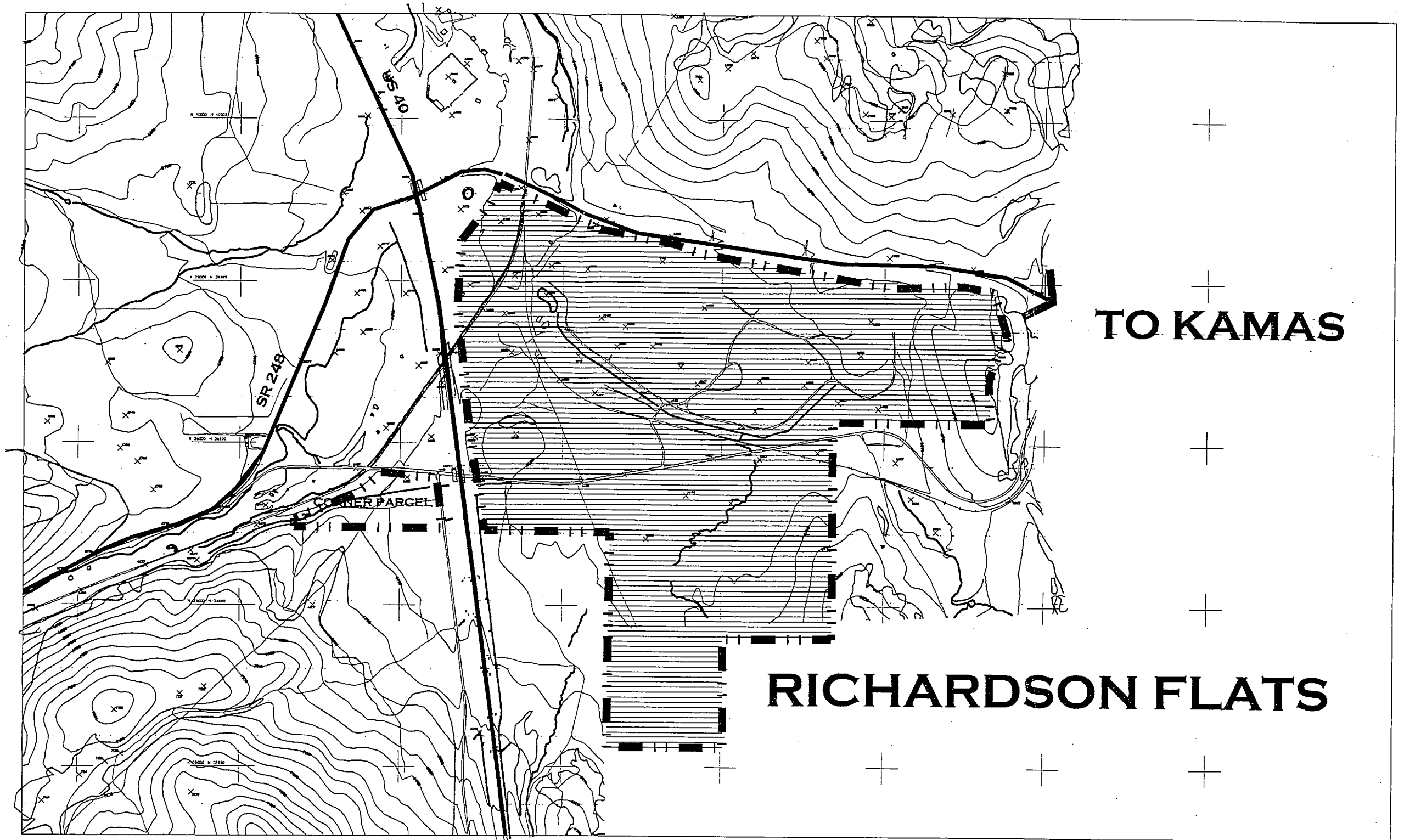
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

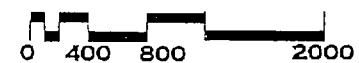
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84080
(801) 648-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84080
(801) 642-7744

EXHIBIT C



APRIL 1999



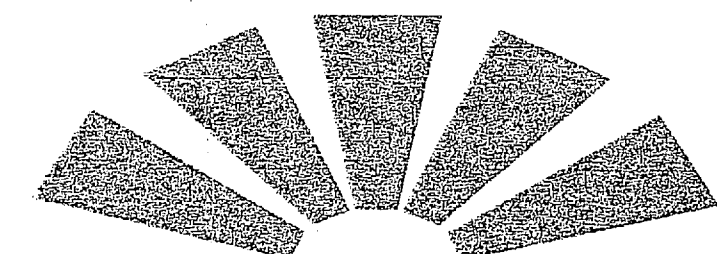
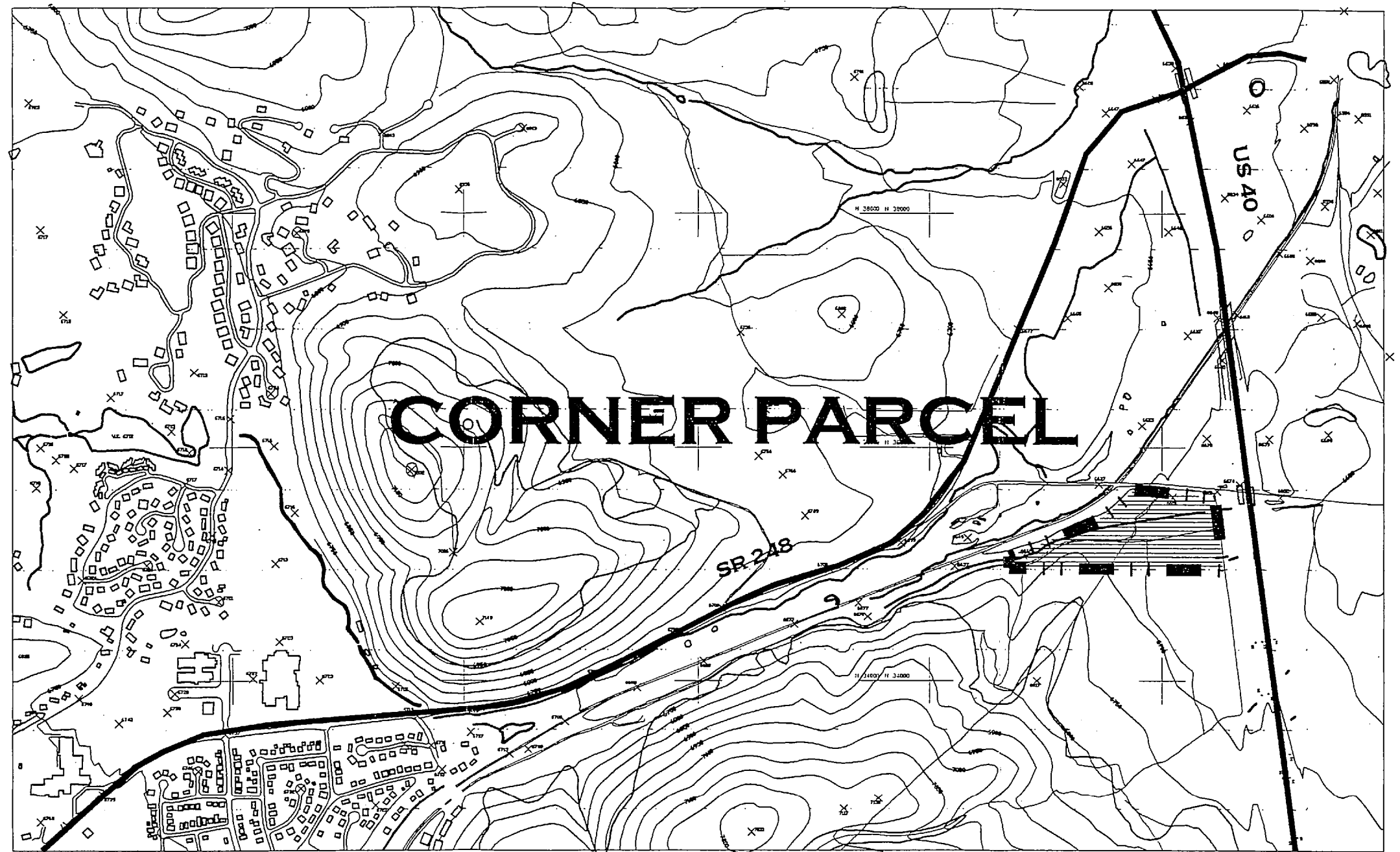
RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84060
(801) 546-8011

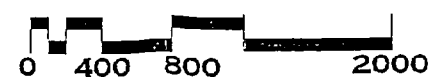
LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1788
PARK CITY, UTAH 84060
(801) 546-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

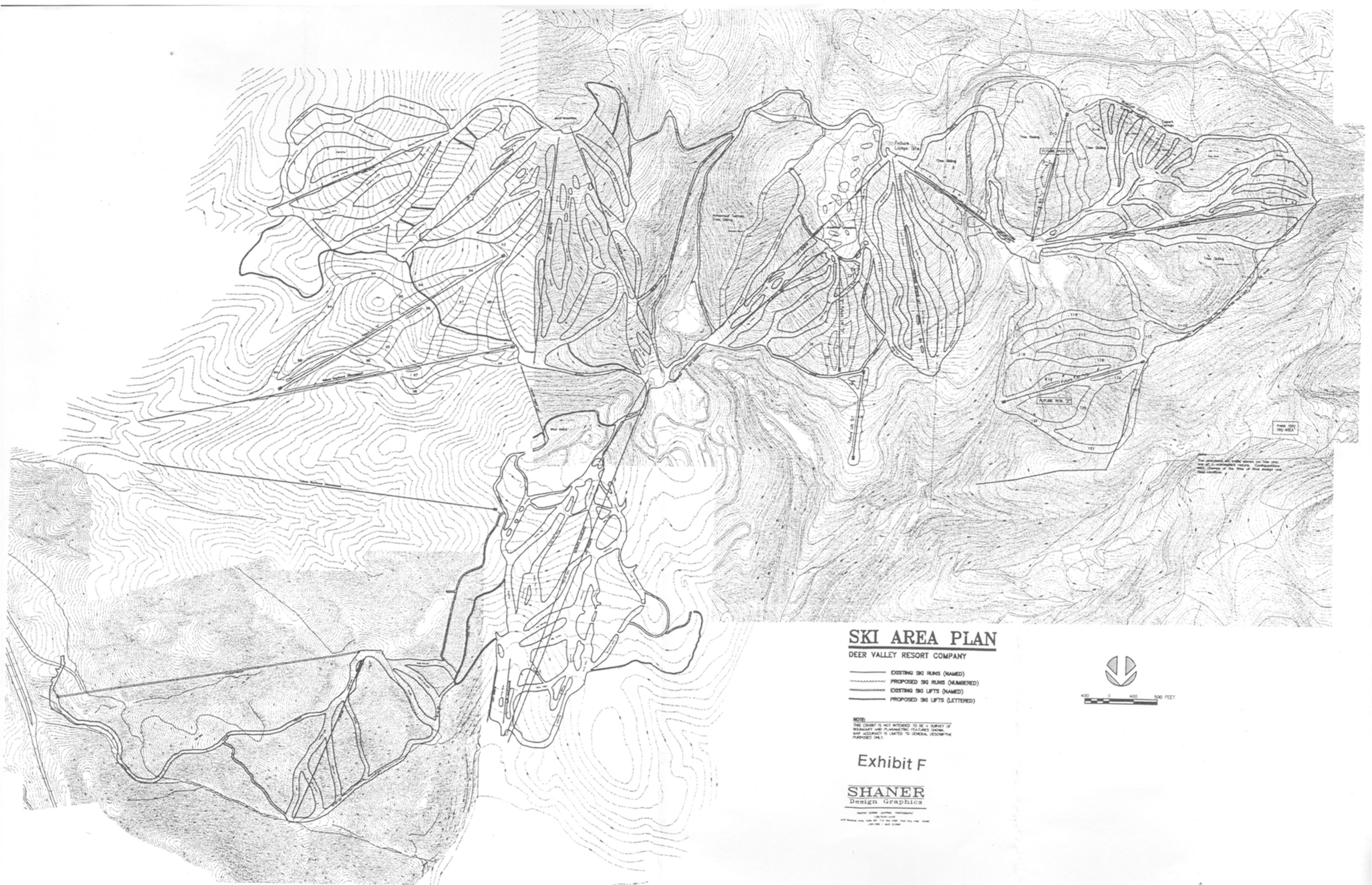


SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 549-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 642-7744

EXHIBIT E



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

- EXISTING SKI RUNS (NAMED)
- PROPOSED SKI RUNS (NUMBERED)
- EXISTING SKI LIFTS (NAMED)
- PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS DRAWING IS NOT INTENDED TO BE A SURVEY OF
BOUNDARY AND PLANNING FEATURES SHOWN.
MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE
PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

SHANER DESIGN GRAPHICS
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10000 10000 10000 10000 10000 10000 10000 10000 10000 10000



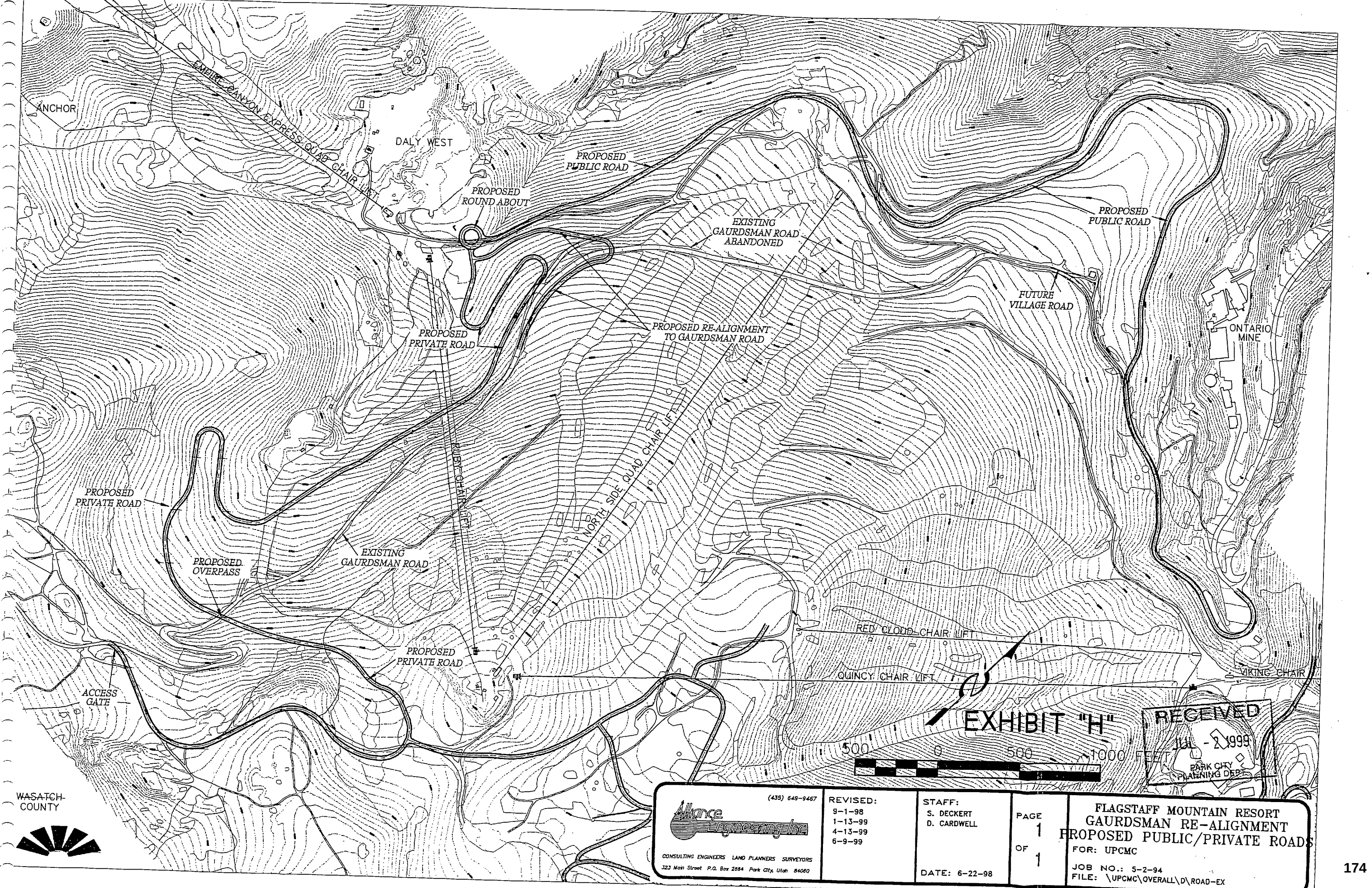
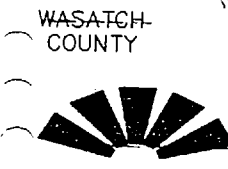
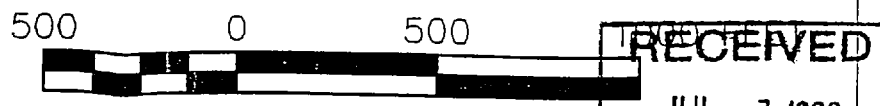
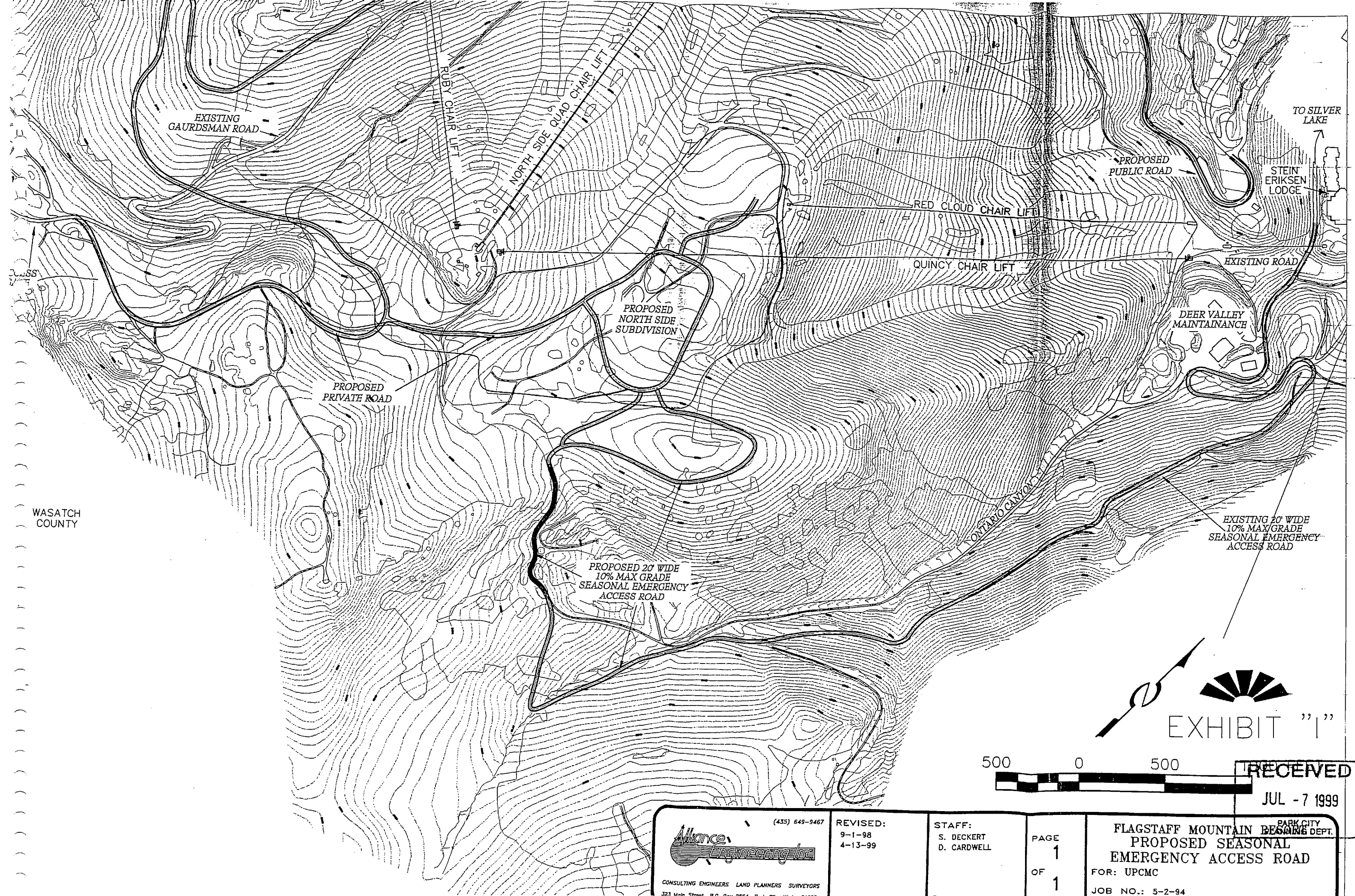


EXHIBIT "H"

RECEIVED
JUL - 2 1999
PARK CITY PLANNING DEPT



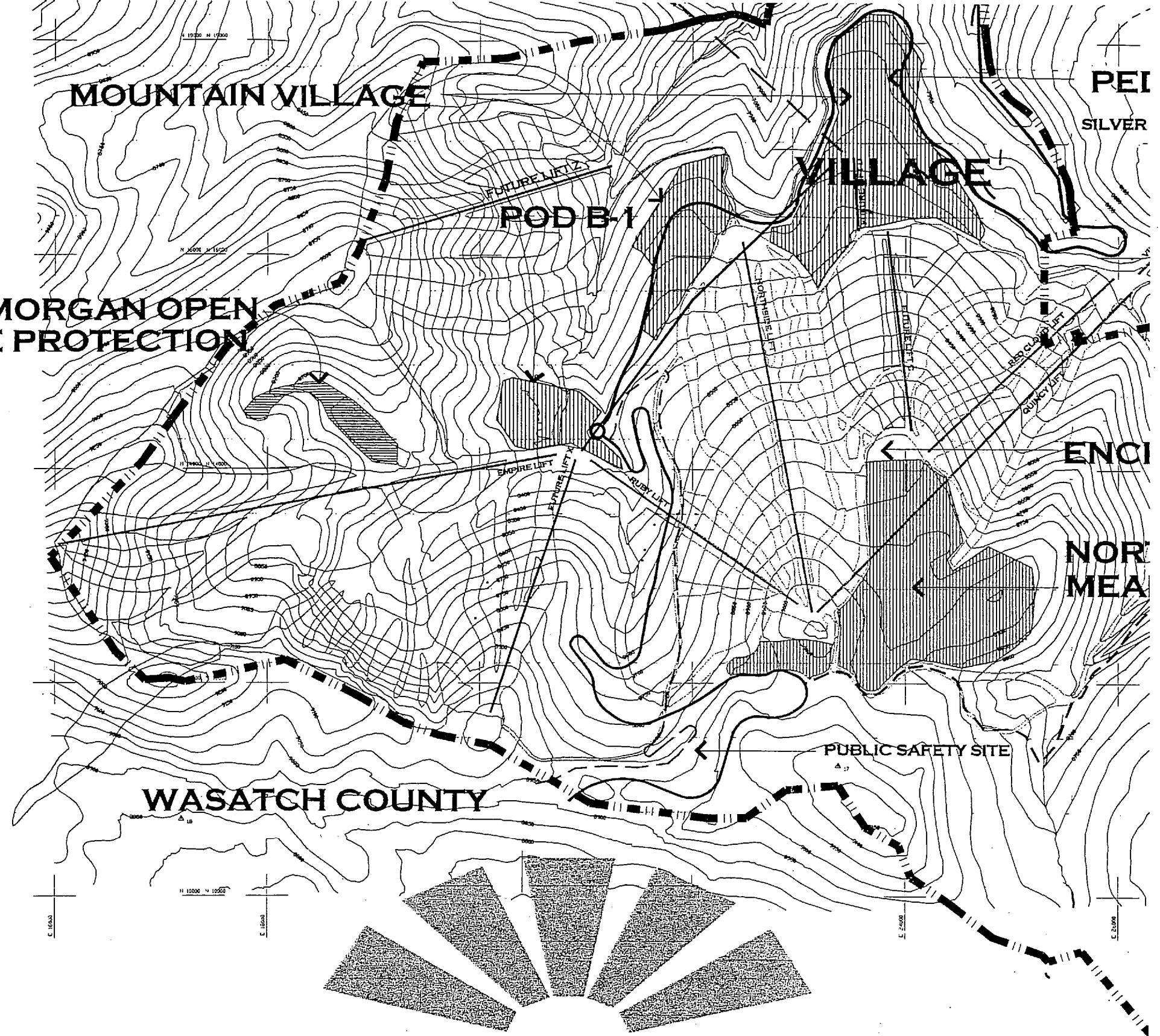
(435) 649-9457 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2884 Park City, Utah 84060	REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCM JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROAD-EX
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JUL - 7 1999

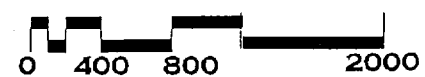
(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 9999, Park City, UT 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORTS DEPT. PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCM JOB NO.: 5-2-94
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**LADY MORGAN OPEN
SPACE PROTECTION**



FLAGSTAFF MOUNTAIN RESORT

JUNE 1999

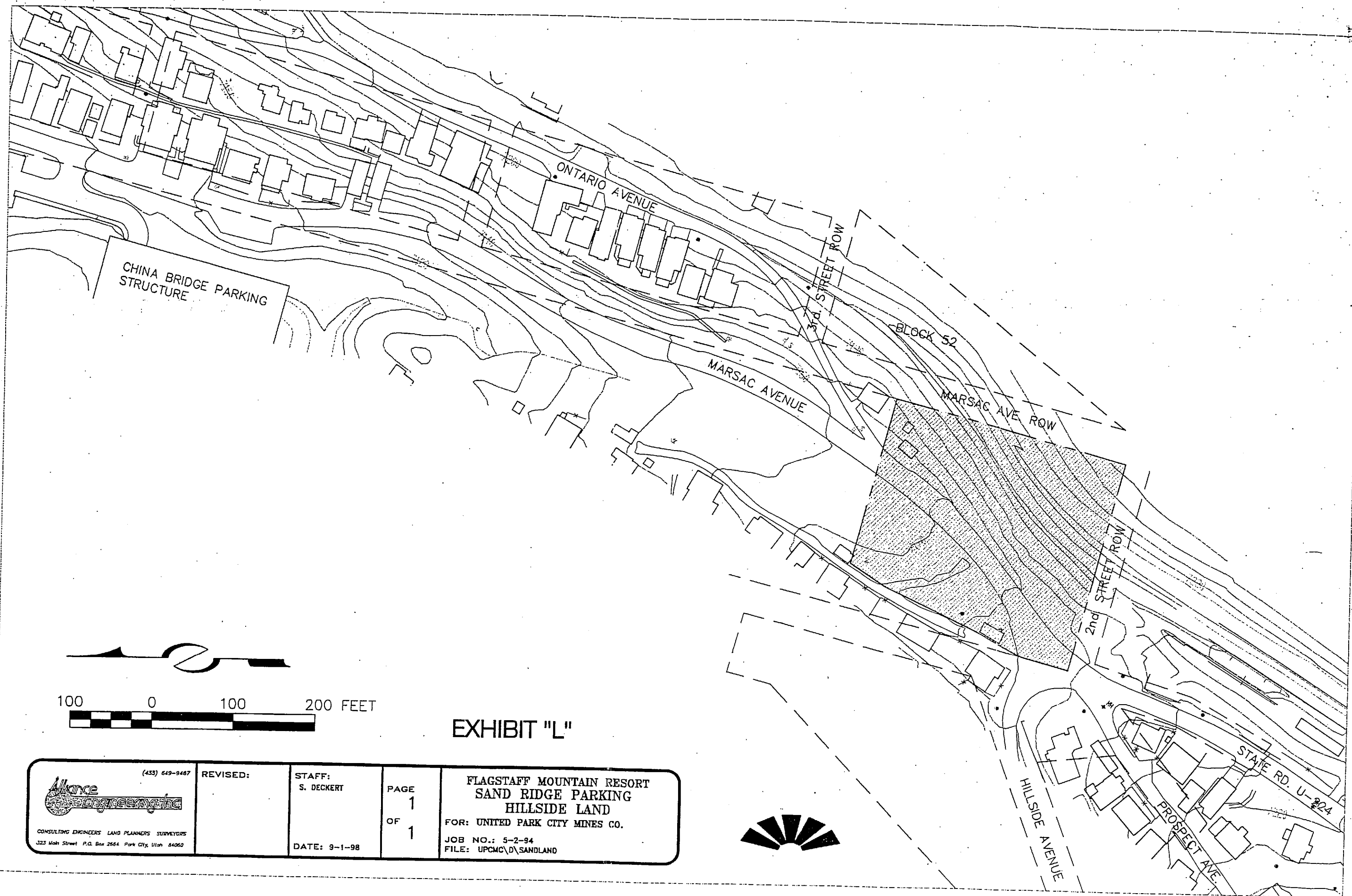


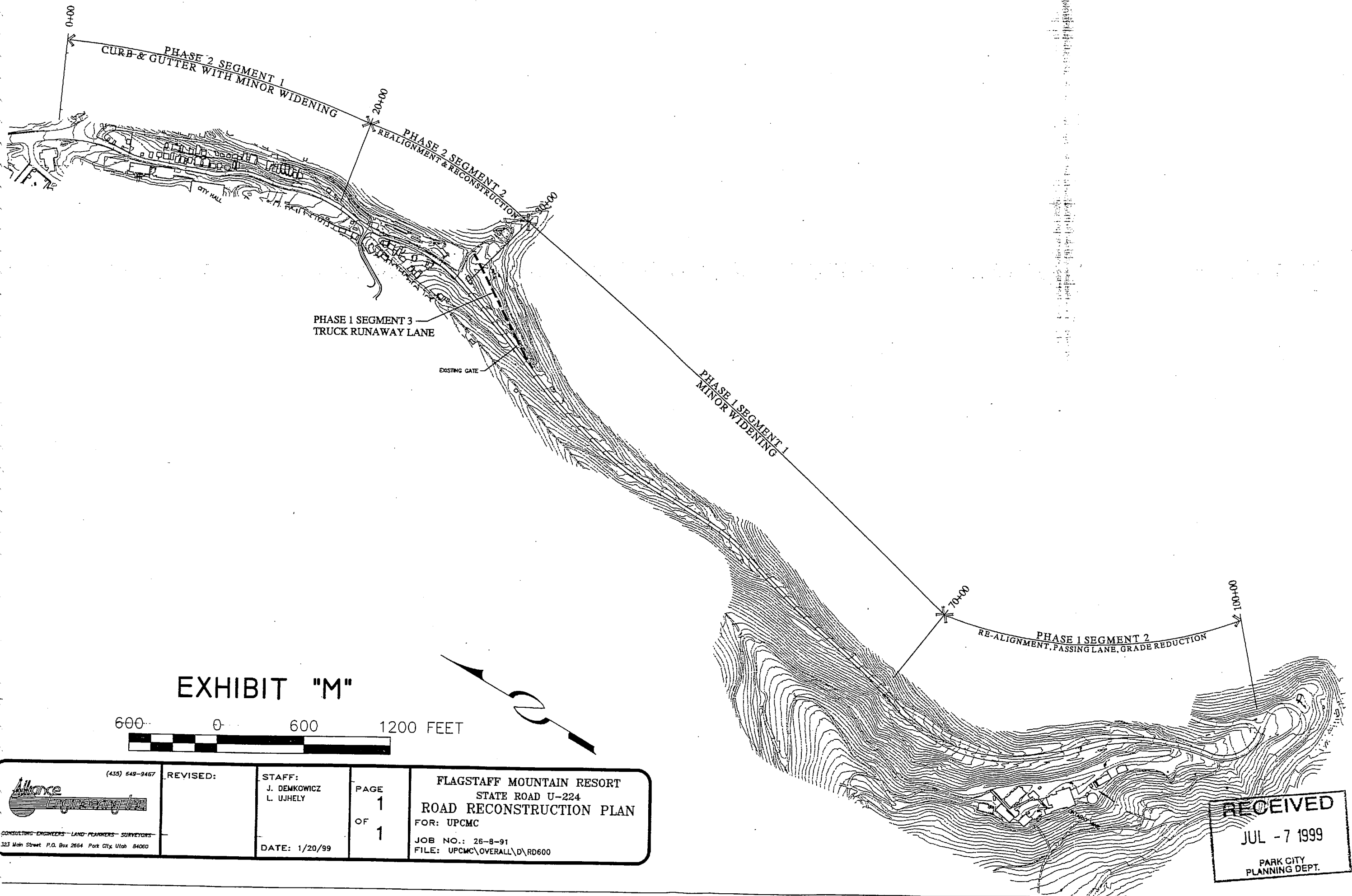
SUMMIT COUNTY, UTAH

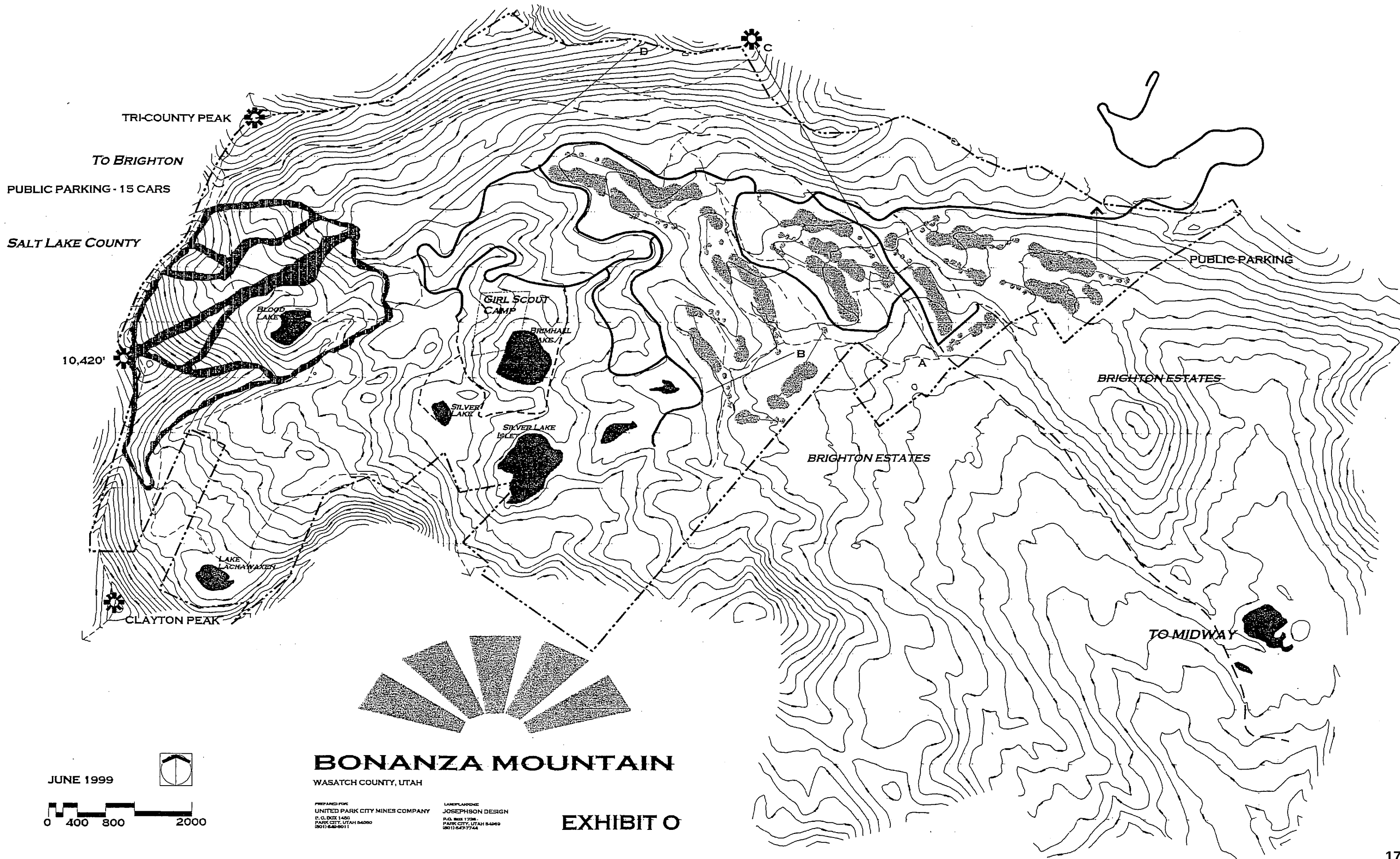
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 849-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84069
(801) 647-7744

EXHIBIT J





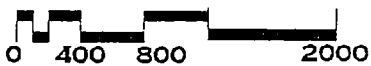


BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

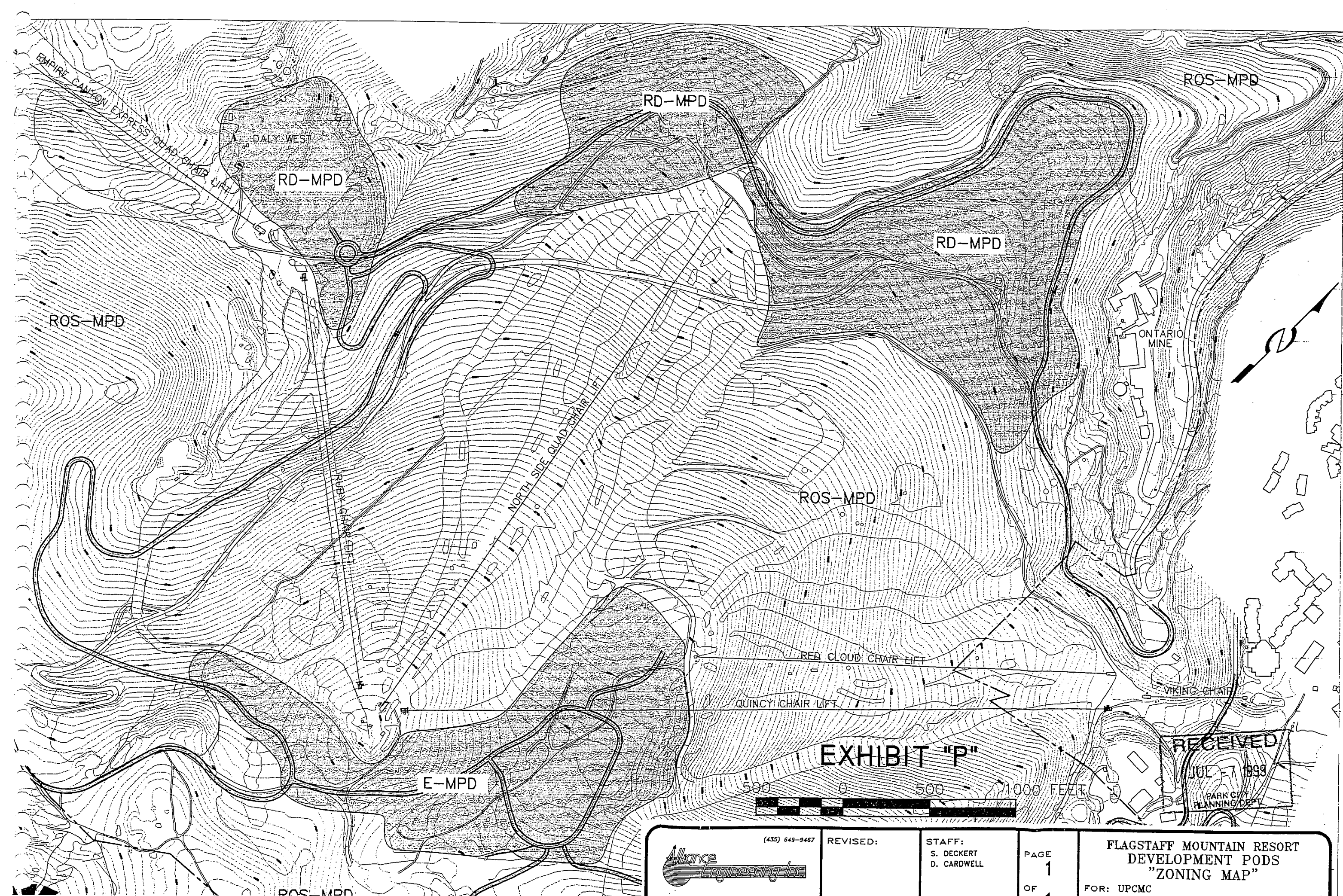
EXHIBIT O

JUNE 1999



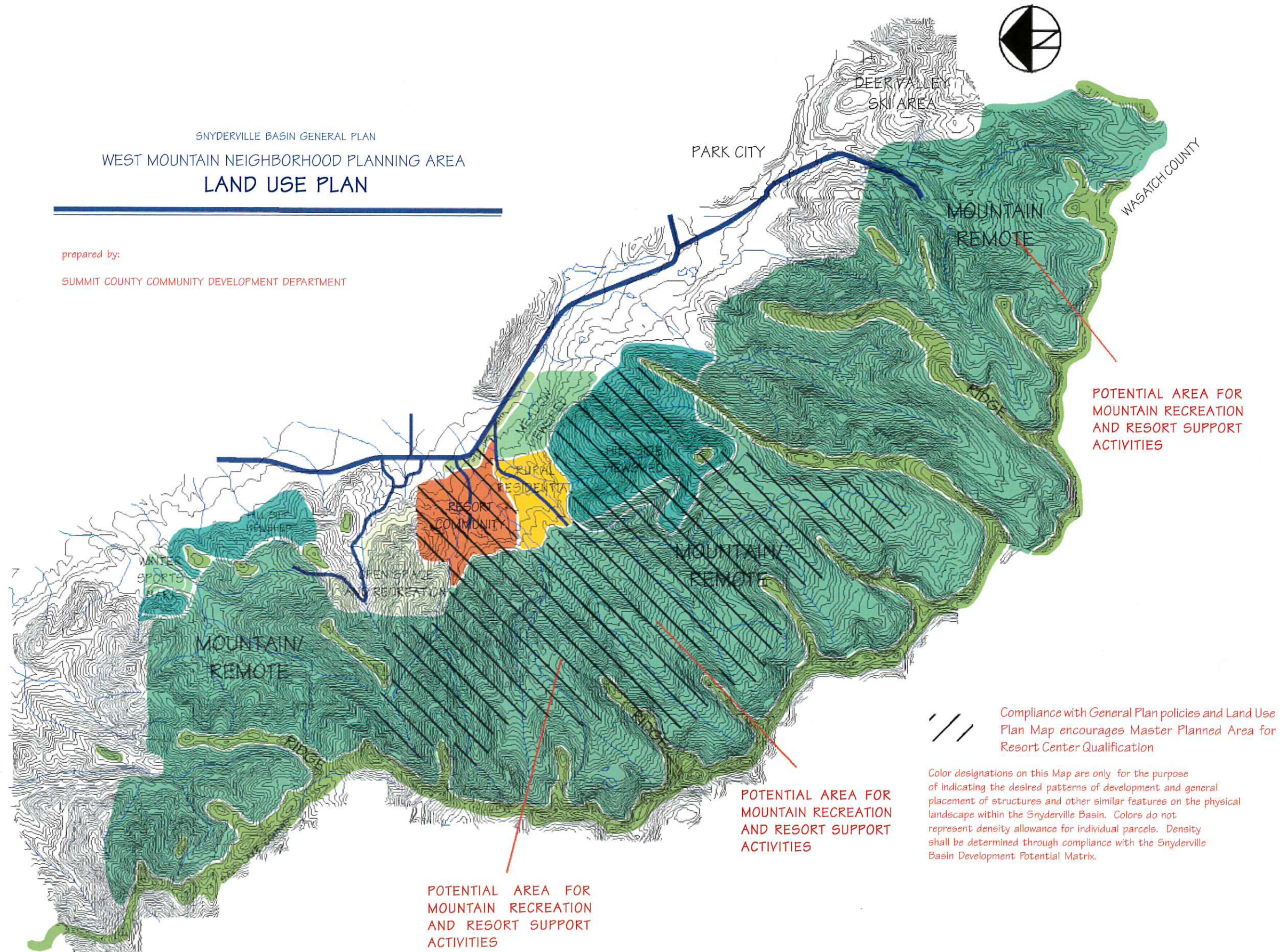
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 640-0011

LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84060
(801) 647-7744



SNYDERVILLE BASIN GENERAL PLAN
WEST MOUNTAIN NEIGHBORHOOD PLANNING AREA
LAND USE PLAN

prepared by:
SUMMIT COUNTY COMMUNITY DEVELOPMENT DEPARTMENT



Compliance with General Plan policies and Land Use Plan Map encourages Master Planned Area for Resort Center Qualification

Color designations on this Map are only for the purpose of indicating the desired patterns of development and general placement of structures and other similar features on the physical landscape within the Snyderville Basin. Colors do not represent density allowance for individual parcels. Density shall be determined through compliance with the Snyderville Basin Development Potential Matrix.

2.3.F(1) SNYDERVILLE BASIN DEVELOPMENT POTENTIAL MATRIX
Minor Development

Planning Area	Base Density		Land Use Planning Principles			Maximum Possible Density ⁵
	Mountain/ Remote Areas ¹	All Other Land Use Designations ¹	Dedication and Preservation of Viewshed/Environment Features of the Area ²	Mandatory with Desired Neighborhood Character ³	Community and Neighborhood Recreation Facilities ⁴	
East Basin		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
West Mountain		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
North Mountain		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Desirable	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
Old Ranch Road		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
Kimball's Junction		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
The Summit		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Desirable	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
Sun Peak/Silver Springs		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
Rasmussen/ Bitner		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres

¹Base densities shall be not exceed those indicated and must be consistent with Policy 1.3 of the General Plan. Development projects that comply with "base density" limits require compliance only with sound project planning principles and fundamental objectives of the Snyderville Basin General Plan, as indicated in this matrix. All development must be placed in the least environmentally and visually sensitive areas within the parcel. Development on slopes of thirty (30) percent or greater, in jurisdictional wetlands, and within 100 year flood plains, is not allowed except where "specifically" permitted in the Development Code and when consistent with the General Plan. Reference shall be made to the applicable Neighborhood Land Use Plan Map, the Visual Sensitivity Guidelines of the Snyderville Basin General Plan, and field observation for assessing the visual impacts of the project. Driveways and roads also shall be placed in the least sensitive parts of the site. All development must be compatible with appropriate and applicable resort, rural, and mountain design principles.

²Preservation of viewsheds shall include, when possible, the retention of all or major portions of all meadow and hillside viewsheds, all ridge lines, and significant environmental features such as, but not limited to minimizing the removal of vegetation from the site and the amount of over-lot grading required to fit the project into the natural landscape; all waterways and non-jurisdictional wetlands, wildlife habitat, wildfire hazard areas, historic and cultural artifacts, and geologic features. These important features of the pre-development landscape shall be as identified on the applicable land use plan map or by field inspection at the time of a development application.

³Development shall be compatible with the desired neighborhood development patterns and policies identified in the Snyderville Basin General Plan and both the applicable Neighborhood Planning Area Plan and Land Use Plan Map. Minor development that exceeds base densities shall ensure economy of service delivery not only for the Summit County and special service districts, but also to residents of the development. At least sixty (60) percent of the total parcel that will exceed base density shall be maintained as open space in a manner that is consistent with the goals and objectives of the Snyderville Basin Development Code. In certain instances, at the option of Summit County and when requested in writing by the developer, development may make a cash-in-lieu of open space contribution to the Summit County for the purposes of acquiring open space and open use recreation facilities at another location.

⁴Development shall provide appropriate neighborhood recreation and trail facilities, in terms of location, type, and variety, that meet the specific neighborhood resident demands that will be generated by the development project. The areas designated for such uses shall not simply be left over spaces within a development. They shall be appropriate in terms of size and quality for the intended use. The specific recreation and trail facilities provided shall be adequate to satisfy the neighborhood demand. While consideration shall be given to standards established in the Code, the unique characteristics of the neighborhood shall be taken into consideration in determining specific requirements. The long-term care of these facilities shall be the responsibility of the developer or subsequent residents of the project. In certain instances, development with minimal units, at the option of Summit County and when requested in writing by the developer, may make a cash-in-lieu of facility contribution to the Snyderville Basin Special Recreation District to fulfill required neighborhood requirements. Written agreement approving the contribution and use of the funds shall require the consent of the Snyderville Basin Special Recreation District. Community contributions shall include the provision/dedication of sufficient land to accommodate public trail links/connections identified on the Recreation and Trails Master Plan. A development's contribution may occur on or off-site, so long as the contribution is consistent with the intent of and serves the purpose identified in the Master Plan.

⁵The density potential in a project that exceeds the base density may be up to but shall not to exceed the possible density indicated. The density and use shall be consistent and compatible with applicable Neighborhood Planning Area Plans. The potential density represents the "maximum" density possible given adherence to the basic Snyderville Basin General Plan development objectives. The "actual" density approved in the project may be less than the maximum indicated depending on the proximity to services and the extent to which the specific project promotes all of the basic planning objectives identified on this Snyderville Basin Development Potential Matrix.

April 7, 2022

BY EMAIL AND U.S. MAIL

Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Bransford Land Company, LLC – Zone Change Application for
Parcels PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Our firm represents several affiliates of Extell Development Company (collectively “**Extell**”) that own property on Flagstaff Mountain. It has come to our attention that Bransford Land Company, LLC (“**Bransford**”) has submitted an application for a zoning change for two Flagstaff parcels—PCA-S-79-B and PCA-S-79-C.¹

We write to make sure the Commission is aware that Extell owns property between Red Cloud Trail and PCA-S-79-B and PCA-S-79-C, and that Bransford does **not** have a written easement agreement permitting vehicular or other access to its parcels from Red Cloud Trail across Extell’s property. Bransford and Extell are in active litigation over whether Bransford has an implied or prescriptive easement to access Bransford’s parcels, as well as the scope of Bransford’s alleged easement. Extell vigorously disputes Bransford’s claimed access rights across its property—including vehicular access for development—and opposes the installation of utilities across its property to serve the Bransford parcels. Extell will robustly resist any attempt to provide for such utilities or access across its property.

Because Bransford lacks ensured access—including vehicular access for development—or utilities to the Bransford parcels, the application to change the zoning of Bransford’s parcels to “estate” is inconsistent with the purpose of that zoning designation and is premature. The zoning application should therefore be denied.

¹ We have made several requests to the Planning Department for any final application submitted after Bransford’s initial application submitted in October 2021. That initial application, in our view, did not satisfy all submittal requirements. We have not received any additional application..

A. The Bransford Application Is Inconsistent with the Purpose of Estate Zoning.

Bransford’s application requests a zoning change from “R.O.S.” to “E-Estate” for PCA-S-79-B and PCA-S-79-C. “Estate” zoning is intended for “very low density, environmentally sensitive residential [d]evelopment.”² Park City’s municipal code assumes that lots zoned as “estate” are capable of such development and are accessible.³

Because Bransford’s parcels do not have ensured access from Red Cloud Trail, or a right to install utilities across the Extell properties to permit development, Bransford’s zoning change application is inconsistent with the City’s municipal code. It should be denied for that reason.

B. Bransford Has Conceded that It Lacks Access, and Extell Disputes Bransford’s Claimed Access Across Its Lands in Litigation. Accordingly, the Application is Premature.

Because Bransford cannot develop its parcels without access or utilities, the zoning change application is premature.

In communications with the Park City Planning Department, Bransford conceded it does not have ensured access to its parcels. Bransford has correctly noted that it “has been unable to negotiate an Easement from [Red Cloud Trail] to the BLC Property Line” across the Extell property, and that access from Red Cloud Trail is 1,000 feet away.⁴

As you may recall, several years ago the Mayflower Stichting entities attempted to establish access to Flagstaff lands through litigation and failed in that effort.⁵ Extell likewise disputes that Bransford has a historic access rights across the Extell properties, which are formerly Mayflower lands. Extell also disputes the scope of Bransford’s claimed easement in the ongoing litigation. Thus, the issue of access is still very much unsettled. Extell believes it is improper for Bransford to attempt to obtain “estate” zoning for parcels that cannot be developed under the current state of affairs.

Even if Bransford were able to establish its alleged easement through trial and appeal—and Extell intends to defend those efforts at all stages—the claimed route would overlay Deer Valley’s Ontario ski run. The Commission should be aware that the Bransford zoning application is part of a plan to develop parcels for which ensured access and utility service do not exist, and which may very well interfere with ski operations.

² Park City Mun. Code § 15-2.10-1.

³ See, e.g., *id.* § 15-2.10-3 (“Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.”).

⁴ See Bransford Land Company’s Zone Change Justification, attached as Exhibit A.

⁵ See *Stichting Mayflower Mountain Fonds v. United Park City Mines Company*, 2017 UT 42.

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Further, even if Bransford were to gain access to its parcels, it does not have a claim in the current litigation that would permit it to ensure that utilities serve the parcels. Extell would oppose any such effort, including any eminent domain proceedings, which would be an improper use of that power to serve a clearly private use.

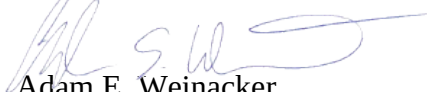
* * *

On March 15, 2022, Anne Bransford, a member of Bransford Land Company, gave public comment on “Deer Valley Development Company’s Petition for the City to Vacate Portions of Right-Of-Way on Deer Valley Drive West and South, and to Dedicate Doe Pass Road to the City, as Part of the Snow Park Village Subdivision Application.” She urged the Commission to get clarity on that petition before delivering the plan to the City Council. And she urged the applicant to “communicate with [its] neighbors” in approaching its development plans.

The Commission should likewise have full clarity about Bransford’s application and understand how this step relates to parcels with no ensured access or utility service. It should also take notice that Bransford’s neighbor Extell objects to Bransford’s efforts to attempt to develop the parcels and negatively impact Extell’s property in doing so. As explained herein, Bransford’s application is inconsistent with the City’s code, is premature, and should be denied.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

cc: Thomas Barton (via email: tbarton@parsonsbehle.com)
Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
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Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)
Rich Wagner (via email: riwagner@alterramtnco.com)

EXHIBIT A

Bransford Land Company, LLC. Zone Change Justification

The Bransford family, a.k.a. BLC, have owned two undeveloped mining claims in Park City Municipal since 1925.

The two parcels are:

Logan #724 *Parcel Number PCA-S-79-C @ 19.80 acres*

U.P. No. 2 *Parcel Number PCA-S-79-B @ 19.82 acres*

Prior Approvals by PCMC:

In or about 1998 BLC became participants in the early versions of the Flagstone Annexation Agreement. Their two parcels were eventually annexed into Park City via the Amended Restated 2007 Flagstaff Annexation Agreement. At that time their part of the Resort was known as “Pod D” which contained an development area known as the “Northside Neighborhood”. Deer Valley also called the area “Flagstaff Mountain”. Today the private, gated residential Subdivision known as “Red Cloud” and consists of 30 fully improved lots.

In our meetings with Staff after submitting the Application they were very curious why BLC decided to start the process with only a “Zone Change” request rather than submitting a full development proposal. The reasons are simple. 1) Code does not forbid an incremental approach; 2) We do not know how to anticipate the needs of the ultimate occupant; and 3) The subsequent approvals will be very expensive for reasons that will be explained further below.

BLC’s Board decided we first need to establish that PCMC still believes the land is appropriate for the development of a single residential limited number of Estate on each of its two 20-acre +/- parcels. If and/or when PCMC approves the “Zone Change” application – BLC will pleased to continue the process of providing the plans and submittals and all other required materials necessary to process a Plat Plan and secure building permits for the required off site roads and infrastructure.

Annexation and the Development Agreement:

BLC and their neighbors at the time, Stichting Mayflower, were asked to sign the Flagstaff 1999 Development Agreement. Both parties chose **not** to do so. UPCM (Developer at the time) could not guarantee either party of what they would receive by pledging their land or what it would cost. The Density associated with the Northside neighborhood was 38 ERUs to UPCM and Deer Valley (the Declarant and Developer of what is now known as Red Cloud) – provided that everyone signed on. In the event that everybody did not sign onto the DIA, UPCM and DV would be entitled to allocate develop 30 of those ERUs. They are now known as the Red Cloud Sub-division.

In hindsight, had the Bransford signed onto the DIA, the declarant would have included their parcels in their Development Approvals. That would have effectively changed their zoning from R.O.S. to Estate Residential, provided them with an easement, a fully improved access road and, established their density allocation (some of the 8 additional available lots). Consequently, (as Mark Harrington has since advised) in order to obtain any development rights on their property, they must now file their own development applications. This Zone Change Application is the first step in that process.

Much has changed over the ensuing years:

- The marketplace proved that there is sufficient demand and capacity to successfully develop this type of high elevation neighborhood.
- All of the 30 fully improved Red Cloud parcels have been developed and/or sold.
- Empire Pass has been all but fully developed as well and is considered an unprecedented success.

- The EPMOA and its sub- HOAs are well established and effectively managed.
- UPCM was purchased by Talisker; however, that asset (and others) were foreclosed by Wells Fargo.
- Wells assigned management of those assets to Redus, who assumed the role of Declarant.
- Stichting Mayflower sold their assets to Extell (aka R.H. Mayflower and a series of related LLC's) who now own the land on all four sides of the Bransford Parcels.
- We regularly read about their Extell's "Billion Dollar Ski Area" development plans.

BLC decided to prepare their property for disposition:

They retained Kuhn Company as a consultant to help them do so. BLC acquired an access and utility easement from Redus on Twisted Branch and Red Cloud Trail to the Ontario Ski Bridge (about 1,000 feet from our closest property line). To date BLC has been unable to negotiate to an Easement from the public road to the BLC Property Line from R.H. Mayflower (or the purchase or the sale of either of their respective parcels). Unfortunately, BLC's path forward from a zone change to fully entitled land has evolved into what will be a much more expensive process than signing onto the Flagstaff DIA would have been.

BLC understands that any benefits it may obtain from an approved zone change to Estate will be conditioned upon subsequently providing everything required under the PCMC Land Management Codes and City Council for an approval on a Plat Plan.

In closing, please note: PCMC previously determined that our two parcels were appropriate for similar use and density when they entered into the 2007 Flagstaff Annexation agreement and annexed the two parcels. Any decision to grant the Zone Change application (from R.O.S. to Estate) will be an approval that is still conditioned upon satisfaction of all the rest of the applicable Land Management Code requirements before any construction activity could be initiated. We urge the Staff and the Planning Commission to view the processing of this request as more of an administrative matter than a fresh entitlement matter.

Respectfully Submitted,

Jeffrey Kuhn
On behalf of:
Bransford Land Company, LC



From: [planning](#)
To: [Makena Hawley](#)
Subject: FW: [External] New eComment for Planning Commission - Bransford
Date: Tuesday, April 12, 2022 9:12:01 AM

From: noreply@granicusideas.com <noreply@granicusideas.com>
Sent: Tuesday, April 12, 2022 9:09 AM
To: planning <planning@parkcity.org>
Subject: [External] New eComment for Planning Commission

[CAUTION] This is an external email.

[SpeakUp](#)

New eComment for Planning Commission

Clive Bush submitted a new eComment.

Meeting: Planning Commission

Item: 5.A) Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) -The Applicant is Proposing a Zone Change of Two Parcels for a Total of 39.62 Acres From Recreation Open Space (ROS) to Estate (E) Zoning With a Condition of Approval Limiting the Density to a Maximum of Two Single Family Homes. PL-21-05042 (60 minutes).

eComment: Recreation Open Space should remain as ROS, and especially in this location that is not infill - Staff doesn't explain its statement that "we" expected private land owners to apply for these zone changes or that should somehow make it acceptable? - there is no reasonable requirement to allow such a change in use.

[View and Analyze eComments](#)

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[Unsubscribe](#) from future mailings

June 7, 2022

Planning Commission
c/o Planning Department – Attn: Makena Hawley
Park City Municipal Corporation
[Sent via email: makena.hawley@parkcity.org]

Re: Bransford Land Company – Conditional Zoning Change

Dear Ms. Hawley:

Please accept this letter written in support of the recent application by Bransford Land Company, as it relates to their request for zoning change of their property on Flagstaff Mountain.

As you're aware, I have been intimately involved with the Flagstaff Development Agreement, Land Management Code and the improvements made to Park City for most of my career. The history of our town and all it's great people that helped us from the fruitful, then shuddered, mining days to what we and our great visitors enjoy today has been my life's passion for close the last two decades.

During my career in Park City, I have watched some exciting projects spring up and bring really terrific amenities and people to our fun mountain town. I've worked with the Park City Community Foundation as it was just getting started and introduced many new homeowners to it and the great community non-profits we all know and love. They jumped in and generously supported the needs of the Community. And during that process, I've watched a few particular families roll up their sleeves and be VERY involved in such interests, helping wherever they could. One of those families has been the Bransfords. Anne, Mary and Carolyn have been the most special sisters I've been fortunate to cross paths with. They have contributed their time and passion, their dollars, and even their property, allowing mountain bikers and hikers to enjoy Flagstaff Loop, Road to Ruby and Deer Camp!

Knowing the Bransfords' life-long (and beyond, when considering their ancestry all the way back to the Silver Queen) commitment to Park City and understanding the development rights enjoyed by their neighbors and those existing across town, makes me **strongly** feel that if **anyone** were to be granted an ability to rezone and obtain development rights for their property, it should be the Bransfords. They have always been a great neighbor to Deer Valley Resort and while they have quite simply used their property in the past for family gatherings, picnics and maintaining the health of the forest by harvesting firewood and deadfall, they had always intended to build something special there. Their request for Estate zoning at 1 home per 20 acres is not only modest, it is directly in line with the long term plan for the area. As an example, in case this group was unaware, in 2001 court appointed Referees (later ratified by District Court and Supreme Court of Utah) recommended a certain partitioning of property adjacent to the Bransfords and cited evidence from the LMC and Flagstaff Development Agreement ("FDA") as support. While their ruling was focused on partitioning of jointly owned property and not directly on development rights, they indirectly assessed the 8 units contemplated in the FDA and agreed a portion of the 8 units were to be allocated to the Bransfords. I cite this not as evidence, but intent that had always been considered for the area and the Bransfords' property in particular.

I appreciate your consideration and am hopeful the Bransford family is successful in their endeavors. I would also like to request this letter be shared with the Planning Commission members as well. If there is any way that my history and knowledge related to this can be helpful to Staff or Commission, I would be more than happy to discuss and assist where I can. Thank you.

Sincerely,

Steve Issowits

cc: Gretchen Milliken, Planning Director
Park City Planning Commission Members

**PARSONS
BEHLE &
LATIMER**

201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Main 801.532.1234
Fax 801.536.6111

A Professional
Law Corporation

Adam E. Weinacker
Attorney at Law
Direct 801.536.6911
AWeinacker@parsonsbehle.com

June 7, 2022

BY EMAIL AND U.S. MAIL
Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Objection to Bransford Land Company, LLC's Zone Change Application for
Parcels PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Our firm represents several affiliates of Extell Development Company (collectively "**Extell**") that own property on Flagstaff Mountain. Extell has received notice that the Commission is formally considering—through a public hearing on June 8, 2022, which is to be continued to August 10, 2022—a zoning change application submitted by Bransford Land Company, LLC ("**Bransford**"). The application relates to two Flagstaff Mountain parcels, PCA-S-79-B and PCA-S-79-C, that are adjacent to Extell's property. Pursuant to Park City's Land Management Code ("**LMC**") § 15-1-7(2)(b), Extell objects to Bransford's application and any amendment to the City's zoning map to re-zone the Bransford parcels from "Recreation Opens Space" to "Estate."

When the Bransford application came before the Commission for a work session in April, we provided the Commission with a letter outlining Extell's concerns about the application. Rather than restate those concerns, we attach that letter hereto as Exhibit 1 and expressly incorporates it as part of Extell's formal objection under LMC § 15-1-7(2)(b).

Since that time, we have reviewed the Planning Commission Staff Report ("**Staff Report**") prepared for the hearing on June 8, 2022. The Staff Report correctly notes that the Bransford parcels are not presently developable. (Staff Report at p. 2.) This is due, in part, to the lack of access across Extell's property and the "numerous challenges" that Bransford must overcome, including installation of utilities across Extell's land. (*Id.*) And while the Staff Report suggests that some development details "can be confirmed through the plat amendment process," (*id.* at 8), many of the identified details would be premature to address given Bransford's lack of an access or utility easement to the parcels.

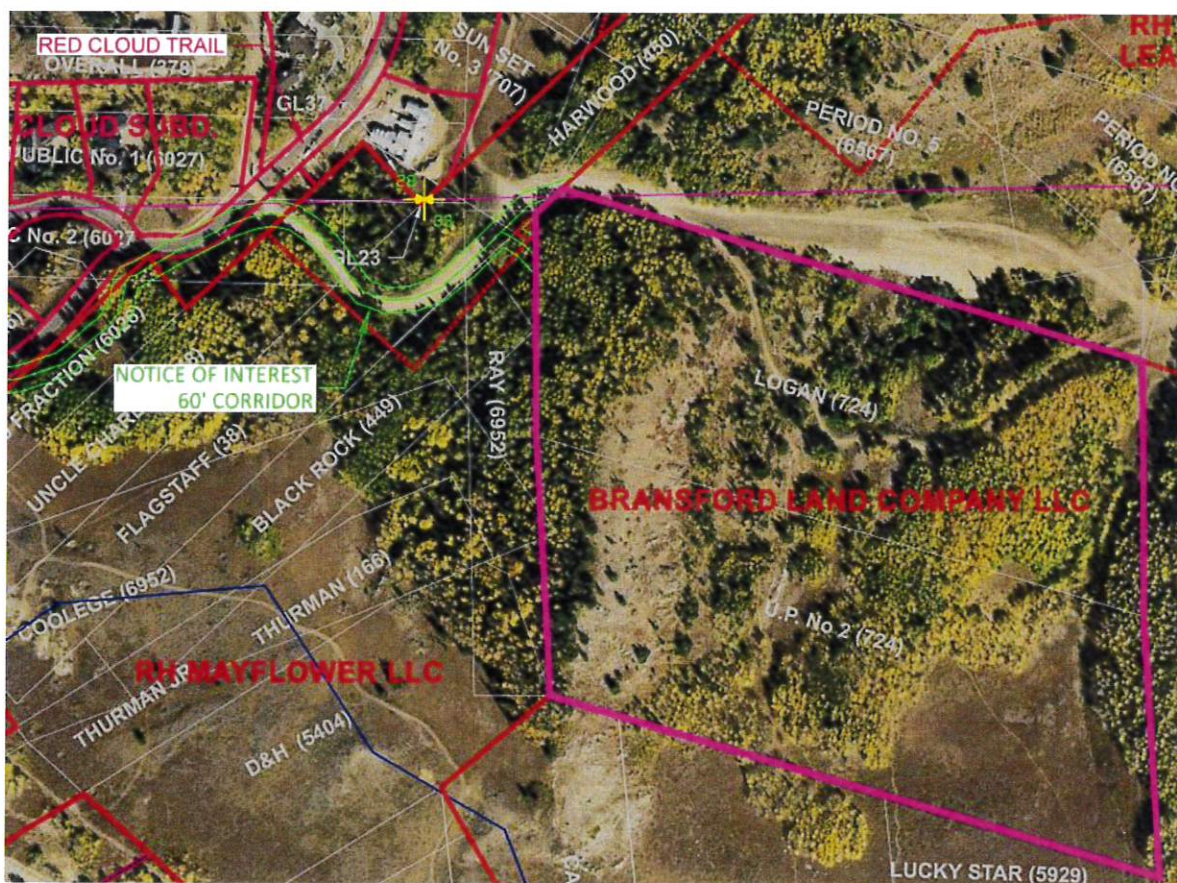
At the work session addressing Bransford's application, Commission members requested additional details about Bransford's plans. Members requested clarity on the location of an access

June 7, 2022

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road to the Bransford parcels, as well as clarity on how utilities could be connected. Although two months have transpired, there is still no clarity on these issues and, as the Staff Report notes, “more information would be necessary to conceptualize workable plans.” (*Id.* at 7.)

Not only do the materials before the Commission lack information responsive to commissioners’ concerns about access and utilities, they omit the fact that Bransford is in litigation with Extell to establish an alleged easement that would partially coincide with Deer Valley’s Ontario ski run. Below is a depiction prepared by Bransford’s own retained surveyor identifying the location of Bransford’s alleged 60-foot-wide access “corridor” (in green) to its parcels, and which Extell disputes:



As you can see, Bransford alleges it has rights to a substantial corridor that overlaps with the portion of the Ontario ski run southeast of Red Cloud Trail. The Bransford application omits

June 7, 2022
Page Three

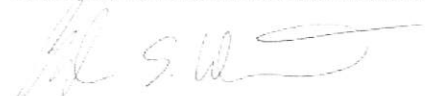
this critical detail or any discussion about how Bransford's alleged access easement, if successful,¹ could impact others' rights and potential recreation on Flagstaff Mountain.

* * *

The Staff Report recognizes a host of challenges to developing Bransford's parcels, including the lack of an access and utility easement reaching the parcels. And Bransford's alleged access "corridor," if established through litigation, could disrupt an existing ski run and recreation within that "corridor"—something the application and Staff Report do not address. Although Bransford may wish to further its own private development goals by changing the parcels' zoning to "Estate," its request is not ripe in light of the many obstacles to development raised in the Staff Report and unanswered questions about access and utilities. The application should therefore be denied.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

cc: Thomas Barton (via email: tbarton@parsonsbehle.com)
Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
John Phillips (via email: john.phillips@parkcity.org)
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Christin Van Dine (via email: christin.vandine@parkcity.org)
Gretchen Milliken (via email: gretchen.milliken@parkcity.org)
Makena Hawley (via email: makena.hawley@parkcity.org)
Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)

¹ Bransford is currently attempting to adjudicate this alleged corridor in court, and the parties are still in active litigation over the existence and scope of Bransford's claimed easement.

EXHIBIT 1

**PARSONS
BEHLE &
LATIMER**

201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Main 801.532.1234
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A Professional
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April 7, 2022

BY EMAIL AND U.S. MAIL

Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Bransford Land Company, LLC – Zone Change Application for
Parcels PCA-S-79-B and PCA-S-79-C**

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Our firm represents several affiliates of Extell Development Company (collectively “**Extell**”) that own property on Flagstaff Mountain. It has come to our attention that Bransford Land Company, LLC (“**Bransford**”) has submitted an application for a zoning change for two Flagstaff parcels—PCA-S-79-B and PCA-S-79-C.¹

We write to make sure the Commission is aware that Extell owns property between Red Cloud Trail and PCA-S-79-B and PCA-S-79-C, and that Bransford does not have a written easement agreement permitting vehicular or other access to its parcels from Red Cloud Trail across Extell’s property. Bransford and Extell are in active litigation over whether Bransford has an implied or prescriptive easement to access Bransford’s parcels, as well as the scope of Bransford’s alleged easement. Extell vigorously disputes Bransford’s claimed access rights across its property—including vehicular access for development—and opposes the installation of utilities across its property to serve the Bransford parcels. Extell will robustly resist any attempt to provide for such utilities or access across its property.

Because Bransford lacks ensured access—including vehicular access for development—or utilities to the Bransford parcels, the application to change the zoning of Bransford’s parcels to “estate” is inconsistent with the purpose of that zoning designation and is premature. The zoning application should therefore be denied.

¹ We have made several requests to the Planning Department for any final application submitted after Bransford’s initial application submitted in October 2021. That initial application, in our view, did not satisfy all submittal requirements. We have not received any additional application..

A. The Bransford Application Is Inconsistent with the Purpose of Estate Zoning.

Bransford's application requests a zoning change from "R.O.S." to "E-Estate" for PCA-S-79-B and PCA-S-79-C. "Estate" zoning is intended for "very low density, environmentally sensitive residential [d]evelopment."² Park City's municipal code assumes that lots zoned as "estate" are capable of such development and are accessible.³

Because Bransford's parcels do not have ensured access from Red Cloud Trail, or a right to install utilities across the Extell properties to permit development, Bransford's zoning change application is inconsistent with the City's municipal code. It should be denied for that reason.

B. Bransford Has Conceded that It Lacks Access, and Extell Disputes Bransford's Claimed Access Across Its Lands in Litigation. Accordingly, the Application is Premature.

Because Bransford cannot develop its parcels without access or utilities, the zoning change application is premature.

In communications with the Park City Planning Department, Bransford conceded it does not have ensured access to its parcels. Bransford has correctly noted that it "has been unable to negotiate an Easement from [Red Cloud Trail] to the BLC Property Line" across the Extell property, and that access from Red Cloud Trail is 1,000 feet away.⁴

As you may recall, several years ago the Mayflower Stichting entities attempted to establish access to Flagstaff lands through litigation and failed in that effort.⁵ Extell likewise disputes that Bransford has a historic access rights across the Extell properties, which are formerly Mayflower lands. Extell also disputes the scope of Bransford's claimed easement in the ongoing litigation. Thus, the issue of access is still very much unsettled. Extell believes it is improper for Bransford to attempt to obtain "estate" zoning for parcels that cannot be developed under the current state of affairs.

Even if Bransford were able to establish its alleged easement through trial and appeal—and Extell intends to defend those efforts at all stages—the claimed route would overlay Deer Valley's Ontario ski run. The Commission should be aware that the Bransford zoning application is part of a plan to develop parcels for which ensured access and utility service do not exist, and which may very well interfere with ski operations.

² Park City Mun. Code § 15-2.10-1.

³ See, e.g., *id.* § 15-2.10-3 ("Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.").

⁴ See Bransford Land Company's Zone Change Justification, attached as Exhibit A.

⁵ See *Stichting Mayflower Mountain Fonds v. United Park City Mines Company*, 2017 UT 42.

April 7, 2022
Page Three

Further, even if Bransford were to gain access to its parcels, it does not have a claim in the current litigation that would permit it to ensure that utilities serve the parcels. Extell would oppose any such effort, including any eminent domain proceedings, which would be an improper use of that power to serve a clearly private use.

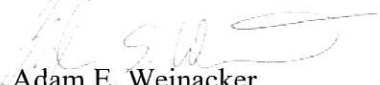
* * *

On March 15, 2022, Anne Bransford, a member of Bransford Land Company, gave public comment on "Deer Valley Development Company's Petition for the City to Vacate Portions of Right-Of-Way on Deer Valley Drive West and South, and to Dedicate Doe Pass Road to the City, as Part of the Snow Park Village Subdivision Application." She urged the Commission to get clarity on that petition before delivering the plan to the City Council. And she urged the applicant to "communicate with [its] neighbors" in approaching its development plans.

The Commission should likewise have full clarity about Bransford's application and understand how this step relates to parcels with no ensured access or utility service. It should also take notice that Bransford's neighbor Extell objects to Bransford's efforts to attempt to develop the parcels and negatively impact Extell's property in doing so. As explained herein, Bransford's application is inconsistent with the City's code, is premature, and should be denied.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

cc: Thomas Barton (via email: tbarton@parsonsbehle.com)
Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
John Phillips (via email: john.phillips@parkcity.org)
Laura Suesser (via email: laura.suesser@parkcity.org)
Douglas Thimm (via email: douglas.thimm@parkcity.org)
Christin Van Dine (via email: christin.vandine@parkcity.org)
Gretchen Milliken (via email: gretchen.milliken@parkcity.org)
Makena Hawley (via email: makena.hawley@parkcity.org)
Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)
Rich Wagner (via email: riwagner@alterramtnco.com)

EXHIBIT A

Bransford Land Company, LLC. Zone Change Justification

The Bransford family, a.k.a. BLC, have owned two undeveloped mining claims in Park City Municipal since 1925.

The two parcels are:

Logan #724	<i>Parcel Number PCA-S-79-C @ 19.80 acres</i>
U.P. No. 2	<i>Parcel Number PCA-S-79-B @ 19.82 acres</i>

Prior Approvals by PCMC:

In or about 1998 BLC became participants in the early versions of the Flagstone Annexation Agreement. Their two parcels were eventually annexed into Park City via the Amended Restated 2007 Flagstaff Annexation Agreement. At that time their part of the Resort was known as “Pod D” which contained an development area known as the “Northside Neighborhood”. Deer Valley also called the area “Flagstaff Mountain”. Today the private, gated residential Subdivision known as “Red Cloud” and consists of 30 fully improved lots.

In our meetings with Staff after submitting the Application they were very curious why BLC decided to start the process with only a “Zone Change” request rather than submitting a full development proposal. The reasons are simple. 1) Code does not forbid an incremental approach; 2) We do not know how to anticipate the needs of the ultimate occupant; and 3) The subsequent approvals will be very expensive for reasons that will be explained further below.

BLC’s Board decided we first need to establish that PCMC still believes the land is appropriate for the development of a single residential limited number of Estate on each of its two 20-acre +/- parcels. If and/or when PCMC approves the “Zone Change” application – BLC will pleased to continue the process of providing the plans and submittals and all other required materials necessary to process a Plat Plan and secure building permits for the required off site roads and infrastructure.

Annexation and the Development Agreement:

BLC and their neighbors at the time, Stichting Mayflower, were asked to sign the Flagstaff 1999 Development Agreement. Both parties chose **not** to do so. UPCM (Developer at the time) could not guarantee either party of what they would receive by pledging their land or what it would cost. The Density associated with the Northside neighborhood was 38 ERUs to UPCM and Deer Valley (the Declarant and Developer of what is now known as Red Cloud) – provided that everyone signed on. In the event that everybody did not sign onto the DIA, UPCM and DV would be entitled to allocate develop 30 of those ERUs. They are now known as the Red Cloud Sub-division.

In hindsight, had the Bransford signed onto the DIA, the declarant would have included their parcels in their Development Approvals. That would have effectively changed their zoning from R.O.S. to Estate Residential, provided them with an easement, a fully improved access road and, established their density allocation (some of the 8 additional available lots). Consequently, (as Mark Harrington has since advised) in order to obtain any development rights on their property, they must now file their own development applications. This Zone Change Application is the first step in that process.

Much has changed over the ensuing years:

- The marketplace proved that there is sufficient demand and capacity to successfully develop this type of high elevation neighborhood.
- All of the 30 fully improved Red Cloud parcels have been developed and/or sold.
- Empire Pass has been all but fully developed as well and is considered an unprecedented success.

- The EPMOA and its sub- HOAs are well established and effectively managed.
- UPCM was purchased by Talisker; however, that asset (and others) were foreclosed by Wells Fargo.
- Wells assigned management of those assets to Redus, who assumed the role of Declarant.
- Stichting Mayflower sold their assets to Extell (aka R.H. Mayflower and a series of related LLC's) who now own the land on all four sides of the Bransford Parcels.
- We regularly read about their Extell's "Billion Dollar Ski Area" development plans.

BLC decided to prepare their property for disposition:

They retained Kuhn Company as a consultant to help them do so. BLC acquired an access and utility easement from Redus on Twisted Branch and Red Cloud Trail to the Ontario Ski Bridge (about 1,000 feet from our closest property line). To date BLC has been unable to negotiate to an Easement from the public road to the BLC Property Line from R.H. Mayflower (or the purchase or the sale of either of their respective parcels). Unfortunately, BLC's path forward from a zone change to fully entitled land has evolved into what will be a much more expensive process than signing onto the Flagstaff DIA would have been.

BLC understands that any benefits it may obtain from an approved zone change to Estate will be conditioned upon subsequently providing everything required under the PCMC Land Management Codes and City Council for an approval on a Plat Plan.

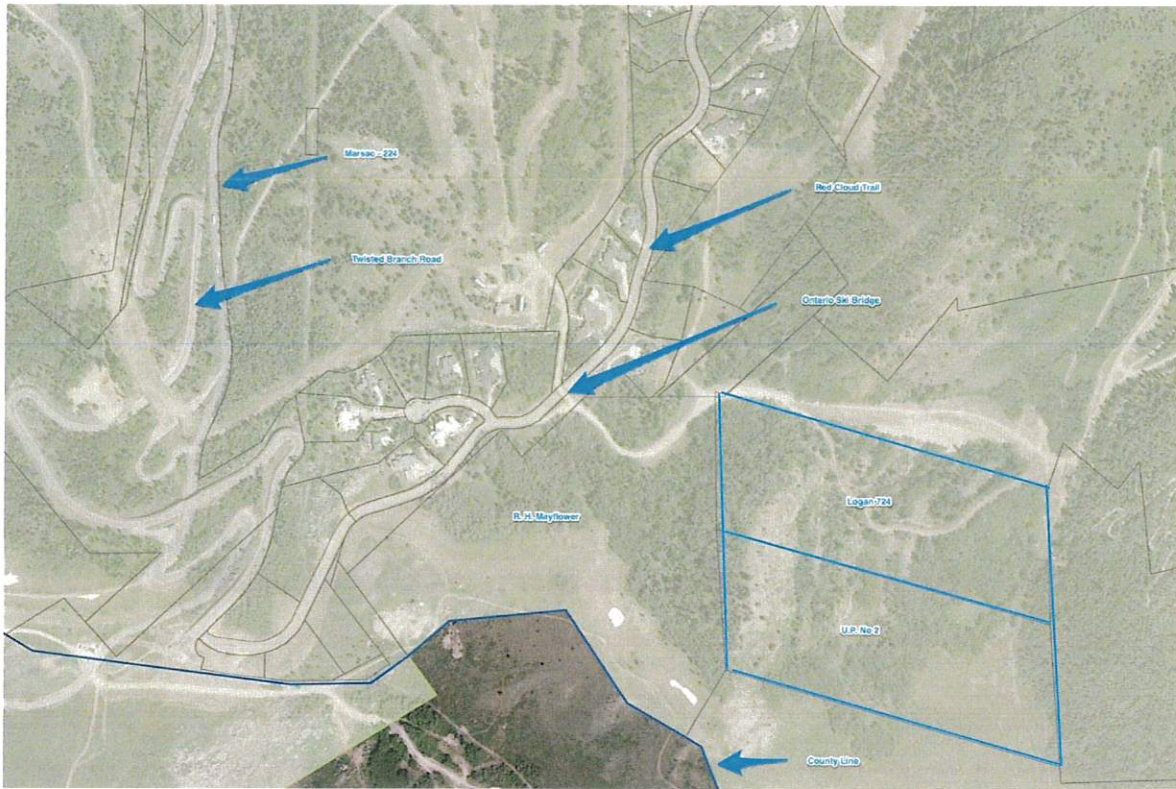
In closing, please note: PCMC previously determined that our two parcels were appropriate for similar use and density when they entered into the 2007 Flagstaff Annexation agreement and annexed the two parcels. Any decision to grant the Zone Change application (from R.O.S. to Estate) will be an approval that is still conditioned upon satisfaction of all the rest of the applicable Land Management Code requirements before any construction activity could be initiated. We urge the Staff and the Planning Commission to view the processing of this request as more of an administrative matter than a fresh entitlement matter.

Respectfully Submitted,

Jeffrey Kuhn

On behalf of:

Bransford Land Company, LC



Planning Commission Staff Report



Subject: 51 Daly Avenue - Subdivision Plat
Application: PL-22-05179
Author: Lillian Lederer, Planner I
Date: August 10, 2022
Type of Item: Plat Amendment

Recommendation

(I) Review the proposed 51 Daly Avenue Plat Amendment; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on September 15, 2022, based on the Draft Ordinance Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: Patrick Van Horn
Location: 51 Daly Avenue
Zoning District: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Planning Commission reviews and forwards a recommendation to City Council for Plat Amendments¹

LMC Land Management Code
HR1 Historic Residential (HR-1) Zone

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

Background

The Planning Department received a Plat Amendment application on February 28, 2022, for the 51 Daly Avenue Plat Amendment. 51 Daly Avenue lies on 22.7 feet of Lot 5 and all of Lot 6 of Block 73. The Applicant currently owns both the portion of Lot 5 and all of Lot 6 and proposes to combine them into one Lot. Both lots are recognized by Summit County as Parcel PC-604. The existing structure, constructed in 1992 and formerly a Duplex and now a Single-Family Dwelling, straddles the lots.



¹ LMC § [15-1-8](#)

The Historic District Commission reviewed a 1992 Historic District Design Review for this property, but no additional renovations were made under that review. The property was not built to the approved plans and was therefore not compliant with Setbacks and Building Height.

On June 12, 2022, the Board of Adjustment approved three Variances for the property regarding:

1. Front Setback - an exception granting the front porch to encroach 3.65 feet in the front Setback;
2. Side Setback - an exception granting the south side of the structure, and future construction, to encroach 1.65 feet into the side Setback;
3. Building Height - an exception granting the maximum Building Height an additional six feet,

(See Exhibits C and D) ([Staff Report](#); [Audio](#)).

Analysis

(I) The proposal complies with the Historic Residential (HR-1) Zoning District requirements outlined in LMC Chapter [15-2.2](#).

51 Daly Avenue is in the HR-1 Zoning District. Single-Family Dwellings are an Allowed Use in the HR-1 Zoning District.² Planning documents from the 1990s indicate the property was a Duplex. However, the current property owner plans to enclose the parking/driveway and convert the property to a Single-Family Dwelling. Condition of Approval 9 requires a plat note indicating the property is a Single-Family Dwelling and conversion to a Duplex requires a Conditional Use Permit.

The proposed Lot combines Lots 5 and 6. Lot 5 is 22.7 feet wide, and Lot 6 is 21.5 feet wide; the combination of the Lots creates a 44.2-foot-wide Lot. The length of the Lot is 100 feet. This creates a proposed Lot of 4,200 square feet.

The table below outlines the LMC § 15-2.2-3 *Lot and Site Requirements* for the HR-1 Zoning District:

Zoning Requirement	Analysis of Proposal
Minimum Lot Size- 1875 square feet	Complies- 4,200 sq ft
Lot Width- 25'	Complies- 44.2'
Maximum Building Footprint-	$(4200/2) \times 0.9^{4200/1875}$

² LMC [§ 15-2.2-2\(A\)\(1\)](#)

Determined by (LOT AREA/2) x 0.9 ^{AREA/1875}	$2100 \times 0.9^{2.24}$ $2100 \times .789774707104278$ 1658.526884918983 $= 1658.53 \text{ sq ft.}$ Complies- 1,370 sq ft
Minimum Front and Rear Setback- 12'/13' for a total of 25'	Front Setback: Legal Non-Complying- 7.35' On July 12, 2022, the Board of Adjustment approved a Variance to the front setback, allowing 27.4' of the front deck to encroach into the front setback by 3.65' (see Exhibit D). Rear Setback: Complies- 13'
Minimum Side Setbacks- 5' each	Northside setback: Complies- 5' South side setback: Legal Non-Complying- 3.35' On July 12, 2022, the Board of Adjustment approved a Variance of 2.65' to the south side setback, allowing for the owner to construct additional square footage up to that setback (see Exhibit D).
Maximum Building Height- 27' from Existing Grade	Legal Non-Complying- 33' On July 12, 2022, the Board of Adjustment approved a six-foot Variance to the existing building height (see Exhibit D).

The Plat Amendment is consistent with the LMC requirements and applicable State law regarding Plats. Any new structures must comply with applicable LMC requirements and Chapter [15-13](#), *Design Guidelines for Historic Districts and Historic Sites*. The property is not within the soils ordinance boundary and in the event that mine wastes or impacts are encountered, the applicant is responsible for handling the material properly (see Condition of Approval 4).

(II) There is Good Cause for the Plat Amendment and no public street, Right-of-Way, or easement is vacated or amended.

The proposed Plat Amendment combines two lots. The Planning Commission and City

Council review the Plat Amendments according to LMC [§ 15-7.1-3\(B\)](#) and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.³

The Land Management Code defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and 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.”

There is good cause for this Plat Amendment because it brings a non-complying duplex into compliance as a Single-Family Dwelling. As well, the applicant received Board of Adjustment approval and may now update and improve the structure, with a recorded Plat.

51 Daly Avenue is accessed by Daly Avenue, a public Right-of-Way, and the proposed Plat Amendment will not impact the Right-of-Way.

(III) The Development Review Committee reviewed the proposal on May 17, 2022, and did not identify any issues.

Department Review

The Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City’s website and posted notice to the property on July 27, 2022. Staff published notice on the Utah Public Notice website on July 27, 2022. Staff mailed courtesy notice to property owners within 300 feet on July 27, 2022. The Park Record published notice on July 27, 2022.⁴

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 51 Daly Avenue - Plat Amendment for City Council’s consideration on September 15, 2022;
- The Planning Commission may deny 51 Daly Avenue - Plat Amendment and direct staff to make findings for the denial; or

³ LMC [15-7.1-6\(C\)](#)

⁴ LMC [§ 15-1-21](#)

- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance 2022-XX

Exhibit B: Proposed Plat

Exhibit C: July 12, 2022 Board of Adjustment Staff Report

Exhibit D: July 12, 2022 Board of Adjustment Final Action Letter

Exhibit E: Site Plans and Survey

Ordinance No. 2022-XX

AN ORDINANCE APPROVING THE 51 DALY AVENUE PLAT AMENDMENT, LOCATED AT 51 DALY AVENUE, SUMMIT COUNTY, PARK CITY, UTAH

WHEREAS, the owner of the property located at 51 Daly Avenue petitioned the City Council for approval of the 51 Daly Avenue Plat Amendment to combine 22.7 feet of Lot 5 and all of Lot 6 of Block 73; and

WHEREAS, on July 27, 2022, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 27, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on August 10, 2022, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a _____ recommendation to the City Council;

WHEREAS, on September 15, 2022, the City Council reviewed the 51 Daly Avenue Plat Amendment and held a public hearing; and

WHEREAS, the 51 Daly Avenue Plat Amendment is consistent with the Land Management Code § 15-7.1-3(B) and Chapters 15-2.2, and 15-7.

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

SECTION 1. APPROVAL. The 51 Daly Avenue Plat Amendment is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The plat is located at 51 Daly Avenue within the Historic Residential (HR-1) District.
2. The 51 Daly Avenue Plat Amendment consists of 22.7 feet of Lot 5 and all of Lot 6 of Block 73.
3. On February 28, 2022, the current owner and applicant submitted an application for a Plat Amendment to combine two existing lots into one legal lot of record containing a total of 4,200 square feet.
4. Staff deemed the Plat Amendment application complete on July 12, 2022.
5. The subject parcel is PC-604 (at 51 Daly Avenue).
6. The HR-1 zone requires a minimum lot area of 1,875 square feet for a single-family dwelling. The proposed lot area meets the minimum lot area for a single-family dwelling. The Use of the current structure on the lots is Single Family Dwelling.
7. The minimum lot width allowed in the district is twenty-five feet (25'). The proposed combined lot width is 44.2'. The lot depth is 100'.
8. The minimum side yard setbacks for a 44.2' wide lot is 5 feet. On July 12, 2022, the Board of Adjustment approved a variance from the south side setback from 5 feet to 3.35 feet.

9. The minimum front and rear setbacks for 100' deep lot are 12' and 13' for a total of 25'. On July 12, 2022, the Board of Adjustment approved a variance from the front setback, allowing an existing non-compliant deck to encroach into the setback.
10. The maximum building height for the HR-1 zone is 27'. The current structure is 33'. On July 12, 2022, the Board of Adjustment approved a six foot variance to the height.
11. There are no existing encroachments on the affected parcels.
12. The proposed lot area of 4,200 square feet is a compatible lot combination as the entire Historic Residential-1 District has an abundance of sites with the same or similar dimensions and lot area.
13. The existing Single-Family Dwelling has a footprint of 1,370 square feet.
14. The maximum footprint allowed in the HR-1 zone is 1,658.53 square feet for the proposed lot.
15. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because the combination of the two lots brings a non-complying duplex into compliance as a Single-Family Dwelling, and the structure may be updated and improved.
2. The Plat Amendment is consistent with the Land Management Code.
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's Office, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work shall be issued until the plat is recorded and until the Historic District Design Review, if required, application is submitted and approved.
4. The property is not located within the Park City Soil Ordinance Boundary and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
5. New construction must comply with Setbacks and Conditions of Approval set by the Board of Adjustment on July 12, 2022 (PL-22-05280).
6. Any construction impacting the exterior of the structure on the property requires a Historic District Design Review through the Planning Department.

7. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards for new construction is a condition precedent to building permit issuance.
8. No remnant partial lot resulting from this approval is separately developable without a plat amendment in conformance with applicable zoning at the time of application.
9. A plat note shall indicate that the property is approved for a Single-Family Dwelling and conversion to a Duplex requires a Conditional Use Permit.

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

PASSED AND ADOPTED this 15th day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

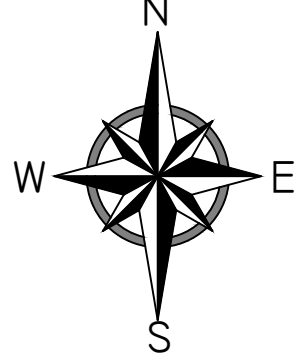
APPROVED AS TO FORM:

City Attorney's Office

Attachment

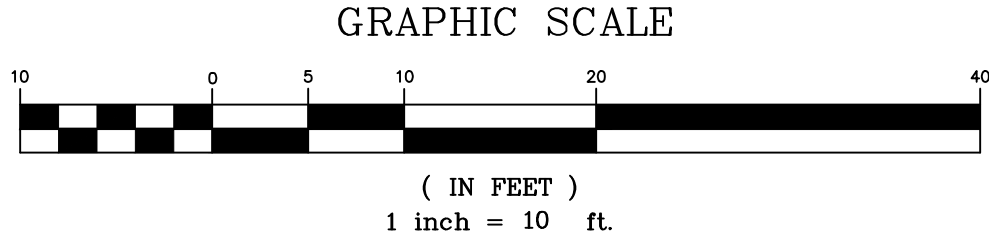
Attachment 1 – 51 Daly Avenue Plat Amendment

SYMBOL LEGEND	
	ADJACENT PROPERTY
	BOUNDARY
	FOUND REBAR WITH CAP



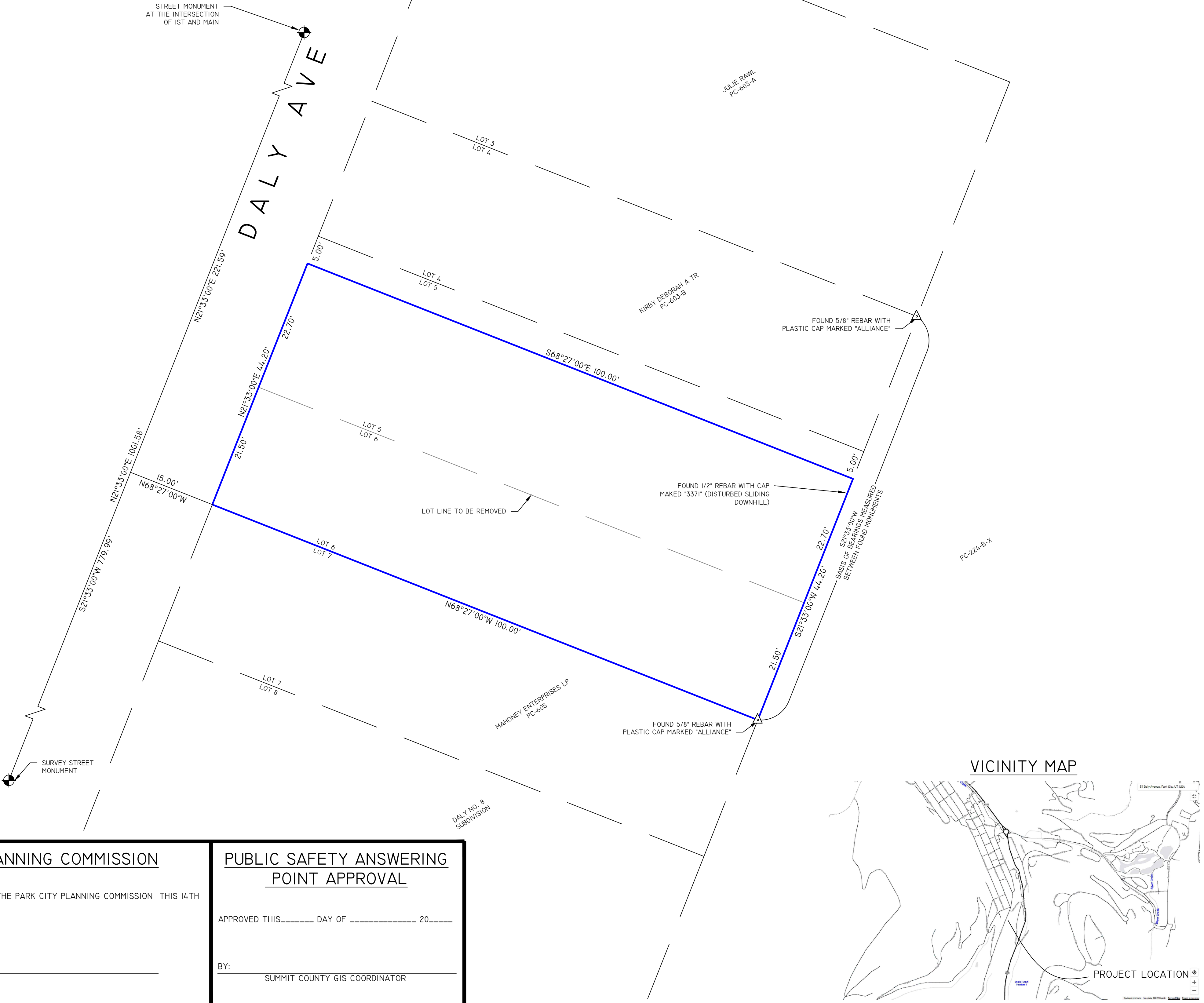
51 DALY PLAT AMENDMENT

A COMBINATION OF LOT 6 AND A PORTION OF LOT 5
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH.

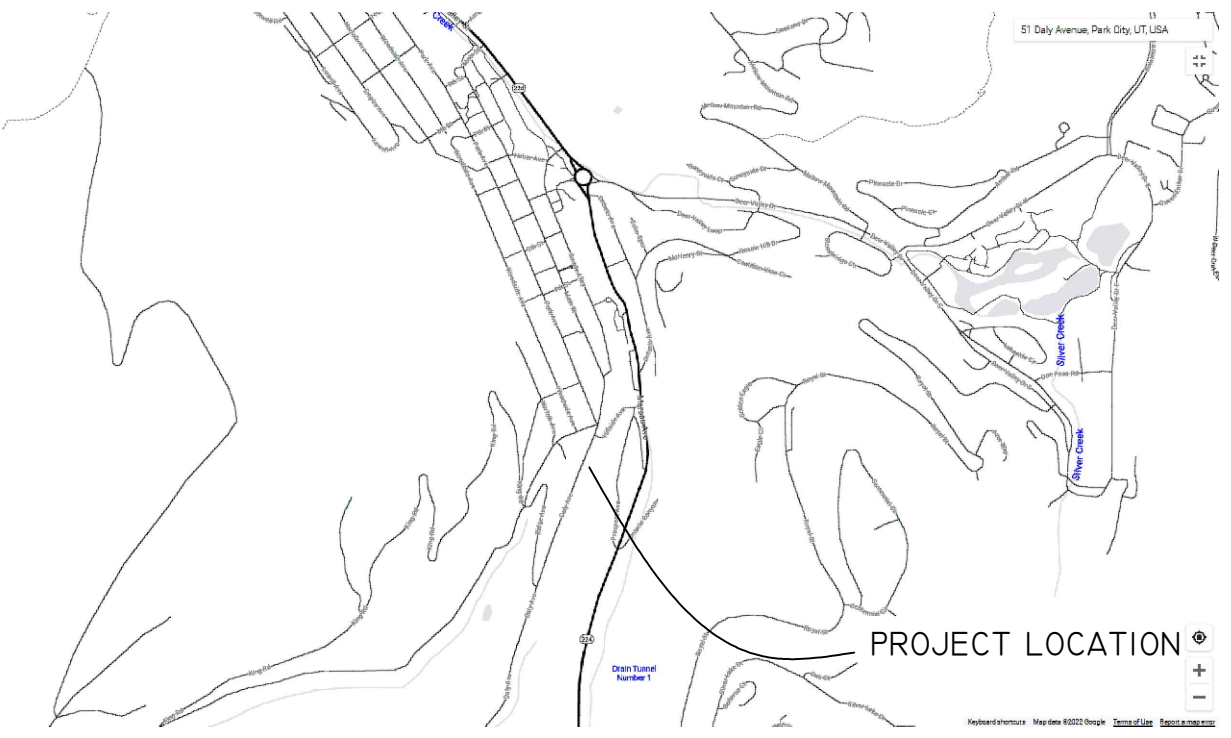


PLAT NOTES:

- I. A HISTORIC DISTRICT DESIGN REVIEW APPLICATION IS REQUIRED FOR ANY NEW CONSTRUCTION PROPOSED AT THE SITE.



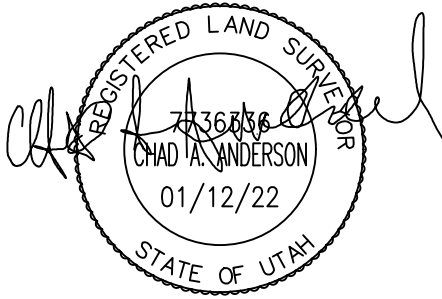
VICINITY MAP



SURVEYOR'S CERTIFICATE

I, CHAD A ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 7736336 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO 51 DALY PLAT AMENDMENT.

CHAD A ANDERSON DATE



BOUNDARY DESCRIPTION

THE SOUTH 22.7 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 73, MILLSITE RESERVATION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

CONTAINING 0.10 ACRE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF TRACT OF LAND DESCRIBED HEREON AS 51 DALY PLAT AMENDMENT, HAS CAUSED A SURVEY TO BE MADE AND THIS PLAT TO BE PREPARED, SAID OWNER HEREBY DEDICATES FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON. I DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED AND I, _____, HEREBY CONSENT TO THE RECORDATION OF THIS PLAT

IN WITNESS WHEREOF THE OWNER HAS SIGNED THIS ____DAY OF _____20____.

BY: NAME TITLE PVH DEVELOPERS LLC

ACKNOWLEDGEMENT

STATE OF _____ BY _____
COUNTY OF _____ } S.S.
BY _____

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____, WHO, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THAT _____ IS THE MANAGER OF PVH DEVELOPERS LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY BY AUTHORITY OF ITS ARTICLES OF ORGANIZATION, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SEAL BELOW)

51 DALY PLAT AMENDMENT

AN COMBINATION OF LOT 6 AND A PORTION OF LOT 5
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH.

RECORDED

ENTRY NO. _____

STATE OF UTAH COUNTY OF SUMMIT

DATE _____ TIME _____

RECORDED AND FILED AT THE REQUEST OF:

FEE: _____

COUNTY RECORDER

PREPARED BY

ELEMENT
LAND SURVEYING

2296 SOUTH 270 EAST, HEBER CITY, UT 84032
801 - 592 - 5975 & 801 - 657 - 8748

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS ON
THIS _____ DAY OF _____ 20 ____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS 14TH
DAY OF APRIL 2021

BY: _____
CHAIR

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____ 20 ____

BY: _____
SUMMIT COUNTY GIS COORDINATOR

CITY ENGINEER

I FIND THIS PLAT TO BE IN CONFORMANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____ DAY OF _____ 20 ____

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ 20 ____

PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS
_____ DAY OF _____ 20 ____

PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTANCE ON THIS 29TH DAY OF APRIL, 2021 BY THE PARK CITY
COUNCIL

MAYOR

Board of Adjustment Staff Report



Subject: 51 Daly Avenue
Application: PL-22-05280
Author: Lillian Lederer, Planner I
Date: July 12, 2022
Type of Item: Variance- Administrative

Recommendation

Staff recommends that the Board of Adjustment (I) review the proposed application; (II) conduct a public hearing; and (III) consider approving the Applicant's request for Variances from the:

1. Front Setback - an exception granting the front porch to encroach 3.65 feet in the front Setback;
2. Side Setback - an exception granting the south side of the structure to encroach 1.65 feet into the side Setback;
3. Building Height - an exception granting the maximum Building Height by six feet,

pursuant to Land Management Code [Section 15-10-8](#) based on the Draft Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: Patrick Van Horn
Location: 51 Daly Avenue
Zoning District: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Variances require Board of Adjustment approval¹

LMC Land Management Code
HR-1 Historic Residential – 1

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

Background

The Planning Department received a Variance application for Setbacks and Height on June 8, 2022, for 51 Daly Avenue. The Applicant currently owns both 22.7 feet of Lot 5 and all of Lot 6 of Block 73, which encompass 51 Daly Avenue. 51 Daly Avenue is in the Historic Residential – 1 (HR – 1) Zoning District. The Applicant proposes to combine the Lots into one Lot and convert the right



¹ LMC § [15-1-8](#)

driveway space into living space. The Applicant is proposing to use this structure as a Single-Family Dwelling (see Condition of Approval 8), which is an Allowed Use in the HR – 1 Zoning District.

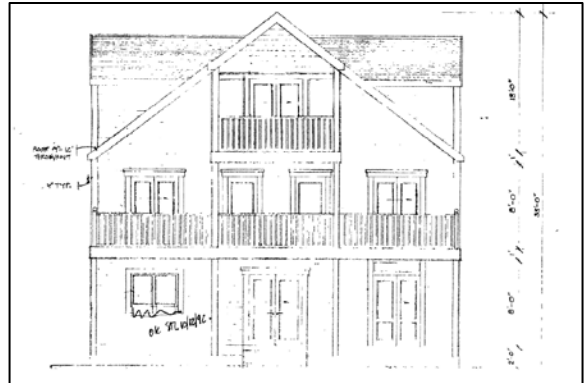
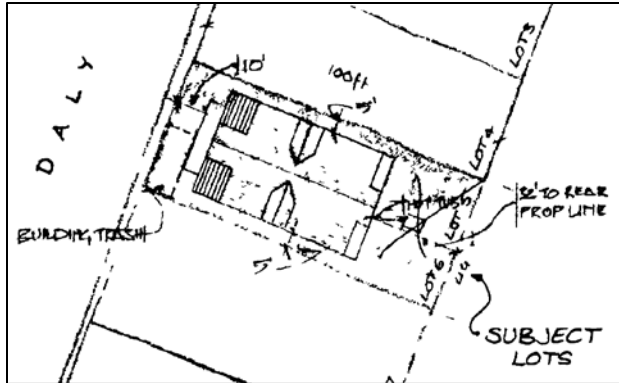
The image below, provided by the Applicant, shows 51 Daly Avenue, which was historically a Duplex and is now proposed to be used as a Single-Family Dwelling:



51 Daly Avenue is a Single-Family Dwelling that was constructed in 1992. The Historic District Commission reviewed a 1992 Historic District Design Review for new construction, as was then required by the LMC, but no additional renovations were made at that time. The 1992 review, and approved plans, establish that the original structure was a Duplex, which was an Allowed Use under the 1992 Land Management Code. Per the 1992 Land Management Code, a Duplex had a front Setback of ten feet, side Setbacks of five feet, and maximum height of 32 feet. Additionally, there is no historical indication of progression with this structure after that review.

The 1992 plans show a front 10' Setback, and 5' side Setbacks, as required by the 1992 code. The plans also show a 33' tall structure. The current survey, however, shows that the structure was not built according to the approved plans (see Exhibit C).

The images below illustrate the plans approved in 1992, where the structure's setbacks were drawn to be compliant with the 1992 LMC:



The current structure is compliant with the Front, Rear, and north Side Setbacks. The current structure is not compliant with the south side Setback, nor Building Height. The structure gets increasingly, though minimally, less compliant as you proceed from the front of the structure to the rear, as the non-compliance increases from a 1.48' encroachment to a 1.65' encroachment into the south Side Setback. The structure also exceeds maximum Building Height by one foot. Additionally, the front deck is not compliant with current Front Setback exceptions. The non-compliant portions are shown in yellow below. The white lines are the Setbacks for the structure.



The existing conditions survey (see Exhibit C) shows the current structure was not built according to the approved plans and that the Front and Side Setbacks, and Building Height, are not in compliance with the 1992 Land Management Code (LMC) or today's

LMC.

LMC [§ 15-1-11\(B\)](#) states “[t]he Board of Adjustment must review Applications for Variances. Such approval must be obtained from the Board of Adjustment prior to the issuance of any . . . approval by the Planning Commission or Planning Department. All action on an Application shall be stayed upon the determination that a Board of Adjustment approval is required.” To bring a Subdivision Plat application to the Planning Commission and City Council to establish a Lot to accommodate proposed enclosure of the driveway to convert the area to living space, the Applicant has requested a Variance to the front and south side Setback, and height.

Analysis

(I) The Applicant seeks a Variance from the Historic Residential-1 (HR-1) Zoning District Front Setback, Side Setback, and Building Height Requirements outlined in LMC [§ 15-2.2-3](#).

The Applicant proposes combining Lots 5 and 6 to create one lot for the Single-Family Home. Lot 5 is 22.7 feet wide, and Lot 6 is 21.5 feet wide; the combination of the Lots creates a 44.2-foot-wide Lot. The length of the Lot is 100 feet. If the City Council approves the Lot combination, the proposed Lot will be 4,200 square feet.

The Land Management Code from 1992 (see Exhibit D, pg. 1-2) dictates that for a Duplex in the HR-1 Zoning District, the side Setback was 5’ and the front and rear Setbacks were 10’ each. Therefore, the existing structure does not fully comply with the 1992 LMC HR-1 Zoning District Setbacks, nor current LMC HR-1 Zoning District Setbacks.

[LMC § 15-2.2-3\(G\)\(3\)](#) states, “the Front Setback must be open and free of any Structure except: decks... not more than ten feet (10’) wide and projecting not more than three feet (3’) into the Front Setback. The existing deck in the front façade is 34 feet long, of which, approximately 24 feet protrudes into the front Setback by 3.65’. The protrusion is .65 feet over current LMC deck exceptions in the front Setback, and 14 feet longer than allowed for an exception. Decks were not an exception in the front Setback under the 1992 LMC (see Exhibit E, pg. 3) and the deck is not compliant with either LMC.

The south side of the structure encroaches into the side Setback by 2.65’, which is not compliant with the 1992 LMC, nor with the current [LMC § 15-2.2-3\(I\)](#), which requires a side Setback of 5 feet.

According to the 1992 LMC (Exhibit E, pg. 4), the maximum height for the HR-1 Zoning District was 28’, with up to 5’ extension of a gable or similar pitched roof. The existing structure has a gable roof and is 33’ which is not compliant with the 1992 LMC, nor with the current [LMC § 15-2.2-5](#).

The table below illustrates the requirements of the LMC in the HR-1 Zoning District in 1992 and the current code:

Zoning Requirement	1992 LMC Analysis	2022 LMC Analysis
Minimum Lot Size	Required- 3750 sf (for Duplex) Complies- 4200 sf (No Variance requested)	Required- 1875 sf (for Single Family Dwelling) Complies- 4200 sf (No Variance requested)
Lot Width	Required- 25' Complies- 44.2' (No Variance requested)	Required- 25' Complies- 44.2' (No Variance requested)
Maximum Building Footprint- Determined by (LOT AREA/2) x 0.9 ^{AREA/1875}	Did not exist (No Variance requested)	$(4200/2) \times 0.9^{4200/1875}$ $2100 \times 0.9^{2.24}$ $2100 \times .789774707104278$ 1658.526884918983 $= 1658.53$ sf allowed Complies- 1370 sf existing (No Variance requested)
Minimum Front and Rear Setback	Minimum Front and Rear Setback - 10' each Front Setback: Not Compliant- 7.35' The Duplex is compliant with the 1992 10' Setback; however, 24.7' of the front deck extends into the front Setback by 3.65'. Per the LMC decks are an exception to the front Setback that are "...not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback." The deck projects into the front Setback by 3.65' and is more than 10' wide and is therefore non-complying. (Variance requested) Rear Setback: Complies- 13' (No Variance requested)	Minimum Front and Rear Setback- 12'/13' for a total of 25' Front Setback: Not Compliant- 7.35' The Single-Family Dwelling is compliant with the 12' Setback. However, of the 34' front deck, 24.7' of the deck extends into the front Setback by 3.65' (~90 sf). Per the LMC § 15-2.2-3(G), decks are an exception to the front Setback that are "...not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback." The deck projects into the front Setback by 3.65' and is more than 10' wide and is therefore non-complying. (Variance requested) Rear Setback: Complies- 13' (No Variance requested)
Minimum Side Setbacks	Minimum Side Setbacks- 5' each (for Duplex) North side Setback: Complies- 5'	Minimum Side Setbacks- 5' each (for Single Family Dwelling) North side Setback:

	(No Variance requested) South side Setback: Not Compliant- 3.35' (Variance requested)	Complies- 5' (No Variance requested) South side Setback: Not Compliant- 3.35' (Variance requested)
Maximum Building Height	Maximum Building Height- 27' However, "The ridge of a gable, hip, gambrel, or similarly pitched roof may extend up to five feet about the specified maximum height limit for the zone." Not Compliant- 33' Structure is one foot above the compliance of height requirements (over 5' above the maximum Building Height for the zone)	Maximum Building Height- 27' Not Compliant- 33' Structure is six feet above the compliance of height requirements, as roofs height is not an exception to Building Height (over 5' above the maximum Building Height for the zone)

The Applicant is therefore requesting Variances from the Front Setback, Side Setback, and Building Height as follows:

- The deck: allowing it as exception in the Front Setback. This is under the condition that no other structures are allowed to be built out to the front Setback (see Condition of Approval 2).
- The south Side Setback: the Applicant is requesting the entire side Setback to be reduced from five feet to 3.35' (see Condition of Approval 3).
- The maximum Building Height: allowing the structure to remain 33' tall. This is under the condition that no other structures are allowed to be built above existing height requirements (see Condition of Approval 4).

Regarding the south Side Setback, the Applicant is requesting that the Variance be applied to the entire side, and not just the existing structure, to be able to add additional square footage on that side of the structure. The Applicant would request that Condition of Approval 3 be removed to allow for this construction.

There are no existing encroachments on the property, and the proposed Variances do not create necessary encroachments on adjacent properties.

(II) The proposal complies with the Variance criteria outlined in LMC [§ 15-10-8\(C\)](#).

In order to grant the requested Variances to the Front and Rear Setbacks, and to the Building Height, the Board of Adjustment must find that all five (5) criteria outlined in LMC [§ 15-10-8](#) are met. The applicant bears the burden of proving that all the conditions justifying a Variance have been met (see Exhibit B for the Applicant's Narrative).

In determining whether or not enforcement of the Zoning Ordinance would cause unreasonable hardship under LMC Section [15-10-9\(C\)\(1\)](#), the Board of Adjustment may not find an unreasonable hardship unless the alleged hardship is located on or associated with the Property for which the Variance is sought and comes from circumstances peculiar to the Property, not from conditions that are general to the neighborhood. In determining whether or not the enforcement of the LMC would cause unreasonable hardship, the Board may not find an unreasonable hardship if the hardship is self-imposed or economic.

The Applicant seeks Variances from the Side and Front Setbacks and Building Height to convert a portion of parking area into living area. Without the Board's approval, no Subdivision Plat can be approved, and no structural improvements may be made to the non-complying Structure.

Per [LMC § 15-10-8](#), "the Applicant shall bear the burden of proving that all of the conditions justifying a variance have been met." The Applicant's analysis is found below:

Variance Review Criteria	Analysis of Proposal
1. Literal enforcement of the Land Management Code would cause an unreasonable hardship for the Applicant that is not necessary to carry out the general purpose of the Land Management Code;	<u>Applicant's Statement:</u> The house was built in the 1990s, moving the entire house would be a very big hardship to be in compliance with today's codes. It would be unreasonable to move the house for a few feet in my opinion. It is unreasonable to require me to build within current Setbacks because my existing house was built incorrectly so long ago. It would not be a burden to anyone and would be granting me my right as a property owner.
2. There are special circumstances attached to the Property that do not generally apply to other Properties in the same zone;	<u>Applicant's Statement:</u> Because the house has been in the same spot for so many years with no issues, I do not see any issues going forward with current location. In addition to that, requiring me to build within the current set back would make the house look very odd and have walls that would not look uniform to the neighborhood. I simply want to close in my driveway on the right side of the house and make the house uniform on both sides (symmetrical). This would improve the look and neighborhood feel.
3. Granting the variance is essential to the enjoyment of a substantial Property right possessed by other Property in the same zone;	<u>Applicant's Statement:</u> I am unable to enjoy my house to the fullest because the current house is not within the Setbacks. And I cannot add onto my house. I want to be able to continue the footprint of the house and close in my garage, I would not be extending any walls beyond

	current footprint/driveway. It is unreasonable to require me to build within current Setbacks because my existing house was built incorrectly so long ago. Granting this Variance would be essential in updating the house to current finishes. The house has been in disrepair for some time, so letting me clean it up and make it nice would be a great thing for myself and the entire neighborhood.
4. The variance will not substantially affect the General Plan and will not be contrary to the public interest; and	<u>Applicant's Statement:</u> The Variance would not hurt the general plan. By fixing the exterior and keeping up with maintenance, it would improve the neighborhood. My house would fit in great with the rest of the neighborhood. I would stay within the allowable footprint, and follow the rest of the codes within Park City.
5. The spirit of the Land Management Code is observed and substantial justice done.	<u>Applicant's Statement:</u> When the house was built, it was apparently built in the wrong spot given the Setbacks. I would just need this Variance to be granted and the rest of my work would all be within current Land Management Code.

Staff finds the request for Variance to the side Setback, front Setback, and Building Height for the current structure reasonable and consistent with the conditions required.

The existing Single-Family Dwelling straddles two Lots. To modify structural elements of the Single-Family Dwelling, the property owner must apply for a Subdivision to combine the Lots. The Subdivision Application cannot be approved unless the Variances are granted.

Staff finds that the spirit of the Land Management Code is observed, and substantial justice is done. Granting the Variances will permit the owner to become more compliant with the current requirements of the Land Management Code, to record a Subdivision Plat, and then make improvements to their property. All other LMC-related site and lot criteria, including the other Setbacks, footprint, parking, design, uses, etc. will be met.

(III) The Development Review Committee reviewed the proposal on May 17, 2022, and did not identify any issues.

Department Review

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

Notice

Staff published notice on the City's website and posted notice to the property on June 28, 2022. Staff published notice on the Utah Public Notice website on June 28, 2022.

Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 28, 2022².

Public Input

Staff received inquiries regarding the project, but did not receive any public input at the time this report was published.

Alternatives

- The Board of Adjustment may grant the Variances requested according to the Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A) and/or as amended; or
- The Board of Adjustment may deny the Variances requested and direct staff to make findings of fact to support this decision; or
- The Board of Adjustment may continue the discussion and request additional information on specific items.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Applicant's Variance Narrative

Exhibit C: Site Plans and Survey

Exhibit D: 1992 LMC HR-1 Zone

Exhibit E: 1992 LMC Exceptions

² LMC [§ 15-1-21](#).



July 12, 2022

Patrick Van Horn
PO Box 681084
Park City, UT 84068
(920) 912-7277; patrick@vanhornre.com

NOTICE OF BOARD OF ADJUSTMENTS ACTION

Description

Address:	51 Daly Avenue
Zoning District:	Historic Residential – 1 (HR-1)
Application:	Variance
Project Number:	PL-22-05280
Action:	Approved with Conditions
Date of Final Action:	July 12, 2022
Project Summary:	A request for Variances from the Front and South Side Setback pursuant to Section 15-2.2-3, and from Maximum Building Height pursuant to Section 15-2.2-4 in order to record a Subdivision Plat of the 51 Daly Avenue site.

Action Taken

On July 12, 2022, the Board of Adjustments conducted a public hearing and approved the Variances to the existing Single-Family Dwelling according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. The property is located at 51 Daly Avenue in the Historic Residential-1 (HR-1) Zoning District.
2. The HR-1 zone is characterized by historic and contemporary homes on one (1) to two (2) lot combinations.
3. The structure on the site was built as a Duplex in 1992, but currently is a Single-Family Dwelling.
4. The Single-Family Dwelling resides on two lots. Lot 5 is 22.7 feet and Lot 6 is 21.5 feet, for a total width of 44.2 feet.
5. The property consists of 4,200 square feet.
6. There is an existing ~1,370 square foot non-historic Single-Family Dwelling on the property.
7. The current structure is 33', which is not compliant with the 1992 LMC or current LMC.
8. The Applicant is requesting a Variance to LMC § 15-2.2-4, to allow the structure to remain at six feet above zone height.

9. The current LMC requires a 12' Front Setback if the Rear Setback is 13'.
10. The existing house has a rear Setback of 13' and is compliant with the LMC.
11. The existing house is set back from the front property line by 10', which was compliant with the 1992 LMC.
12. Approximately 24' of the Deck on the front façade extends 3.65' into the front Setback, which was not compliant with the 1992 LMC.
13. The Applicant is requesting a Variance to LMC § 15-2.2-3(G) to reduce the current required 12' front yard Setback to 7.35'.
14. The current LMC requires a 5' Side Setback for Lots with widths up to 50'.
15. The north side of the structure is compliant with the required side Setback in the LMC.
16. The south side of the structure encroaches into the side Setback by 2.65'.
17. The Applicant is requesting a Variance to LMC § 15-2.2-3(I) to reduce the required 5' South Side Setback to 3.35'.
18. Literal enforcement of the LMC would cause an unreasonable hardship for the Applicant that is not necessary to carry out the general purpose of the LMC as there are circumstances specific to this property that are unique and are not conditions general to the neighborhood. Recording old town lots on Plats is a usual and encouraged practice by the City. Without the Variances, the Owner cannot record a Plat. (Criteria 1)
19. There are special circumstances attached to this property that do not generally apply to other Properties in the same zone. Without granting the Variances, the Owner cannot record a Plat and cannot make external changes to their Single-Family Dwelling. (Criteria 2)
20. Granting the Variances are essential to the enjoyment of a substantial property right possessed by other property in the same zone. Granting the Variances allows the property owner to record a Plat, to make external changes to their Dwelling, and fully enjoy their property rights. (Criteria 3)
21. The Variances will not substantially affect the General Plan and will not be contrary to public interest. The proposal is compliant with Goals 1, 7, and 14 of the General Plan. (Criteria 4)
22. The spirit of the Land Management Code is observed, and substantial justice is done. Granting the Variances will allow the applicant to record a Plat and expand their home within the allowed Building Footprint of HR-1 Zone Requirement's. (Criteria 5)
23. All other LMC related site and lot criteria, including the other Setbacks, footprint, parking, Uses, etc. will be met.

Conclusions of Law

1. Literal enforcement of the HR-1 District requirements for this property causes an unreasonable hardship that is not necessary to carry out the general purpose of the zoning ordinance.
2. There are special circumstances attached to the property that do not generally apply to other properties in the same district.
3. Granting the Variances is essential to the enjoyment of a substantial property right possessed by other property in the same zone.

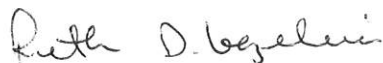
4. The proposal is consistent with the General Plan.
5. The spirit of the zoning ordinance is observed by this application.

Condition of Approval

1. The Variances are limited to the existing Single-Family Dwelling as built, and indicated on the plans submitted with this application dated June 30, 2022, unless otherwise approved with an HDDR approval.
2. Aside from the existing deck, no other structures allowed in the front Setback. Front Setback Exceptions found in LMC § 15-2.2-3(G) are only allowed under the required zone Setback of 12'. Modification to the front deck, aside from structural repairs, is not allowed, or the owner is required to bring the deck into compliance with current LMC.
3. Subject to approval of an HDDR, the Applicant may construct additional square footage that follows the existing structure, adjacent to the south property line, not to exceed the approved variance south side setback of 3.35 feet. The Applicant shall not exceed the maximum allowed building footprint of 1658.53 square feet.
4. The June 20, 2022, plans do not modify the current height of 33', and any future changes made to the structure must comply with zone height pursuant to LMC § 15-2.2-5.
5. The Applicant shall record a Subdivision Plat for 51 Daly Avenue prior to the issuance of a building permit for any new construction. If a plat amendment is denied, this application shall be void and the structure shall remain regulated by the LMC § 15-9-6 re: non-complying structures.
6. The occupancy/single family use following the new construction must be compliant with Off-Street parking regulations found in LMC § 15-3-6.
7. The Applicant will need to submit an HDDR application for the proposed design to the Planning Department for review for compliance with the Design Guidelines for Historic Districts and Historic Sites prior to the issuance of a building permit for the new construction.
8. The Use of this structure shall be limited to Single-Family Dwelling.
9. Any new construction must be compliant with the current LMC.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5068 or email lillian.lederer@parkcity.org

Sincerely,



Ruth Gezelius
Board of Adjustments, Chair

CC: Lillian Lederer, Planner I

REMODEL FOR:

VAN HORNE

GENERAL NOTES

THE GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY TO VERIFY THE CONDITIONS, DIMENSIONS, AND STRUCTURAL DETAILS OF THE BUILDING. THE CONTRACTOR ASSUMES FULL LIABILITY FOR ANY PROBLEMS THAT MAY ARISE DUE TO POSSIBLE ERRORS ON THESE PLANS. USE OF THESE PLANS CONSTITUTES COMPLIANCE WITH THE ABOVE TERMS.

WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF THE VARIOUS TRADES TO EXPEDITE THE JOB IN A SMOOTH AND CONTINUOUS PROCESS.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO THE 2015 IRC.

UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE CONTRACT DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE.

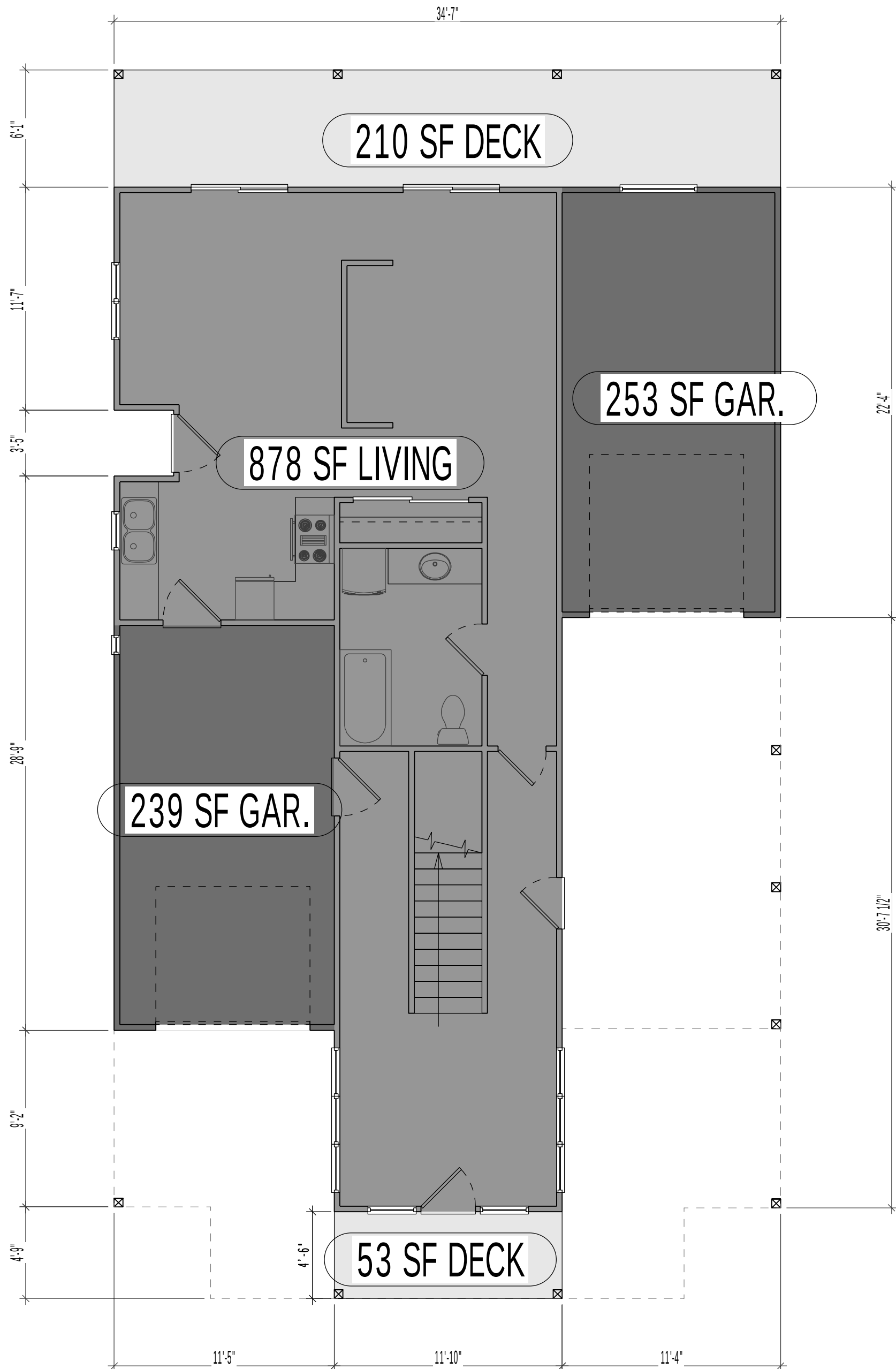
ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE PROCEEDING WITH ANY WORK. NOTE THAT ALL WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. THE GREATEST EFFORT HAS BEEN MADE TO DRAW THESE PLANS WITHOUT ERROR (HOWEVER) THERE IS NO GUARANTEE THAT THESE PLANS ARE WITHOUT ERROR. THE DESIGNER & DRAFTSMAN ARE TO BE HELD HARMLESS OF ANY FINANCIAL LIABILITY RESULTING FROM ERRORS IN THESE PLANS. ANY ONE USING THESE PLANS FOR CONSTRUCTION OF BUILDING ACCEPTS FULL RESPONSIBILITY. REVIEW PLANS CAREFULLY AND NOTIFY DESIGNER OF ANY DISCREPENCIES.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND THE SAFETY IN AND AROUND THE JOB SITE AND OF ADJACENT PROPERTIES.

THE GENERAL CONTRACTOR AND/OR OWNER SHALL KEEP LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN BOTH DURING AND AFTER CONSTRUCTION.

COMPLIANCE WITH CODES AND ORDINANCES GOVERNING THE WORK SHALL BE MADE AND ENFORCED BY THE GENERAL CONTRACTOR.

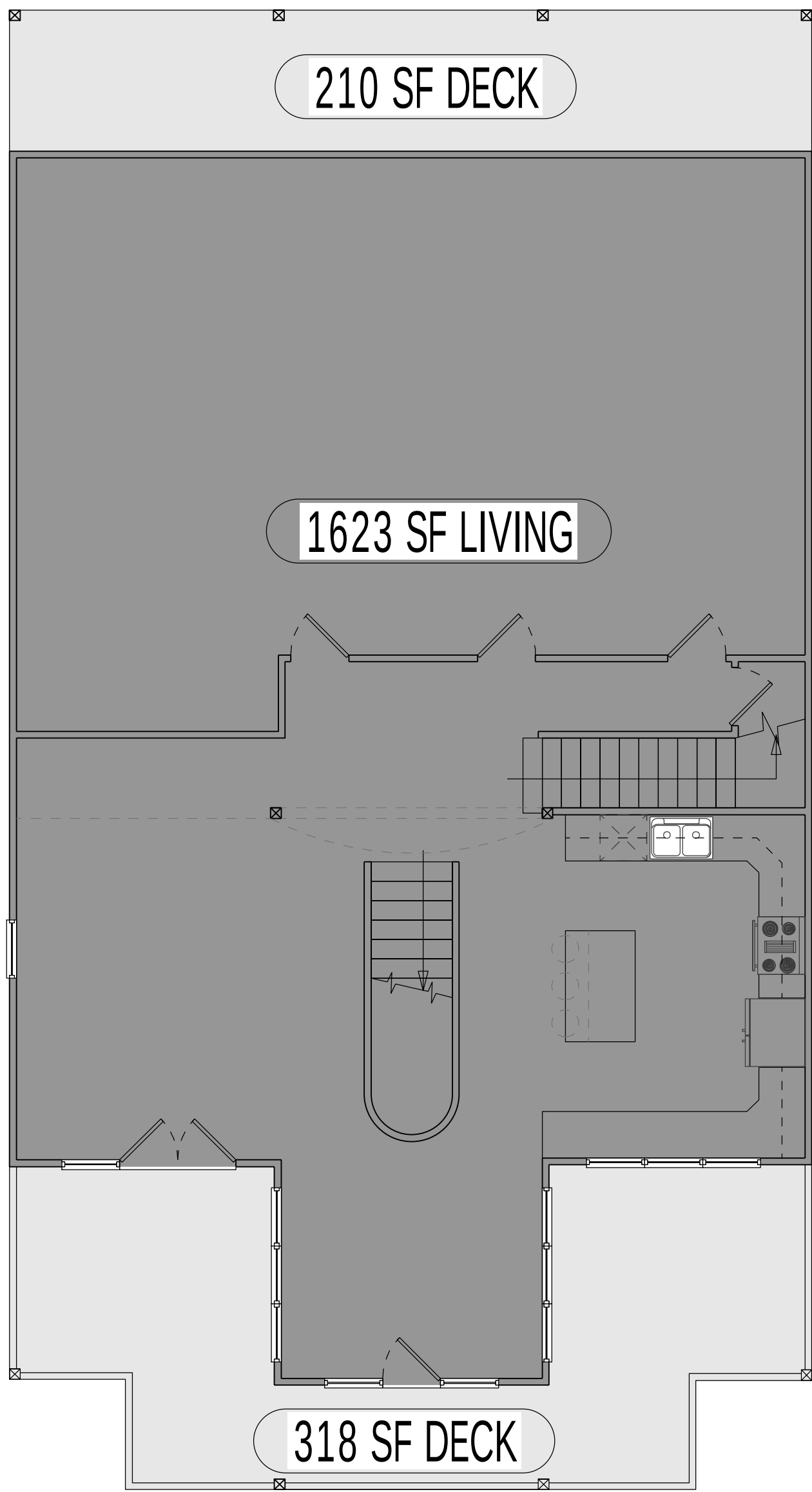
MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED.



EXISTING MAIN FLOOR PLAN

Scale: 3/16" = 1'

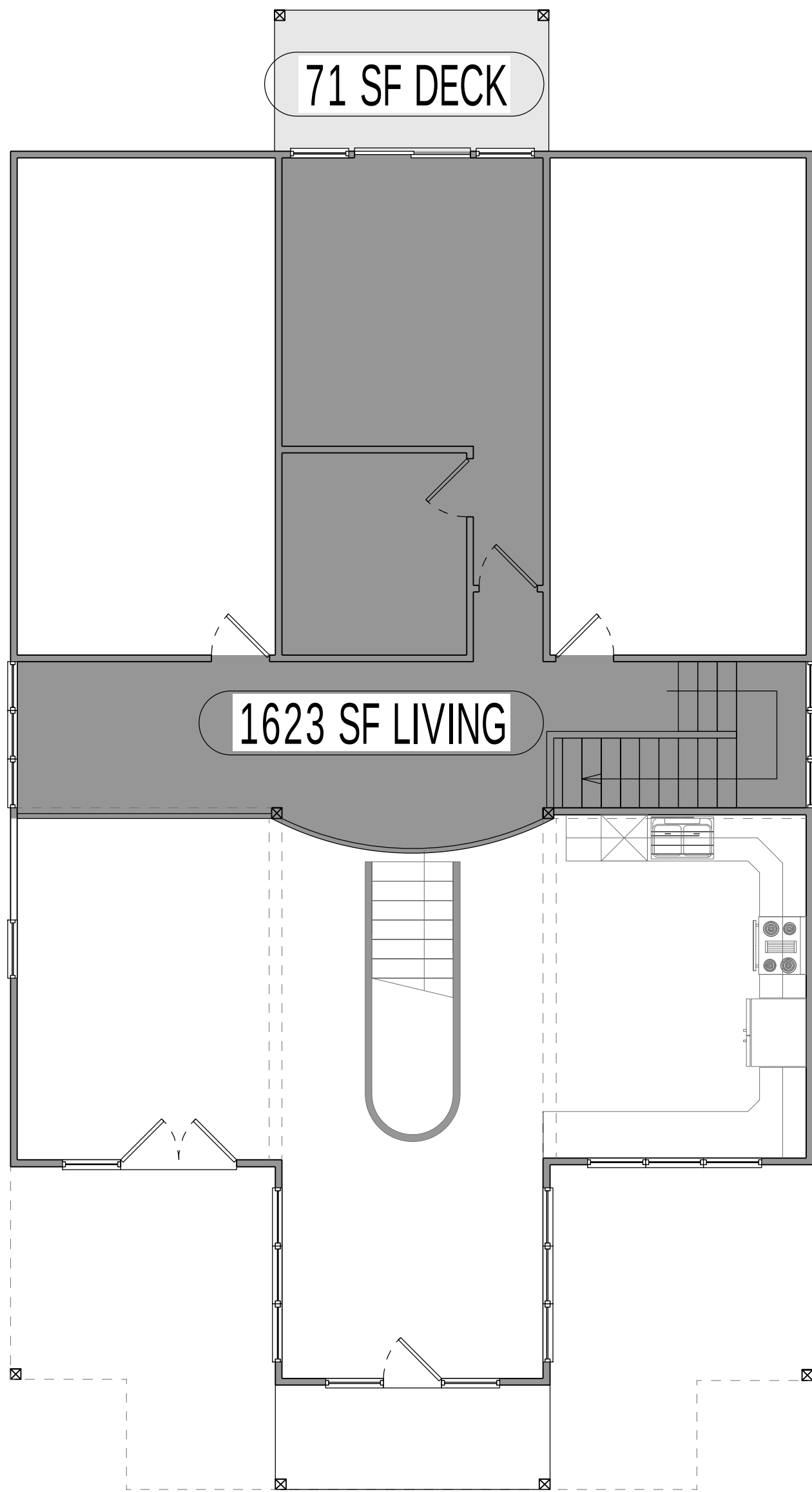
878 SQFT
492 SQFT GARAGE



EXISTING UPPER FLOOR PLAN

Scale: 3/16" = 1'

1623 SQFT



EXISTING LOFT FLOOR PLAN

Scale: 3/16" = 1'

510 SQFT

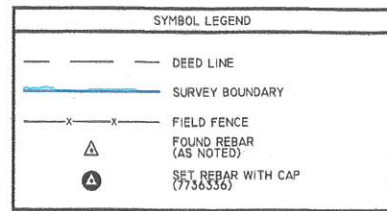


REMODEL FOR:
VAN HORNE

51 DALY AVE. PARK CITY, UTAH

220512

A2.0



I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7736336, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

CHAD A ANDERSON - PLS _____ DATE _____

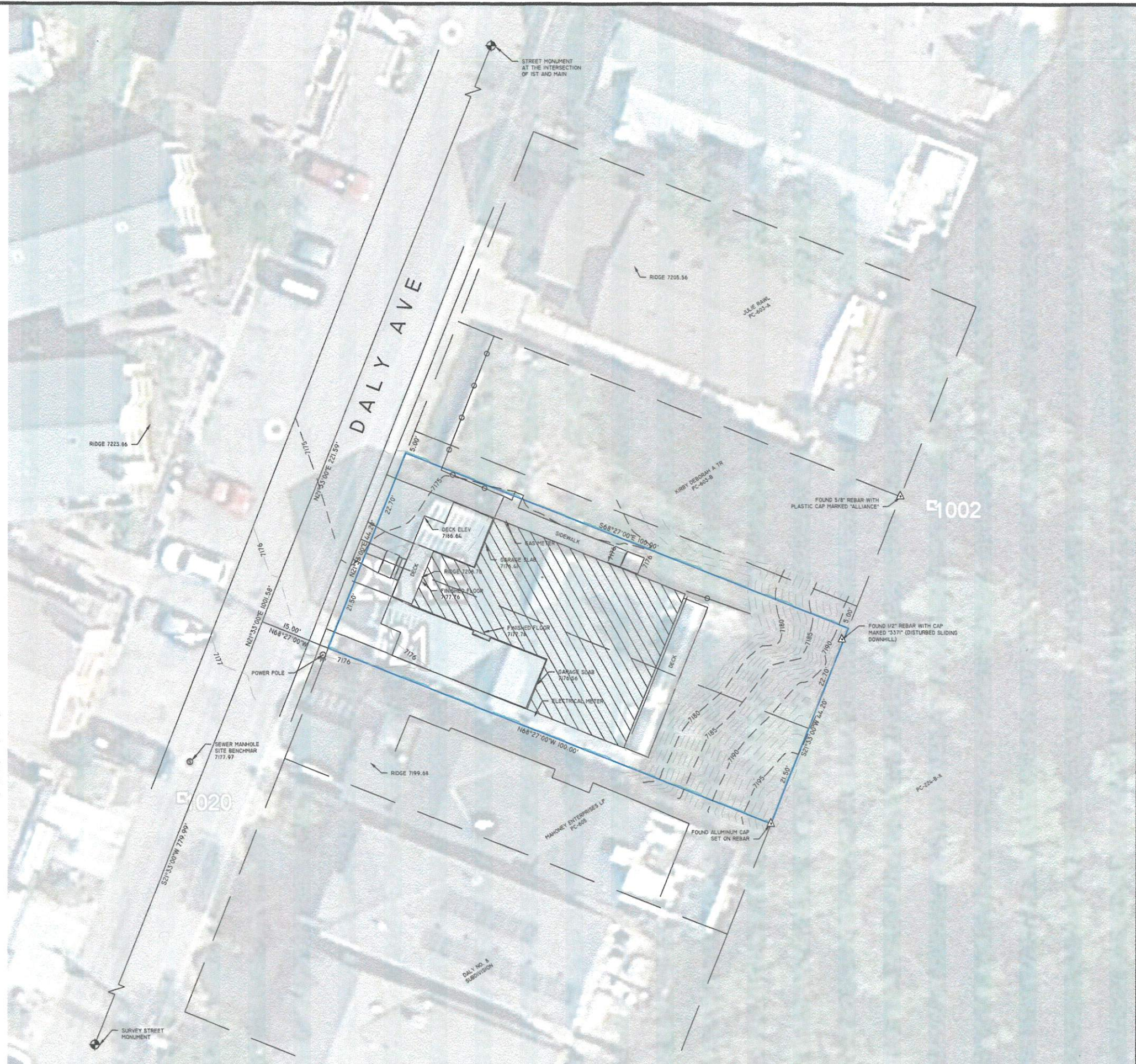
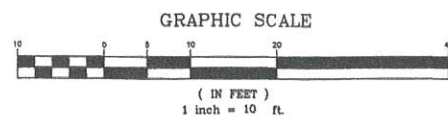


THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN EXISTING CONDITIONS SURVEY TO AID IN THE FUTURE PLAT AMENDMENT. SURVEY WAS PERFORMED IN JANUARY OF 2022. AT THE TIME OF THE SURVEY THE SITE WAS COVERED IN 1-2 FEET OF SNOW. EFFORTS WERE MADE TO GATHER ALL PERTINENT INFORMATION, BUT DUE TO TO CONDITIONS, SOME ITEMS MAY HAVE BEEN MISSED.

ENT 01169693 BK:2682 PG:1320

THE SOUTH 22.7 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 73, MILLSITE RESERVATION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

BASIS OF BEARINGS: N21°33'00"E BETWEEN MONUMENTS IN DALY AVE. PER SURVEY NO.679973 AS SHOWN HEREON.



EXISTING CONDITIONS SURVEY

SUMMIT COUNTY
IN THE NE 1/4 OF SEC 21, T2S, R4E, SLB8&M

RICH CLIFTEN

DALY AVE
PARK CITY

PREPARED FOR:

21-121447

PROJECT:

1 OF 1

 **ELEMENTS**
LAND SURVEYING

WWW.ELEMENTSURVEYING.COM#296 SOUTH 270 EAST, HEBER CITY, UT 84032
801-592-5975 & 801-657-9748

Planning Commission Staff Report



Subject: Park City Forward (Long-Range Transportation Plan)
Authors: Alex Roy, Senior Transportation Planner
Caitlyn Tubbs, Senior Transportation Planner
Department: Transportation Planning
Date: August 10, 2022
Item: Legislative – General Plan Supplemental Update

Recommendation

Staff recommends the Planning Commission review Park City Forward – the Long-Range Transportation Plan, as a Supplemental Update to the Transportation Element of the Park City General Plan and forward a recommendation for City Council’s consideration for possible action on September 15, 2022.

Summary

Transportation staff will provide a short presentation and allow for Planning Commission to have a discussion in preparation for potential recommendation of Park City Forward – the Long-Range Transportation Plan (PC Forward) to City Council. Discussion will focus on the Planning Commission’s previous recommendations, including a revised executive summary, comparison to the 2011 TTMP, and an action plan.

Background

[Park City Forward](#) is designed to supersede the 2011 [Traffic and Transportation Master Plan](#) (TTMP) and is the guiding strategic transportation document for the City. This plan captures the future transportation vision for Park City based on feedback from the community and stakeholders. The plan guides the City to be targeted in implementing transportation initiatives aligned with the General Plan and community vision which includes: community and stakeholder engagement, prioritization of projects and initiatives, high-level cost implications, grant opportunities, and cross-departmental coordination to advance critical transportation projects. This plan is a blueprint that has measurable goals and projects identified but also allows for flexibility as transportation projects advance and development happens. Staff is asking Planning Commission for a recommendation to City Council for adoption of PC Forward as the City’s long-term transportation plan and supplement to the General Plan. PC Forward aligns with the current General Plan and will inform the Transportation Element of the upcoming General Plan update. Transportation Planning staff will be deeply involved in the upcoming General Plan update and will work with Planning staff in aligning the LMC with updates consistent with the Plan.

Park City Forward’s Vision Statement is as follows:

Park City’s transportation system embraces innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal mountain community and culture.

Park City Forward establishes four focus areas with associated goals: access, include, sustain, and innovate, to prioritize a community-focused multimodal transportation network.

- **ACCESS** - Improve local and regional multimodal transportation connections between activity nodes for residents, commuters, and visitors. Ensure the transportation network supports Park City's future growth and land use changes.
- **INCLUDE** - Ensure equitable access to opportunity, catalyzed by local and regional mobility choices that are affordable and support healthy living.
- **SUSTAIN** - Support a resilient, net-zero carbon community, anchored by long-term transportation investments that reduce greenhouse gas emissions, decrease single-occupancy vehicle trips, and mitigate environmental consequences of growth.
- **TRANSFORM** - Embrace bold and innovative action to prioritize a community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe, and incorporates cutting-edge technologies.

To make these goals a reality and further transportation innovation in our community, Park City operates within these five guiding principles:

- Develop a **Park Once** community
- Collaborate with regional partners on long-range transportation solutions
- Identify, manage, and mitigate traffic during peak conditions
- Expand our world class biking and walking infrastructure
- Proactively review and analyze disruptive transportation ideas and innovation

Analysis

In addition to the Land Management Code (LMC), the Planning Commission looks to the General Plan when evaluating land use applications like Conditional Use Permits, Subdivisions, Affordable Master Planned Developments, and Master Planned Developments. While the General Plan includes some transportation policies, adopting Park City Forward as the City's Long-Range Transportation Plan and supplement to the General Plan, clarifies priorities within the current General Plan and informs the upcoming General Plan update enabling the Planning Commission to review land use applications through the lens of the City's updated multi-modal transportation priorities.

Furthermore, the Planning Commission reviews land use applications through the lens of the Zoning District regulations and General Plan neighborhoods. While Park City Forward addresses neighborhood-specific multi-modal transportation plans, the plan also provides citywide modal context to improve the City's transportation systems.

Park City Forward also establishes projects, policies, and programs specific to each neighborhood, providing an opportunity for the Planning Commission to evaluate options like Transportation Demand Management, carpool incentives, shared parking, biking and pedestrian infrastructure improvements, and improved multi-modal hubs evaluations as part of land use application reviews. Park City Forward projects cover all modes of transportation and are prioritized into Phase I (1-10 years), Phase II (5+

years) and Vision Phase (5 + years, but working with local and regional partners to evaluation of needs prior to project) three phases, providing a blueprint for upcoming CIP developments.

Outreach

PC Forward involved multiple rounds and forums for public and stakeholder outreach. Outreach efforts included interviews with key regional stakeholders, project brand development, working with the Technical Advisory Committee (TAC), working with the PCMC Project Support Team, rMove, a phone app survey travel diary that had over 300 participants, four on-line surveys between 2019-2022, participation at four City informational open houses and six mobile workshops at key locations (Anaya's market, Library, Dan's Market, PC MARC) throughout the City. In total PC Forward received over 1,700 comments from over 900 participants. This ongoing input has been included in the revised drafts of Park City Forward.

Conclusion

Adopting an updated community transportation plan will support strategic and thoughtful approaches to transportation improvements throughout our community. Feedback from the previous work sessions with the Planning Commission and City Council was incorporated into the final report for adoption. These updates include a revised executive summary, comparison to the 2011 TTMP, highlighting the projects and phasing, and an action plan. Once adopted, PC Forward will also be a supplement to the City's General Plan.

Department Review

The Transportation, Engineering, Planning, Legal and Executive Departments reviewed this staff report.

Public Notice

The public hearing was publicly noticed pursuant to the requirements outlined in Land Management Code [Section 15-1-21](#).

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration;
- The Planning Commission may forward a negative recommendation for City Council's consideration;
- The Planning Commission may continue to a date certain and request additional information.

Exhibits

Planning Commission is receiving the following PC Forward documents:

- Exhibit A: PC Forward Vision Summary

PARK CITY **FORWARD**



a comprehensive
transportation blueprint

VISION SUMMARY



PARK CITY FORWARD



a comprehensive
transportation blueprint

VISION SUMMARY

Park City Forward is our community's long-range transportation plan. It articulates a forward-thinking vision and package of investments that will guide decisions on how to spend transportation funds that best serve our values. As the city's long-range transportation plan, Park City Forward plans for the next 30-year planning horizon. Park City Forward aims to implement the transportation vision of the community. It provides projects and policies that shape the transportation network, but is not rigid in approach to remain flexible in an evolving and quickly-developing environment.

Park City Forward builds on many prior projects including: Park City Vision 2020, the General Plan, and the Transportation and Trails Master Plan. It includes coordinated Nodal and Modal Plans to show how the Project List will be programmed by location and transportation type in a phased and fiscally justifiable manner.

Since 2018 we have talked with and heard from hundreds of people – their ideas, concerns, challenges, priorities, and goals. While the needs and opinions of community members vary, a shared set of values anchors this work.

Park City Forward is your plan.



OUR TRANSPORTATION VALUES

OUR VISION

Park City's transportation system embraces innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal mountain community and culture.

OUR GOALS



ACCESS - Improve local and regional multimodal transportation connections between activity nodes for residents, commuters, and visitors. Ensure the transportation network supports Park City's future growth and land use changes.



INCLUDE - Ensure equitable access to opportunity, catalyzed by local and regional mobility choices that are affordable and support healthy living.



SUSTAIN - Support a resilient, net-zero carbon community, anchored by long-term transportation investments that reduce greenhouse gas emissions, decrease single occupancy vehicle trips, and mitigate environmental consequences of growth.



TRANSFORM - Embrace innovative action to prioritize a community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe, and incorporates cutting-edge technologies.

OUR GUIDING PRINCIPLES

To make these goals a reality and further transportation innovation in our community, Park City operates within these five guiding principles:

- **Develop a Park Once community**
- **Collaborate with regional partners on long-range transportation solutions**
- **Identify, manage, and mitigate traffic during peak conditions**
- **Expand our world class biking and walking infrastructure**
- **Proactively review and analyze disruptive transportation and transit ideas and innovation**

OUR COMMUNITY

PEOPLE

We recognize that there are multiple reasons why people travel within and to Park City. As such, Park City Forward is designed for multiple travelers displayed below. We recognize that these user types have different needs and a desire to go to various locations. Park City will continue to thrive because of its people. Park City Forward examined its community's diverse transportation needs through a lens of its typical users to define tailored, yet complementary, transportation solutions.



PARK CITY
RESIDENT



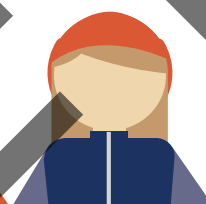
YEAR-ROUND
EMPLOYEE OR
BUSINESS OWNER



CULTURE AND
EVENT VISITOR



RECREATION DAY-
TRIPPER



SEASONAL
EMPLOYEE



LONG-STAY
VISITOR/SECOND
HOMEOWNER

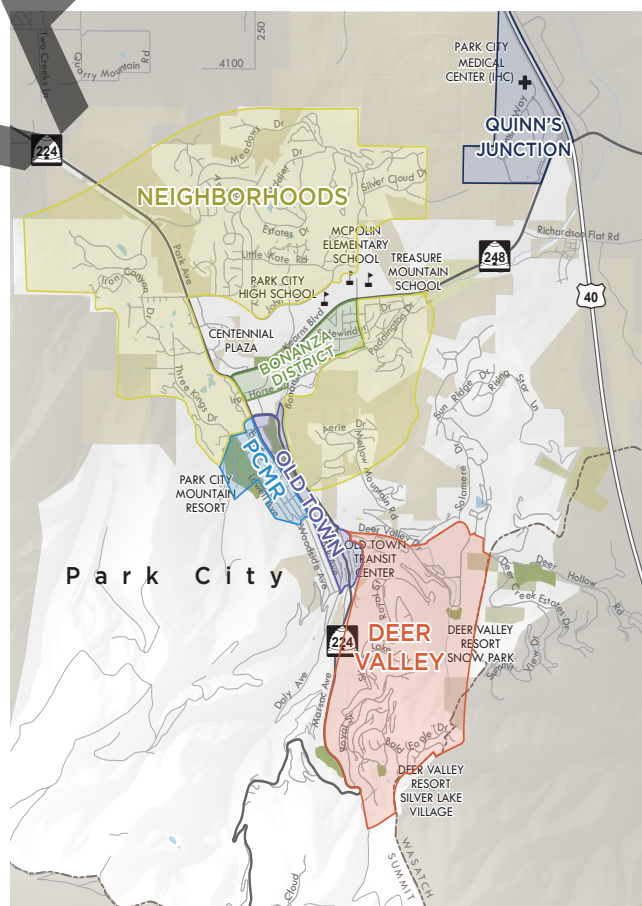
PLACES

Park City Forward identifies six key nodes, or locations, where transportation challenges and their solutions are representative for the broader city. Woven together, Park City Forward's nodal focus will anchor the city's transformation of its transportation system.

Park City Forward identifies projects and mode split targets for each node that reduce drive-alone trips and support a park once community. Targets are calibrated by node to make sure they reflect project priorities and reasonable outcomes.

The targets will be assessed and updated over time as Park City Forward is implemented in the coming decades.

For more information regarding each of these key nodes please reference the full Park City Forward blueprint document.



OUTREACH

The Park City community has shaped Park City Forward at all stages of the planning process, from early listening sessions to refinement of proposed transportation strategies. Beginning in 2018, Park City Forward is built on years of community voices and knowledge. At the outset of Park City Forward, the project team articulated four core principles to guide how we engaged the public throughout the planning process:

- Listen to understand people's transportation and mobility challenges, needs, and desires
- Involve a broad range of stakeholders with diverse perspectives and experiences
- Educate people about potential solutions and what tradeoffs may be necessary to achieve meaningful results
- Collaborate to develop locally generated solutions with technically sound expertise

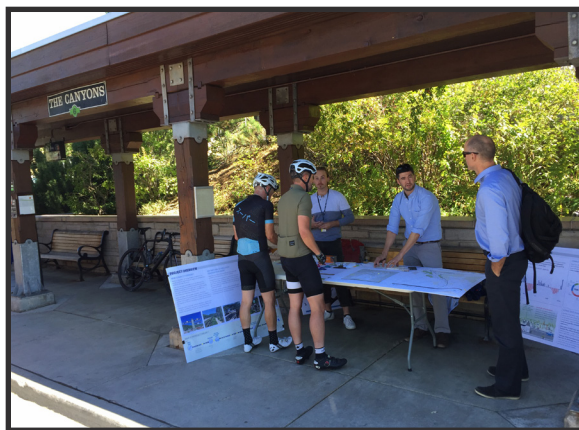
A technical advisory committee (TAC) was an invaluable resource and met with the project team more than a dozen times over the course of the project. The TAC included representatives from resorts (Deer Valley and Park City Mountain), Park City Chamber of Commerce, Historic Park City Association, Summit County, Park City Lodging, Park City School District, Utah Department of Transportation (UDOT), Ski Utah, High Valley Transit, and other local businesses, employers, and residents.

People living, working, and visiting here shared their ideas about what the community can and should be through multiple transportation surveys and community workshops. Park City Forward was showcased at four open houses: September 2018, March 2019, and September 2019, and September 2021. Recognizing that meeting people where they are is one of the best ways to reach a broad audience, so the project team hosted mobile workshops at six different locations, including one location specifically targeting the Spanish-speaking community. These events were supported by on-line engagement throughout.

Open Houses



Mobile Workshops



Public support for several key themes and top project ideas emerged consistently throughout Park City Forward's public engagement activities and phases:

- Develop **high-capacity transit service** and/or **transit priority lanes** along gateway corridors
- Expand the network of **high-frequency transit service**
- Improvements to Main Street and Old Town to support business operations while balancing the need for **safe, comfortable walking and bicycling access**
- Develop commute **incentive programs** and update parking pricing and options to improve employee and visitor access at resort areas
- Improve sidewalks and crossings and develop **multimodal improvements** in Bonanza District and along Park Avenue, Kearns Boulevard, and Deer Valley Drive
- Complete the **sidewalk network** to make walking the default choice for short trips
- Develop new **park-and-ride facilities** and serve them with fast, **frequent transit connections**

Stakeholder and public feedback were a critical part of project evaluation criteria. For more information regarding outreach refer to Chapter 2 of the Park City Forward Report or the Park City Forward Community Engagement Report.

1,000+ views of project website

Over 900 survey participants

PARK CITY FORWARD



a comprehensive
transportation blueprint



**OVER 1,700 COMMENTS
AND IDEAS RECEIVED**

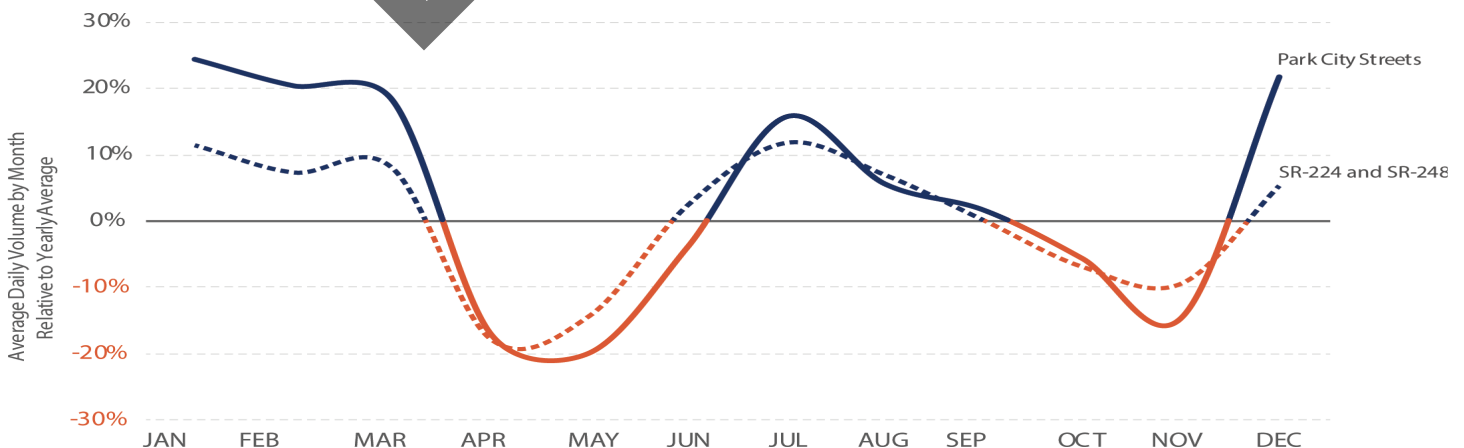
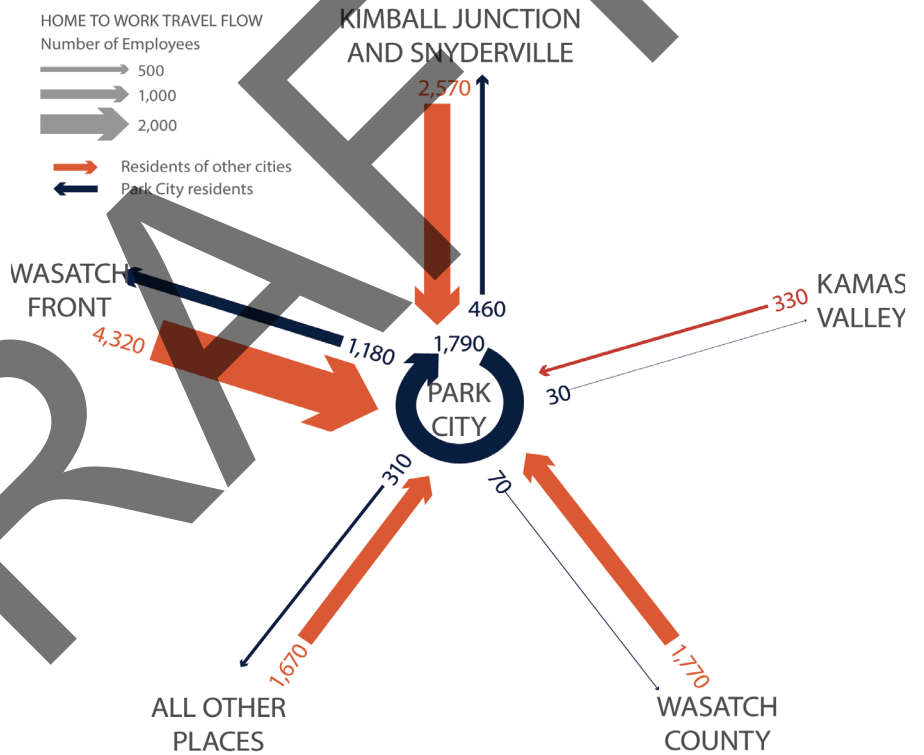
A REGIONAL GATEWAY

Park City is part of a regional transportation network that extends beyond the city boundaries. This means that our future - and the transportation system- will evolve in tandem with surrounding communities.

In addition to regional residents and employees, Park City's recreational opportunities and major events bring thousands of people to town, swelling the city to more than five times the local population at certain times of the year. These peak times combine with a workforce that largely travels into the Park City community. These two factors combine to make right-sizing a transportation system critical. To build for peak demand would require a system that is not fitting with Park City's historical and community makeup.

Park City Forward seeks to build a transportation system that can scale with peak period but not negatively change the design and feel of the town.

To hold onto our values, we need to get ahead of the demographic trends and find mobility opportunities that will leverage our healthy and dynamic regional economy. We can plan for growth and lessen today's transportation challenges while addressing social equity, environmental sustainability, access to work, and affordable housing.



PRIORITY PROJECT PLAN

Park City Forward elevates the projects that will best help us reach our goals and fulfill our vision. The map on the next page shows some of the highest priority projects to keep Park City moving forward.

GETTING TO PARK CITY



Park City is working to decrease the amount of traffic coming into town by providing robust mobility options, including new regional services, parking areas outside of town via intercept lots, and enhanced transit service.

Priority Projects

- **SR-248 Corridor Mobility Improvement Project**
- **Support Regional Projects (PC-SLC Connect)**
- **SR-224 High-Capacity Transit**
- **SR-248 Transit Corridor Study**
- **Park-and-Ride Facilities**
- **Park City Mountain Resort (PCMR) Multimodal Hub**
- **Deer Valley Resort Multimodal Hub**
- **Peak Day Mitigations**
 - » Wayfinding, Real-time Information, and Data
 - » Marketing & Communications
 - » Real-time Travel Information

GETTING AROUND PARK CITY

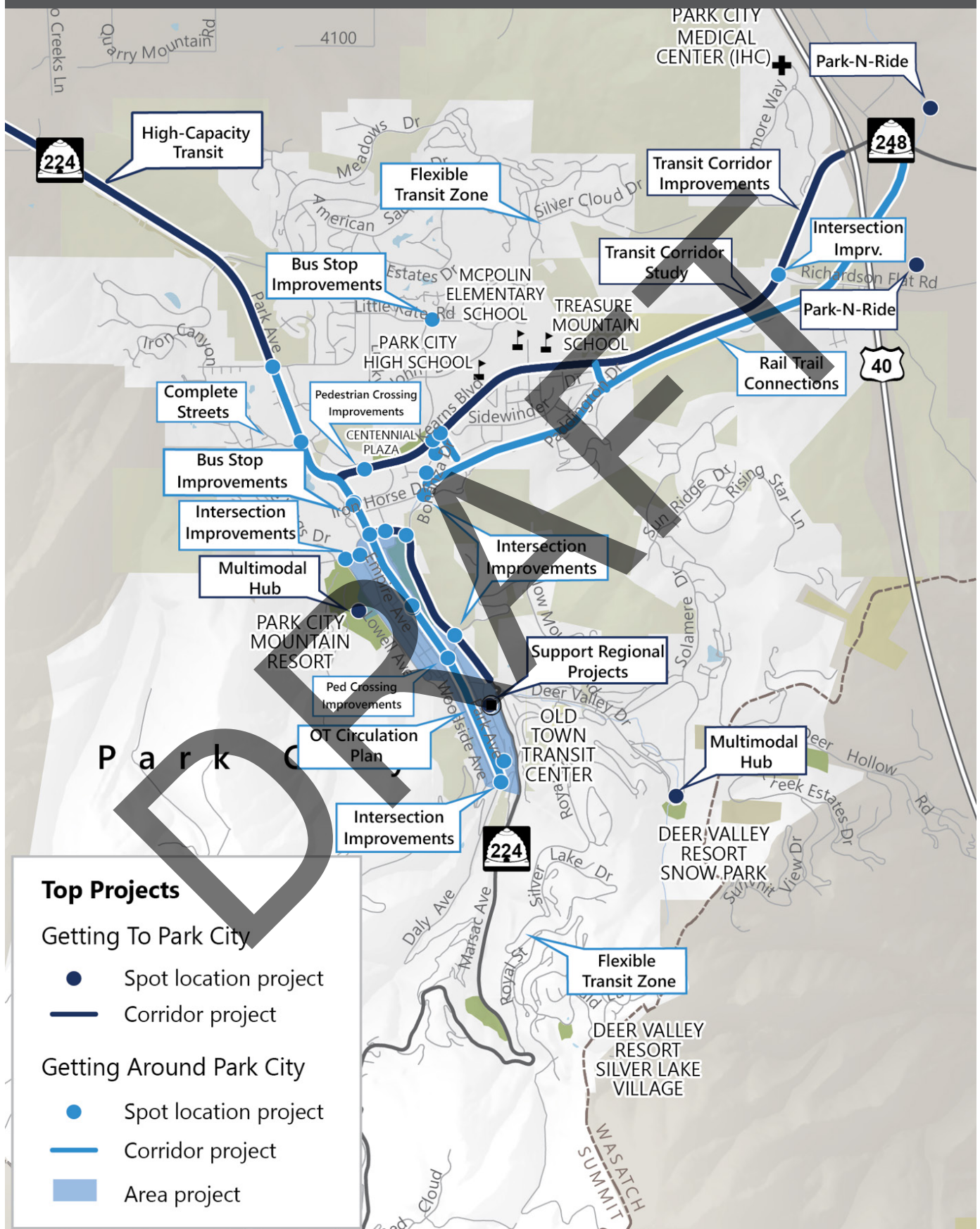


When people are in Park City, we focus our investments in projects and modes that support parking once, using non-driving modes as able, and improving connections for the local community.

Priority Projects

- **Pedestrian Crossing Improvements**
- **Rail Trail Connections**
- **Park Avenue Complete Streets**
- **Old Town Circulation Plan**
- **Intersection Improvements**
- **Flexible Transit Zones**
- **Bus Stop Improvements**

Park City Forward - Highest Priority Projects



10 For a complete list of investments, please see Chapters 4-6 of the full Park City Forward plan.

FINANCIAL OVERVIEW

THE PARK CITY FORWARD FINANCIAL PROGRAM

Park City Forward defines substantial transportation investments over the next 30 years. While Park City Forward is not a fiscally constrained plan, the financial program makes reasonable assumptions, allowing for realistic implementation over the next 30 years. Implementing the projects, programs, and policies will require funding from a combination of existing and potential federal, state, regional, local, and other sources. This is a high-level planning exercise, all project costs are planning-level estimates designed to approximate costs and revenues via best practice assumptions. As such the Park City Forward financial program is best utilized as a prioritization and education tool, identifying relative tiers of investment and the full funding need for transportation in Park City.

HOW WERE THE COST ESTIMATES DEVELOPED?

Park City Forward used a mix of sources to inform cost estimation, including local project costs and municipal expenses, city transportation and capital improvement plan (CIP) line items, a national database of built transportation project costs, and professional judgement. Capital costs include physical improvements such as transit lanes and park-and-ride facilities, while program and ongoing costs are items that generally do not have physical infrastructure improvements associated with them, including new staff positions and operating transit service.

PARK CITY FORWARD FINANCIAL COSTS AND PROJECTED REVENUE

Fully funding Park City Forward will require a wide variety of funding sources. Current funding sources for Park City already include a combination of Federal Grants, State Grants, County Contributions, the Local Transportation Fund, and the Local City Fund, which is not transportation-specific and is competitive for citywide project funding. The total cost for the Park City Forward Project List is estimated at \$722.33 million through 2050. The total cost for the Phase 1 Priority Projects is estimated at \$87.23 million. Based on current estimates, Park City has an estimated \$58 million available to fund projects, though this total may be subject to change. An additional \$29.2 million in "supplemental" funding may be available, but would need flexible City or other revenue sources to address the funding gap. The total of these two values was used to set the Phase I project list.

Using an estimation based on projecting recent historical budget data across years 6-30, it is assumed that a total of \$336.47 million will be available to fund projects in the future Big Concepts and Vision phases. Of the projected revenue only the City Transportation Fund is certain to be available for transportation projects and there is a high degree of uncertainty with many of the funding sources. A funding gap of \$385.86 million is estimated for the full life of Park City Forward.

CLOSING THE FUNDING GAP

To fully implement the transportation projects and programs identified in Park City Forward, Park City in coordination with the state, Summit County, and other partners, will need to identify and secure additional funding sources. Some of these sources, such as grants, are available but highly competitive. Others would require local or state action to initiate, or expand their use, such as additional fees, taxes, or bonds.



OUR PLAN

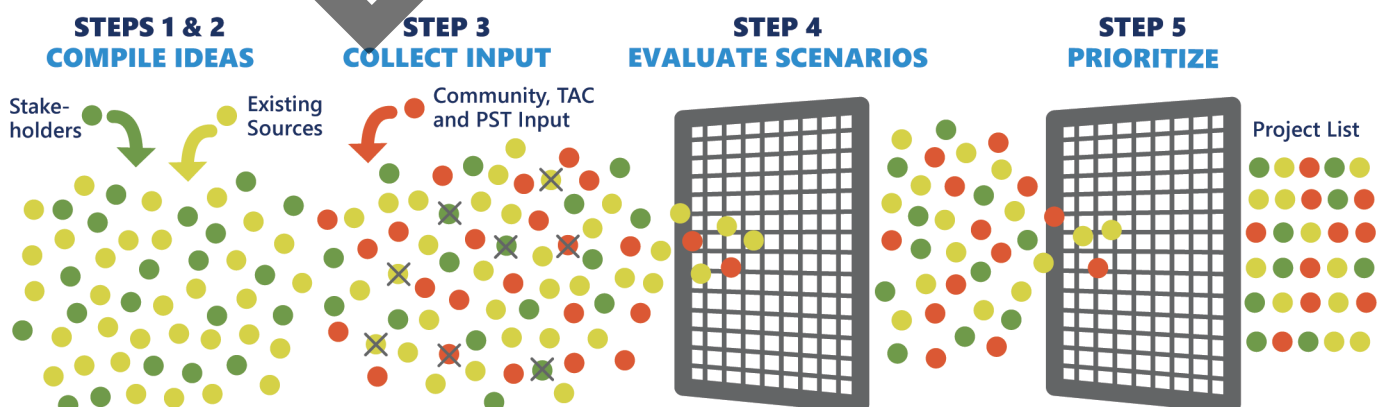
Park City Forward identifies an extensive project list for multimodal infrastructure projects, policies, and programs that will help keep Park City moving and address challenges across each travel mode. The project list represents the community's ideas to make an innovative, multimodal future a reality. The Park City Forward project list consists of 84 transportation initiatives in the following areas:

-  Active Transportation – 26 Projects
-  Parking and TDM – 14 Projects
-  Roadway and Goods Movement – 13 Projects
-  Shared Mobility – 4 Projects
-  Transit – 19 Projects
-  Technology and Innovation – 8 Projects

The list ranges from the visionary and years into the future to the expansion of smaller scale projects that are currently ongoing. The project list is organized into phases, recognizing that financial resources are finite, and we must adopt a phased approach that prioritizes investments relative to our means.

- Phase 1 Priority Projects: a fiscally-constrained package of investments that will catalyze near-term action and mobility benefits.
- Big Concept Projects: Transformative projects that Park City is actively developing, or plans to seriously pursue in the near-term.
- Vision Projects: a long-term package of investments that will guide decision-makers and staff as community needs, transportation tools, and financial resources evolve.

HOW WAS THE PROJECT LIST DEVELOPED?



EVALUATE AND PRIORITIZE

Throughout Park City Forward, the project team worked with city staff and the TAC to closely review and refresh the project list. The PC Forward Team added new projects, removed projects that were implemented or were no longer viable, and added new detail throughout based on Park City's capital projects list and new ideas from staff and TAC members. City Council, Planning Commission, the TAC, and the Park City community told us which projects were most important within key geographic areas of the city, and which were most important within each travel mode. To develop the project phasing, all the projects were evaluated against Park City Forward's goals, travel benefits, community and stakeholder feedback, and PC Forward Team discussions.

IMPLEMENTATION AND NEXT STEPS

Constructing, enacting, and adopting transportation and transit projects, programs, and policies is how we make Park City a better place to live, work, and visit. Park City Forward is not the end of our work, but the beginning. It is now up to us as a community to put the plan into action. Critical next steps towards implementation include establishing the next generation of biking and walking projects, working with local and regional partners on regional transportation improvements, developing capital improvement projects, and understanding the future of emerging transportation and transit technologies. Using the project's vision, goals, and action items; Park City Forward provides a framework for the future of transportation in Park City.



PARK CITY

1884

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NELSON
NYGAARD

Ordinance No. 2022-XX

AN ORDINANCE APPROVING THE STAG LODGE PHASE IV THIRD AMENDED PLAT, AMENDING UNIT 50, LOCATED AT 8200 ROYAL STREET #50, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 8200 Royal Street #50 have petitioned the City Council for approval of a Condominium Plat Amendment; and

WHEREAS, on June 29, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on July 27, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on August 10, 2022, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on August 10, 2022, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on September 1, 2022, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Stag Lodge Phase IV Third Amended Plat, Amending Unit 50 located at 8200 Royal Street #50.

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

SECTION 1. APPROVAL. The Stag Lodge Phase IV Third Amended Plat, Amending Unit 50, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 8200 Royal Street #50.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 50 include the addition of 370 square feet to the lower level and 1,074 to the lowest level, increase the size of the unit to 4,624 square feet of Private Area
4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.

6. All changes proposed are internal and will not alter the exterior appearance of Unit 50.
7. Two parking spaces are required. Unit 50 has an existing attached two car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
10. On July 30, 1992, the original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992.
11. Additionally, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Land Overlay, but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-Xx.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR

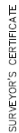
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Stag Lodge Phase IV Third Amended Amending Unit 50



LEGAL DESCRIPTION

Together with the important undisturbed stream bed project's common areas as established by the Declaration and also by private efforts both in the corporate or said undisturbed stream bed and along its riparian shoreline, the said stream bed and its riparian shoreline interest and in the composition of the common areas and facilities to which said stream relates.

Together with a 25 foot wide private roadway and non-exclusion public utilities easement as set forth on and Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990, as Entry No. 301786.

OWNER'S CONSENT TO RECORD

10 — dy et — 2022

ACKNOWLEDGMENT

Notary Public commissioned in _____

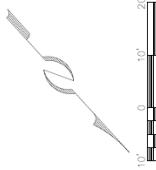
ACKNOWLEDGMENT

Notary Public commissioned in _____

ASSOCIATION CONSENT TO RECORD

Steven Corral, President

ACKNOWLEDGMENT

[illegible]

SECTION "C"

SECTION "B"

SECTION "A"

- NOTES

2. The address of Unit 50 is 9200 Royal Street East, #50.
3. At Caption of Approval of Stag Lodge Plans recorded July 30, 1992, an Entry No. 843388 contains the following information: "Stag Lodge, 9200 Royal Street East, Unit 50, 843388 contains the typical and section in a 'fill area'."

SQUARE FOOTAGE TABLE	
LOWEST LEVEL	1,074 SQ. FT.
LOWER LEVEL	1,401 SQ. FT.
MAIN LEVEL	1,527 SQ. FT.
UPPER & GARAGE LEVEL	622 SQ. FT.
TOTAL	4,624 SQ. FT.

OWNERSHIP DESIGNATIONS

	PRIVATE OWNERSHIP AREA A*
	COMMON OWNERSHIP*
	UNITED COMMON OWNERSHIP
	RESERVE COMMON OWNERSHIP AREA B*

STAG LODGE PHASE IV THIRD AMENDED AMENDING UNIT 50

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

STERILE HARBOR WATER DELAMINATION DISTRICT REVIEWED FOR COMPLIANCE TO SINKHOLE BASIN WATER DELAMINATION AFTERTHOFT STANDARDS ON THIS _____ DAY OF _____, 2022 BY _____	PLANNING COMMITTEE RECOMMENDED BY THE PARK CITY PLANNING COMMITTEE ON _____ DAY OF _____, 2022 BY _____	ENGINEER'S CERTIFICATE THAT THE PROJECT IS IN ACCORDANCE WITH THE PLAN OF THE CITY OF PARK CITY, UTAH DAY OF _____, 2022 BY _____	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2022 BY _____	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022 BY _____	CERTIFICATE OF ATTEST I HEREBY CERTIFY THAT THE PLAN WAS PREPARED BY _____ DAY OF _____, 2022 BY _____	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 2022 BY _____	RECORD STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE CLERK OF _____ FILE _____, 2022 BY _____
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Planning Department

Planning Commission Staff Report

Subject: Stag Lodge Condominium Plat Amendment
Application: PL-22-05267
Author: Alexandra Ananth, Sr. Planner
Date: August 10, 2022
Type of Item: Administrative – Condominium Amendments

Recommendation

(1) Review the following Condominium Plat Amendment to Stag Lodge Phase 4 Third Amended Amending Unit 50; (2) hold a public hearing; and (3) consider forwarding a positive recommendation for City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinances (Exhibit A).

Description

Applicant: Jason Andres Manasse and Hava Michelle Manasse, represented by Alliance Engineering, Inc.
Location: Stag Lodge Condominiums, 8200 Royal Street East
Zoning District: Residential Development (RD), Deer Valley MPD, and inside the Sensitive Land Overlay (SLO)
Adjacent Land Uses: Residential, Resort Open Space
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council action¹

Abbreviations

MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

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

Summary

On July 13, 2022, the Planning Commission held a public hearing for this unit and unanimously voted to recommend the project for the City Council's consideration on September 1, 2022.

Since the public hearing, the applicant noted that the plat did not include an additional level under the Lower Level that they wish to add to their unit, to be known as the

¹ [LMC § 15-7.1-2, Procedure.](#)

Lowest Level. It is proposed this new area be designated as Private Ownership Area A, consistent with similar Condominium Amendments in this complex.

Stag Lodge Phase 4 Unit 50 is proposing to increase the private ownership of the condominium by expanding the Lower-Level area indicated as Crawl Space by 370 square feet and **adding an additional level of 1,074 square feet under the Lower Level, to be known as the Lowest Level**, increasing the floor area by from 3,180 square feet to 4,624 square feet. All of the changes proposed are internal and do not alter the exterior appearance of Unit 50.

The HOA approved the proposed expansion on May 20, 2022 (Exhibit C).

Background

Stag Lodge Phase 4 was originally recorded July 30, 1992, as Entry No. 363084, and includes 6 units. The Phase 4 Plat has been amended three times before including:

- First Amendment Units 45, 46, 50, 51, and 52, [Ordinance 2002-18](#) (beginning on page 278), to extend Limited Common decks as Private Area.
- Second Amendment Unit 52, [Ordinance 2013-40](#), to expand Limited Common basement area as Private Area.
- Third Amendment Unit 46, [Ordinance 2019-27](#), to convert unexcavated Common Ownership to Private Area.

The property is subject to the [12th Amended Deer Valley Master Plan Development](#) as a part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD and was zoned RD-MPD at the time of the MPD approval. The Stag Lodge Condominium development is limited to a maximum of 52 units with no unit size restrictions but must continue to meet a minimum open space requirement of 60%. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units or the footprint of the buildings.

Analysis

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC § [15-2.13](#) and the [Deer Valley MPD](#).

The applicant is proposing to expand their unit by converting common area to private ownership as has been done in the past by multiple other unit owners. The proposed changes to Unit 50 are internal only and do not alter the footprint of the building in any way.

The unit has two-car garages, which meet the parking requirements of LMC § [15-3-6\(A\)](#), *Parking Ratio Requirements for Residential Uses*, for Condominiums of 2,000 square feet of floor area or more.

The proposal complies with the Deer Valley MPD and Conditions of Approval of the Stag Lodge Condominiums.

Zoning Requirement	Analysis of Proposal
Setbacks	No changes
Building Height	No changes
UE's	52 Units, No changes
Parking	2 spaces, No changes
Open Space	60%, No Changes

Although the subject property is within the Sensitive Lands Overlay the Deer Valley MPD notes the following:

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

(II) Staff Recommends Conditions of Approval to comply with the Residential Development (RD) Zoning District Requirements, the [Deer Valley MPD](#), and the Stag Lodge Condominium Plats as amended.

Staff recommends Condition of Approval #3, “All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.”

(III) There is Good Cause for the proposed Condominium Plat Amendment.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the proposed Condominium Plat Amendment as the changes do not change the footprint of the buildings, will have no negative impacts on the public, do not create any non-conformities, and are consistent with previously approved Plat Amendments for the Stag Lodge Condominiums.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property

² LMC [§ 15-7.1-6\(C\)](#)

owners within 300 feet on June 28, 2022. The *Park Record* published notice on July 27, 2022.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report. No public input was given at the previous Planning Commission public hearing.

Alternatives

- The Planning Commission may approve the Condominium Plat Amendments;
- The Planning Commission may deny the Condominium Plat Amendments and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion.

Exhibits

Exhibit A: Draft Ordinance No. 2022-Xx (Unit 50)

Exhibit B: HOA Approval Unit 50

Exhibit C: Project Intent Unit 50

Exhibit D: Existing Plat

Exhibit E: Proposed Plat



2150 S. 1300 E., Ste. 500
Salt Lake City, UT 84106
Tel: 801.810.7779

Isaac K James
isaac@jamesknoxlaw.com

Sheena Knox
sheena@jamesknoxlaw.com

May 20, 2022

Sent via Email Only:

Jason & Hava Manasse
Stag Lodge Condominiums
8200 Royal Street, Unit #50
Park City, Utah 84060
Email: jason@manasse.net
havamanasse@gmail.com

Re: Unit #50 Expansion Project Approval

Dear Jason & Hava Manasse,

As you know, this law office represents the Stag Lodge Owners Association ("Association"), and as you also know, the Association recently completed the vote for the approval of your unit expansion project in Unit 50 of the Stag Lodge Condominiums ("Expansion Project"). The Association's Board of Trustees ("Board") has requested that our office contact you regarding the outcome of the vote and approval of your Expansion Project.

This letter provides formal notice to you, your contractors, the Park City Planning Department, or any other interested third-parties that the Association has approved you to continue forward with your proposed Expansion Project based on the affirmative outcome of the recent vote regarding the Expansion Project. The Association received affirmative votes of owners holding more than 67% of the undivided interests in the Common Areas in the Association. If you, your contractors, or any other party to whom you have presented this letter have any questions regarding this approval and/or coordination with the Association for completion of the Expansion Project, you may direct them to this office, or to Sarah Ferrin at: sferrin@staglodge.com.

Sincerely,
JAMES & KNOX, PLLC

A handwritten signature in blue ink, appearing to read 'Isaac K James'.

Isaac K James

STAG LODGE PHASE IV THIRD AMENDED
AMENDING UNIT 50

July 22, 2022

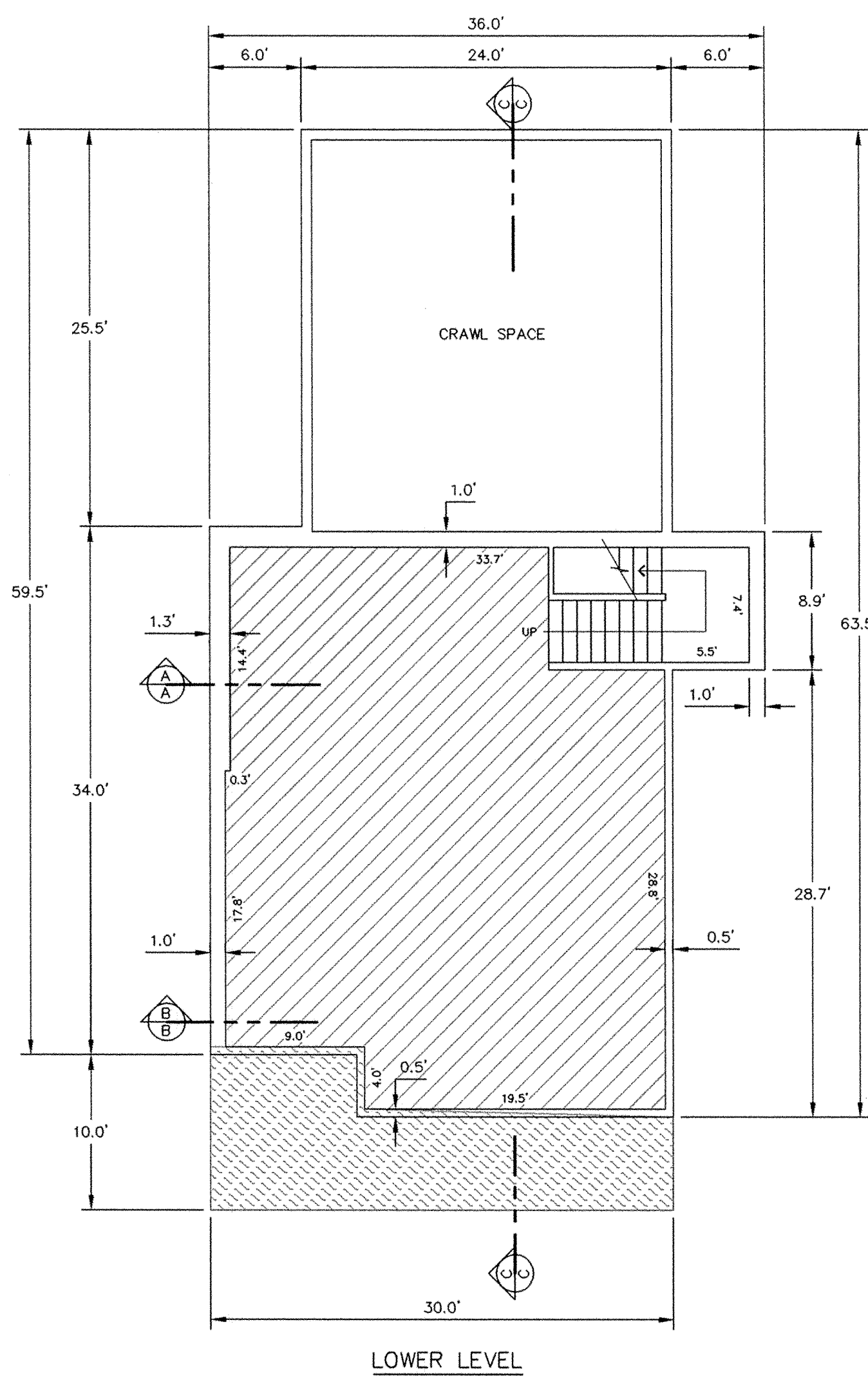
PROJECT INTENT

Stag Lodge Phase IV, originally recorded July 30, 1992, as Entry No. 363084, created a 6-unit condominium phase within Stag Lodge located in the Silver Lake area of Deer Valley.

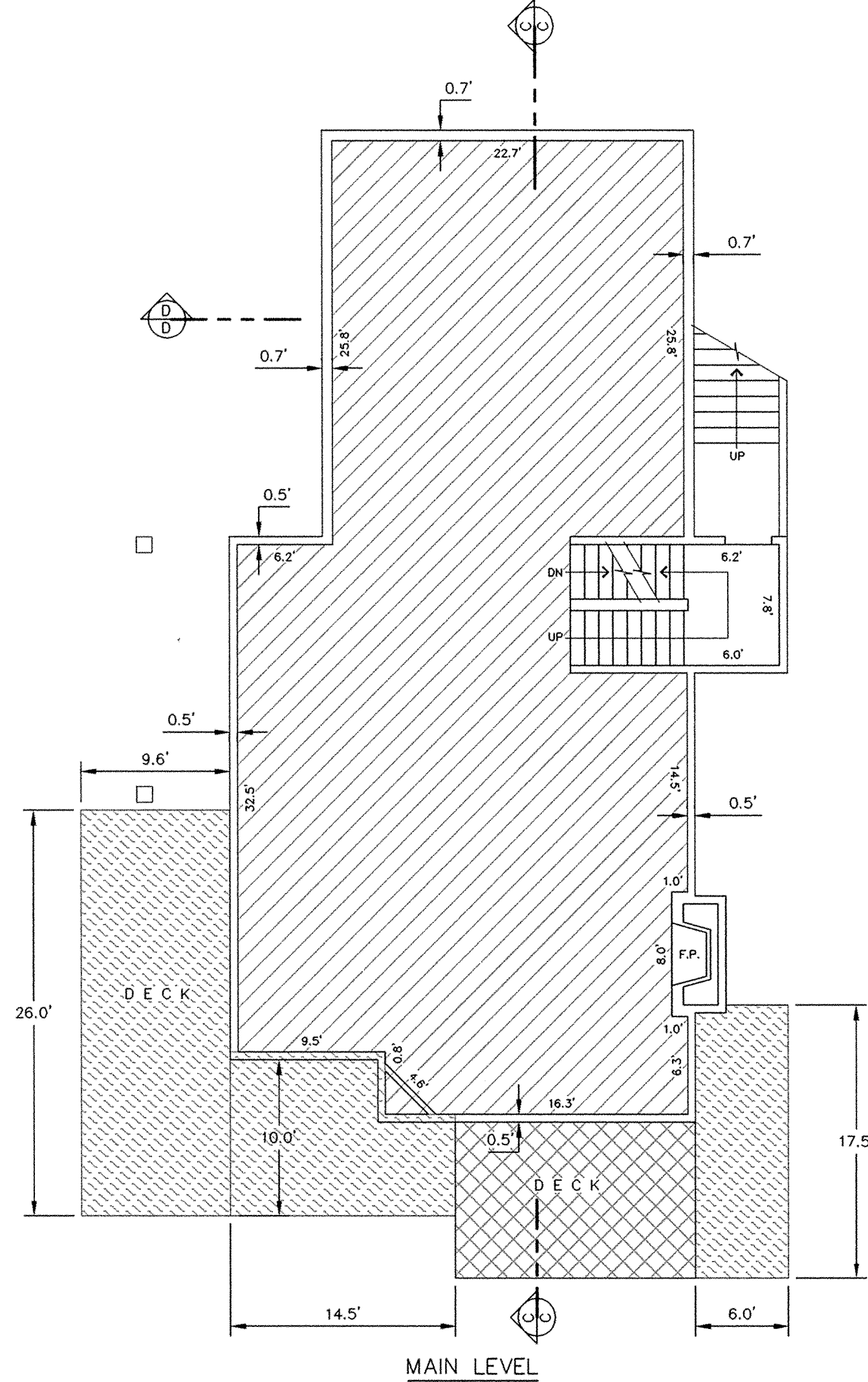
This application proposes to amend Unit 50 by expanding the Lower Level as shown on Page 2 of 3, First Amended Stag Lodge Phase IV, recorded January 22, 2003, as Entry No. 645383. In addition, another level will be added under the Lower Level to be known as the Lowest Level. The area on the Lower Level is currently designated as Common Ownership and is indicated as "Crawl Space". It is proposed these new areas be designated as "Private Ownership Area A".

All of the changes taking place on this proposed plat are internal and will not alter the exterior appearance of Unit 50.

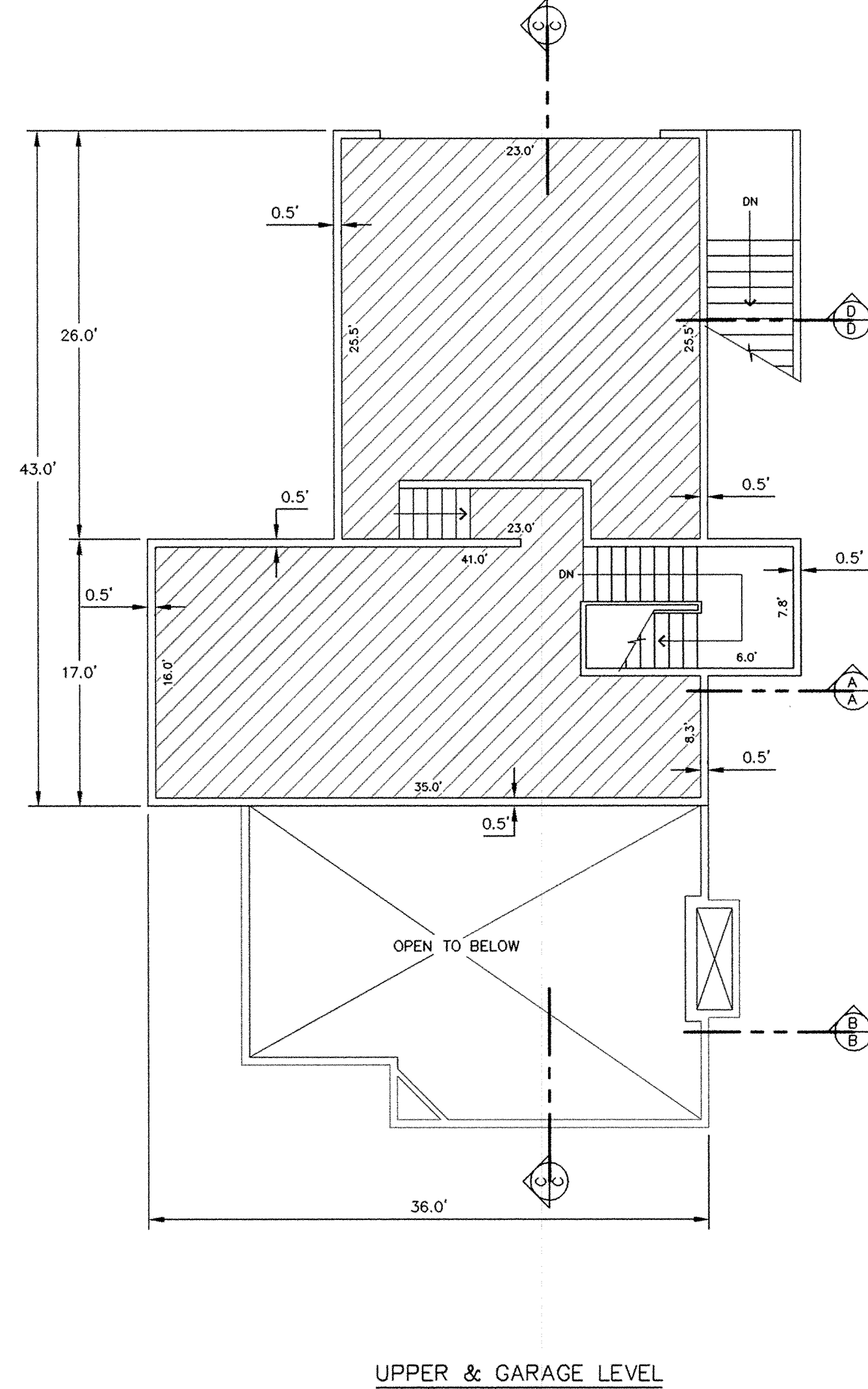
Sheet 1 of 2 of Stag Lodge Phase IV, recorded January 30, 1992, as Entry No. 363084 will not be affected, as it is not being proposed to alter the footprint of the building in any way.



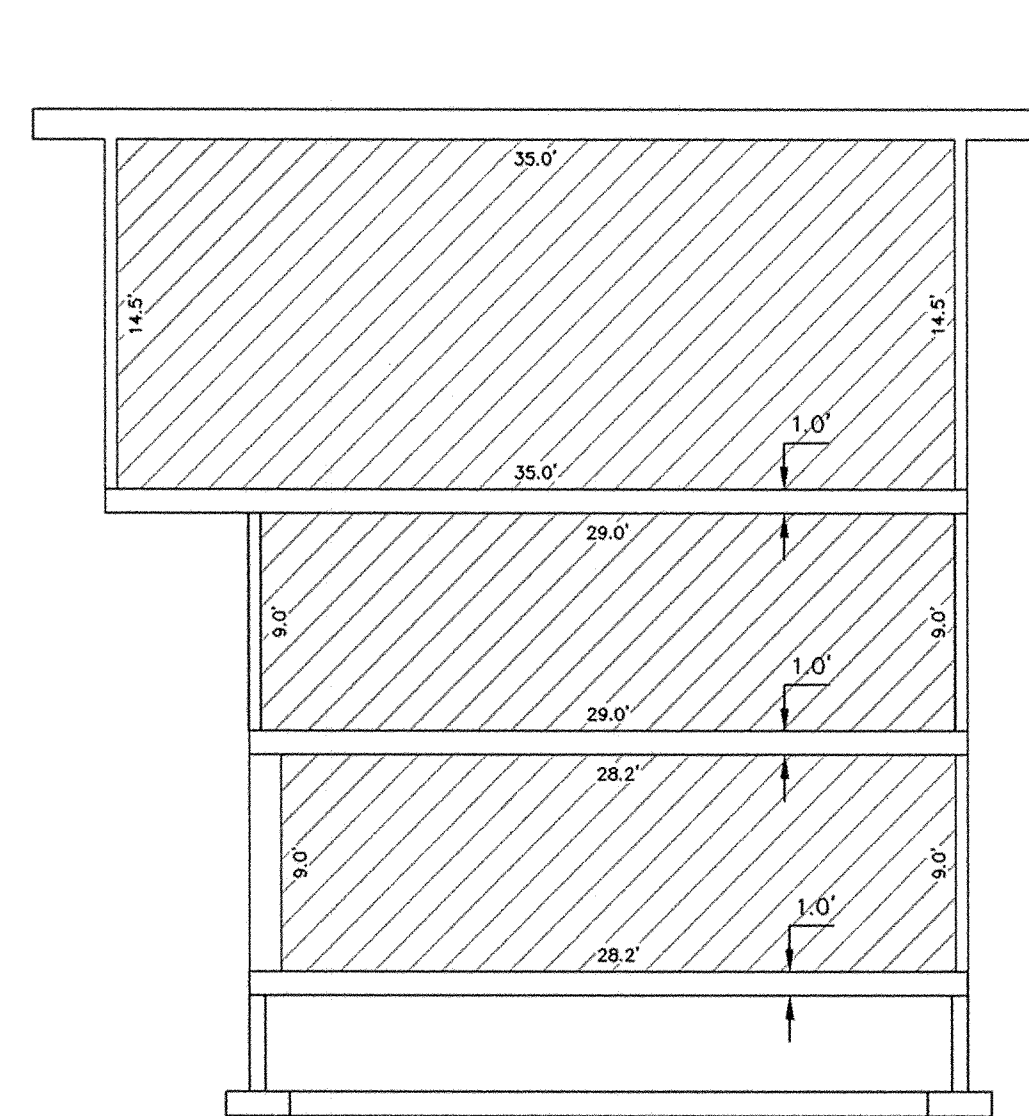
LOWER LEVEL



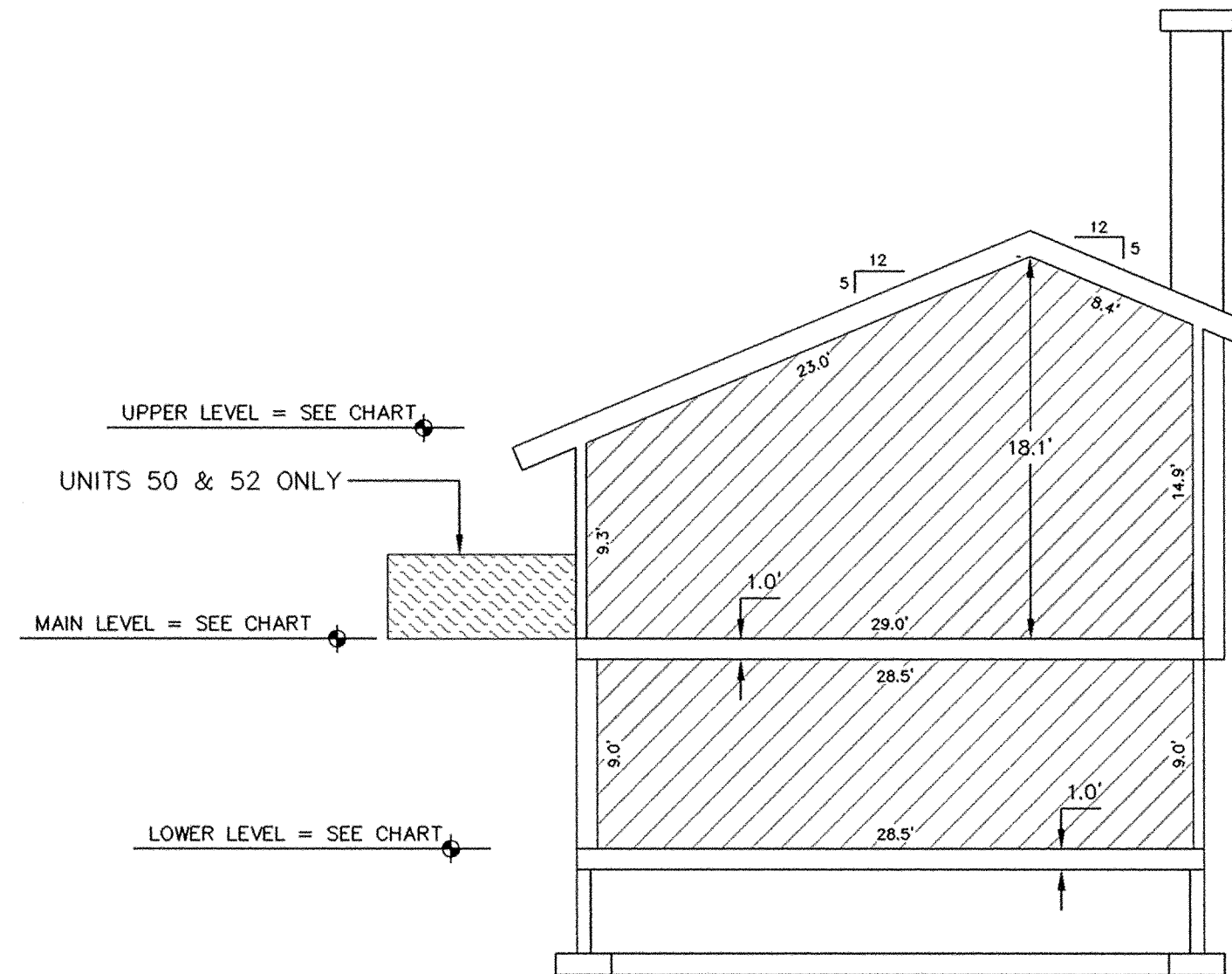
MAIN LEVEL



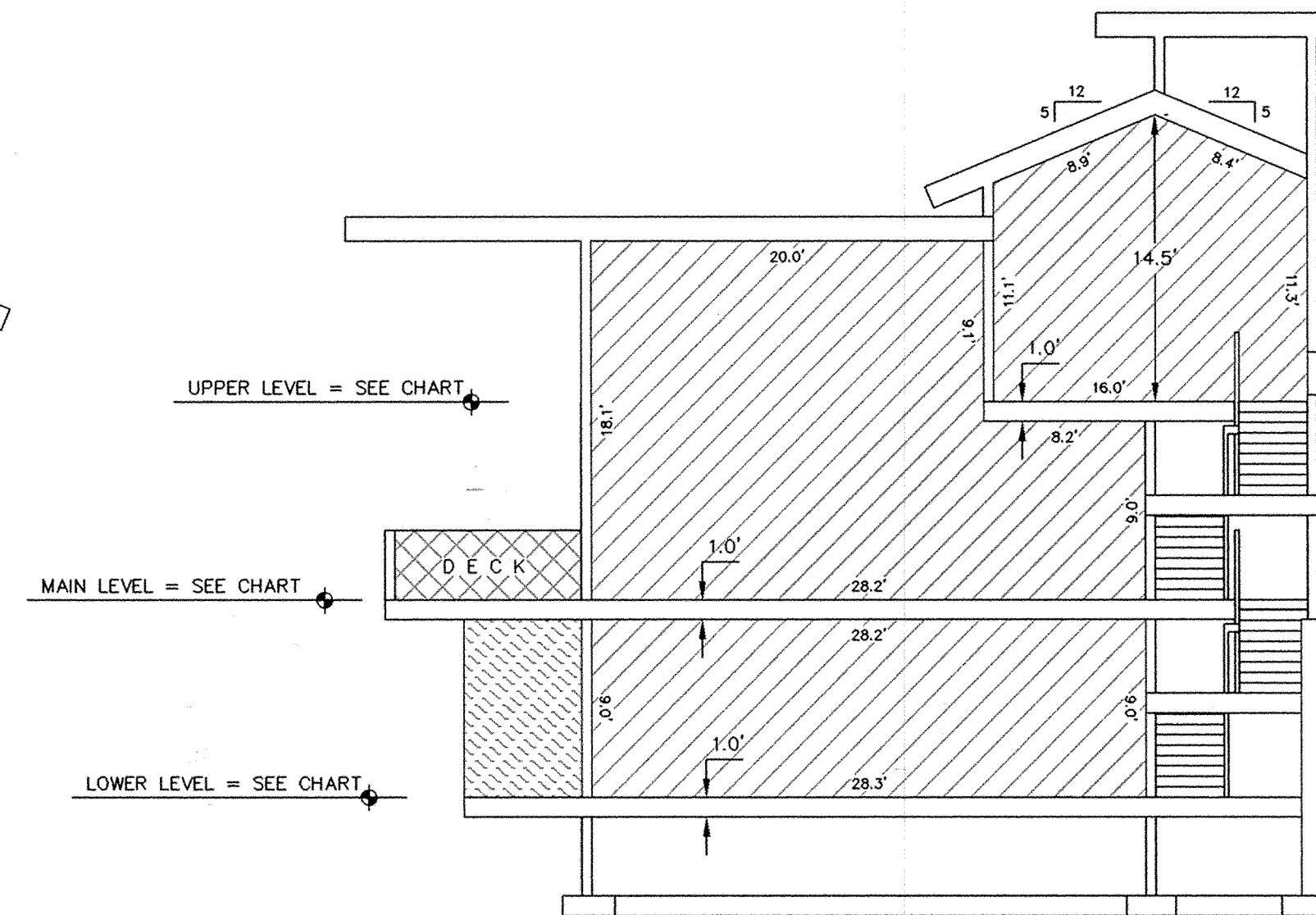
UPPER & GARAGE LEVEL



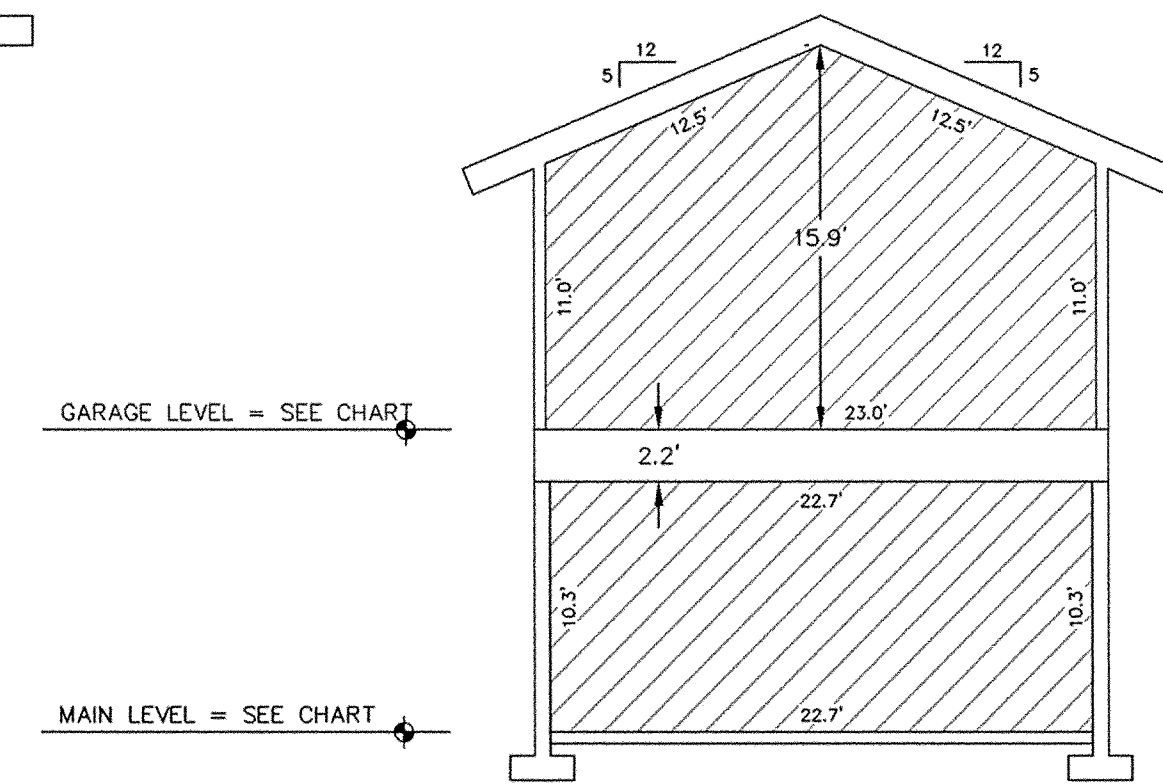
SECTION "A"



SECTION "B"



SECTION "C"



SECTION "D"

FLOOR AREA / FLOOR ELEVATION TABLE					
	UNIT 45	UNIT 46	UNIT 50	UNIT 51	UNIT 52
LOWER LEVEL	8149.0'	8149.8'	8090.2'	8094.3'	8090.5'
	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.
MAIN LEVEL	8159.0'	8159.8'	8100.2'	8104.3'	8100.5'
	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.
UPPER LEVEL	8169.0'	8169.8'	8110.2'	8114.3'	8110.5'
	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.
GARAGE LEVEL	8171.5'	8172.3'	8112.7'	8116.9'	8113.8'
	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.
TOTAL SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.

UNITS 45, 46, 50, 51, & 52

NOTE:

- INTERIOR DIMENSIONS SHOWN ARE TO FINISH SURFACES.
- ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
- ALL PHYSICAL FEATURES AND IMPROVEMENTS NOT SHOWN AREA DESIGNATED AS COMMON AREA.
- REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
- BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.

OWNERSHIP DESIGNATIONS	
	"PRIVATE OWNERSHIP AREA A"
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	"PRIVATE OWNERSHIP AREA B"

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the unit owners at the STAG LODGE PHASE IV CONDOMINIUM PROJECT acting as a group in accordance with the Declaration of Covenants, Conditions, and Restrictions for STAG LODGE PHASE IV, a Utah Condominium project, this Amended Record of Survey Map of STAG LODGE PHASE IV, which consists of sheet 2 in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate.

John Demkowicz
John Demkowicz, LS #154491

4/15/02
Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein described tract of land, hereby certify that they have caused this survey to be made and this Amended Record of Survey Map to be prepared and hereby consent to the recordation of this Amended Record of Survey Map.

Brad Scott
Brad Scott, President
Stag Lodge Condominium Homeowners Association, Inc.

12-10-02
Date

ACKNOWLEDGMENT

State of *Utah*
County of *Summit*

On this *10th* day of *Dec*, 2002, personally appeared before me, the undersigned Notary Public, in and for said County and State, Brad Scott, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Homeowners Association, Inc., and that he signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge Phase IV Condominium Project acting as a group (under the name of the Stag Lodge Homeowners Association, Inc.) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Phase IV Condominium.

Mary J. Carney
Notary Public

Residing in: *Park City*

My commission expires: *6-1-2004*



NOTES:

- This Amended Record of Survey Map is an Amendment of sheet 2 of the Stag Lodge Phase IV Condominium, recorded July 30, 1992, as Entry #363084 in the Summit County Records Office. Sheet 1 of Stag Lodge Phase IV Condominium as recorded July 30, 1992, shall remain intact.
- All other conditions of approval of the Stag Lodge Condominium project continue to apply.
- Recorded concurrently herewith an Amendment to the Condominium Declaration for Stag Lodge. This Amended Record of Survey Map has been prepared in connection with said Amended Declaration which provides for, but not limited to, the following:

"Private Ownership Area A" means and refers to all of the previously existing privately owned property as shown on the original Map or Maps, property privately owned prior to the Private Ownership Area B Effective Date.

"Private Ownership Area B" means and refers to the property changed from Common Area or Limited Common Area to private ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on this Amended Map, including by way of illustration but not limitation private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement. Private Ownership Area B cannot be used to create a lockout unit or additional bedrooms.
- The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of Stag Lodge Condominium (see Note 1), and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.

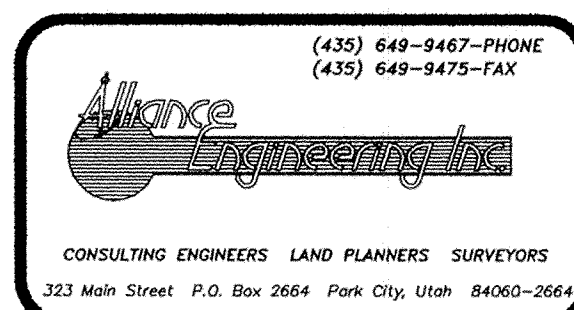
FIRST AMENDED
RECORD OF SURVEY MAP

STAG LODGE PHASE IV

A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST
S.L.B. & M.
PARK CITY, SUMMIT COUNTY, UTAH



PAGE 2 OF 3



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS *3rd* DAY OF *January*, 2003 A.D.

BY *Dr. R. R.*
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS *6th* DAY OF *January*, 2002 A.D.

BY *Chairman*
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS *6th* DAY OF *JANUARY*, 2002 A.D.

BY *Nic W. Dehaan*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS *9th* DAY OF *JANUARY*, 2003 A.D.

BY *Tracy C. Tuck*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS *6th* DAY OF *JUNE*, 2002 A.D.

BY *Janet M. Scott*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS *6th* DAY OF *JUNE*, 2002 A.D.

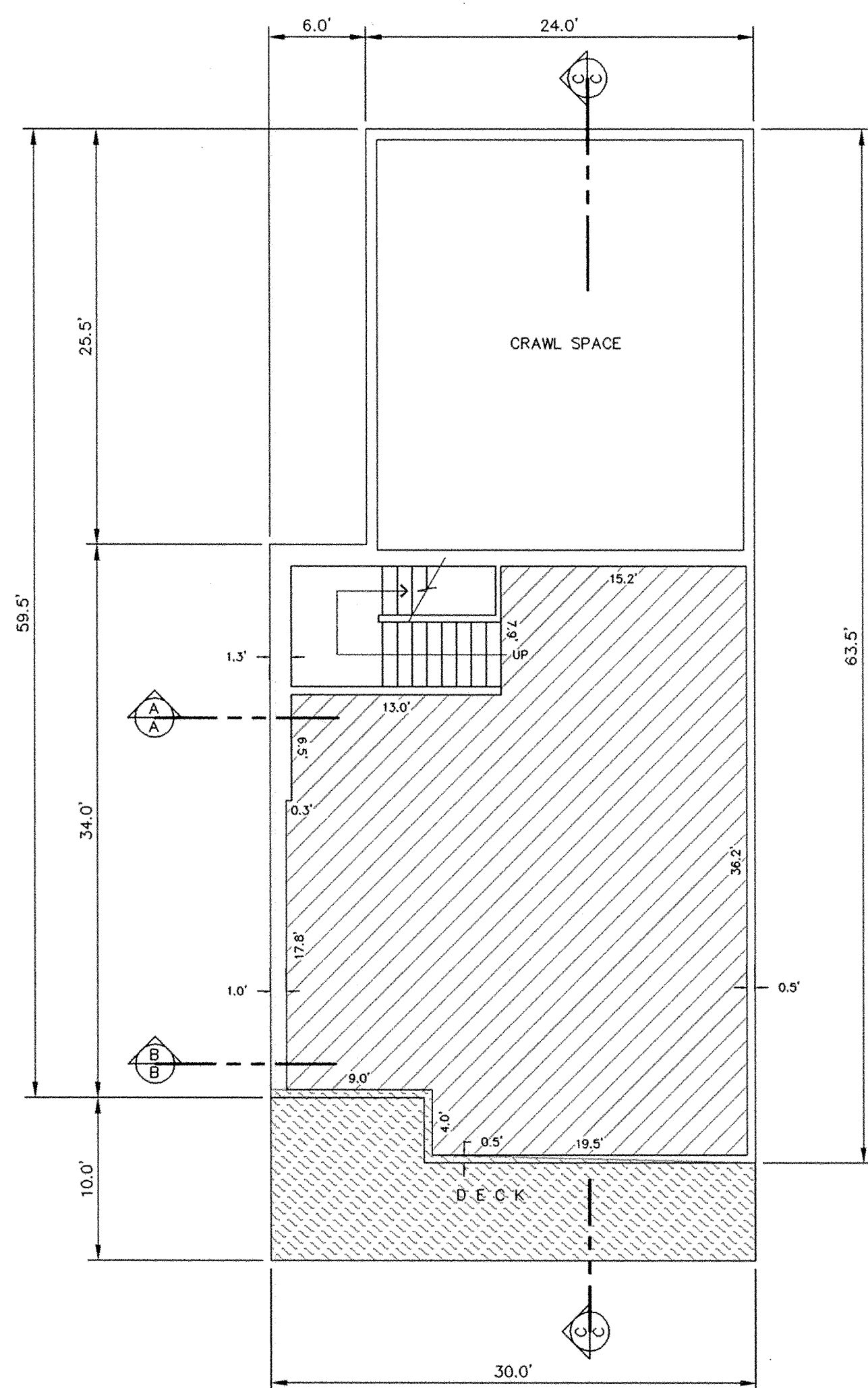
BY *Doreen M. Williams*
MAYOR

JOB NO.: 5-7-01 FILE: Z:\s\dwg\phase4-Am\shf2

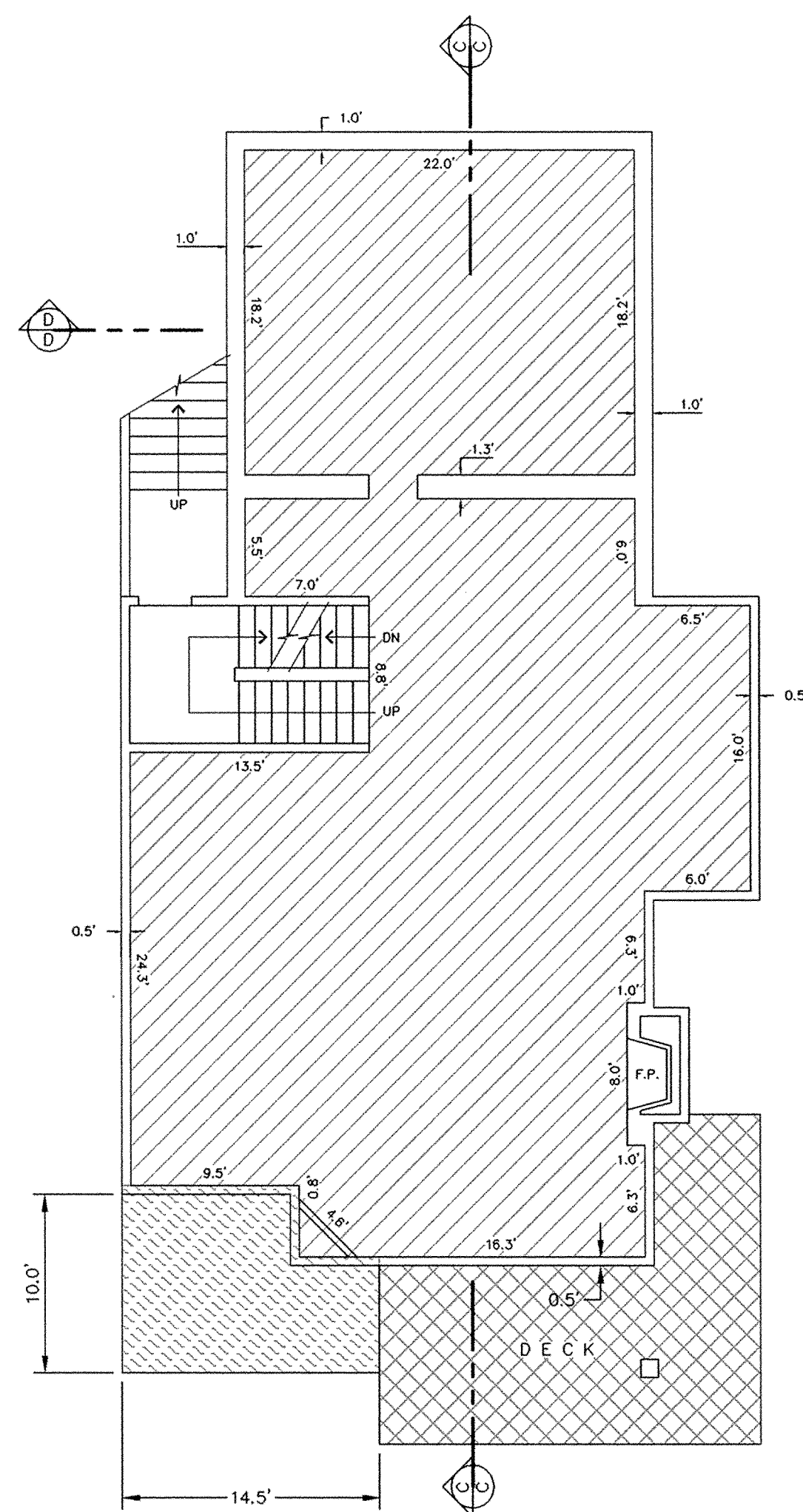
645383 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF *High County Title*

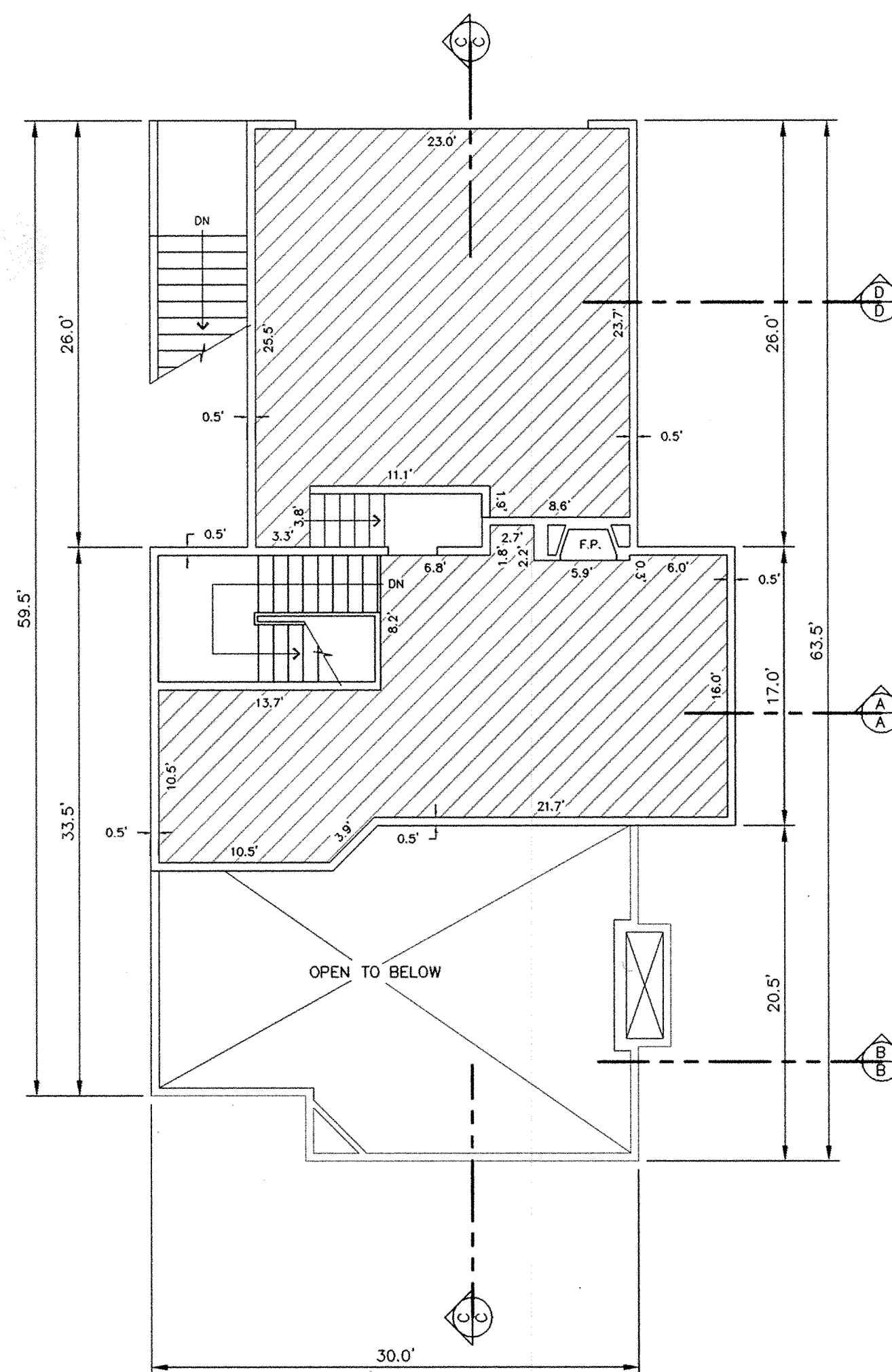
DATE *1-23-2003* TIME *2:32 PM* BOOK *---* PAGE *---*
FEE *76.00* RECORDER *Doreen M. Williams*



LOWER LEVEL



MAIN LEVEL



UPPER & GARAGE LEVEL

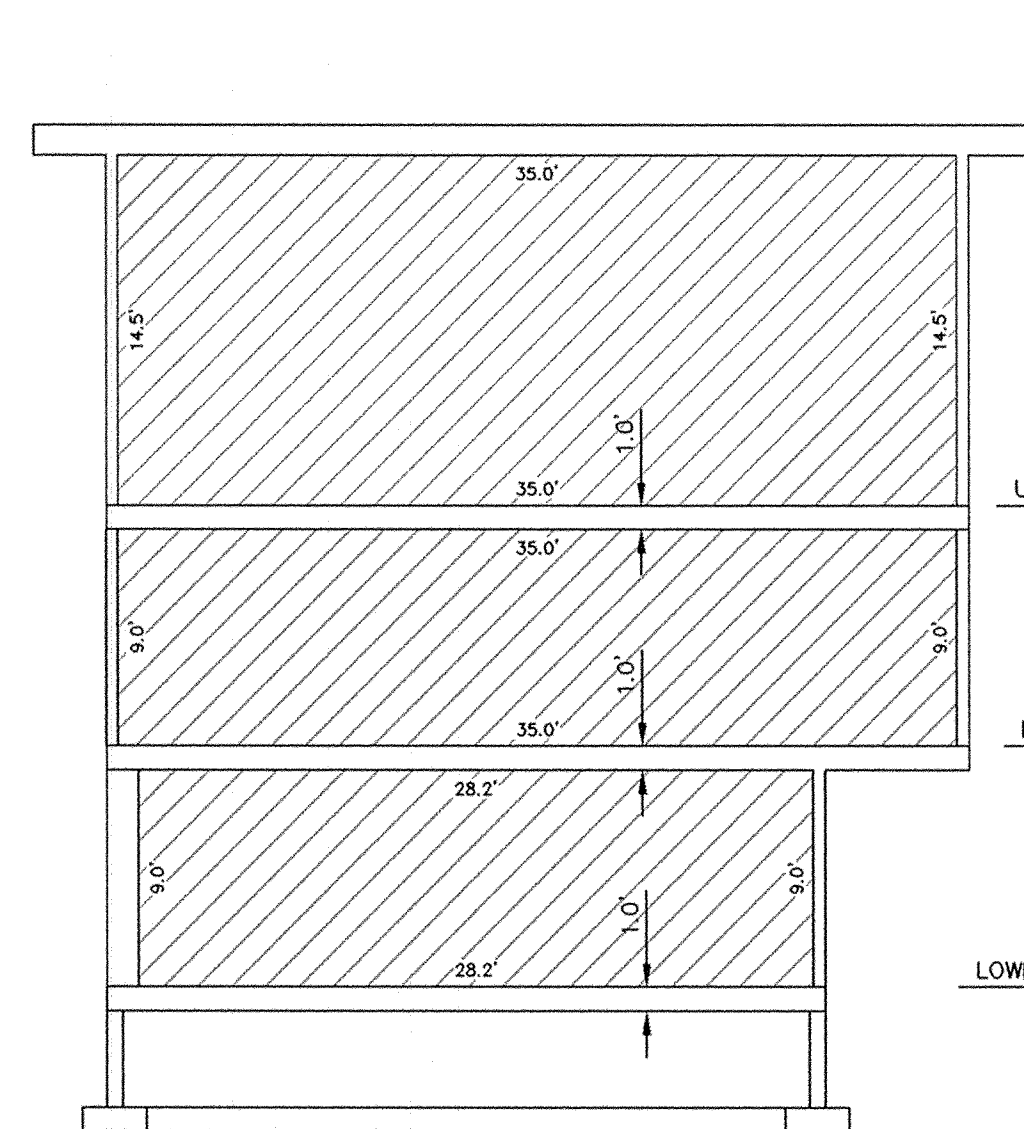
- NOTES:
1. This Amended Record of Survey Map is an Amendment of sheet 2 of the Stag Lodge Phase IV Condominium, recorded July 30, 1992, as Entry #363084 in the Summit County Records Office. Sheet 1 of Stag Lodge Phase IV Condominium as recorded July 30, 1992, shall remain intact.
 2. All other conditions of approval of the Stag Lodge Condominium project continue to apply.
 3. Recorded concurrently herewith an Amendment to the Condominium Declaration for Stag Lodge. This Amended Record of Survey Map has been prepared in connection with said Amended Declaration which provides for, but not limited to, the following:

"Private Ownership Area A" means and refers to all of the previously existing privately owned property as shown on the original Map or Maps, property privately owned prior to the Private Ownership Area B Effective Date.

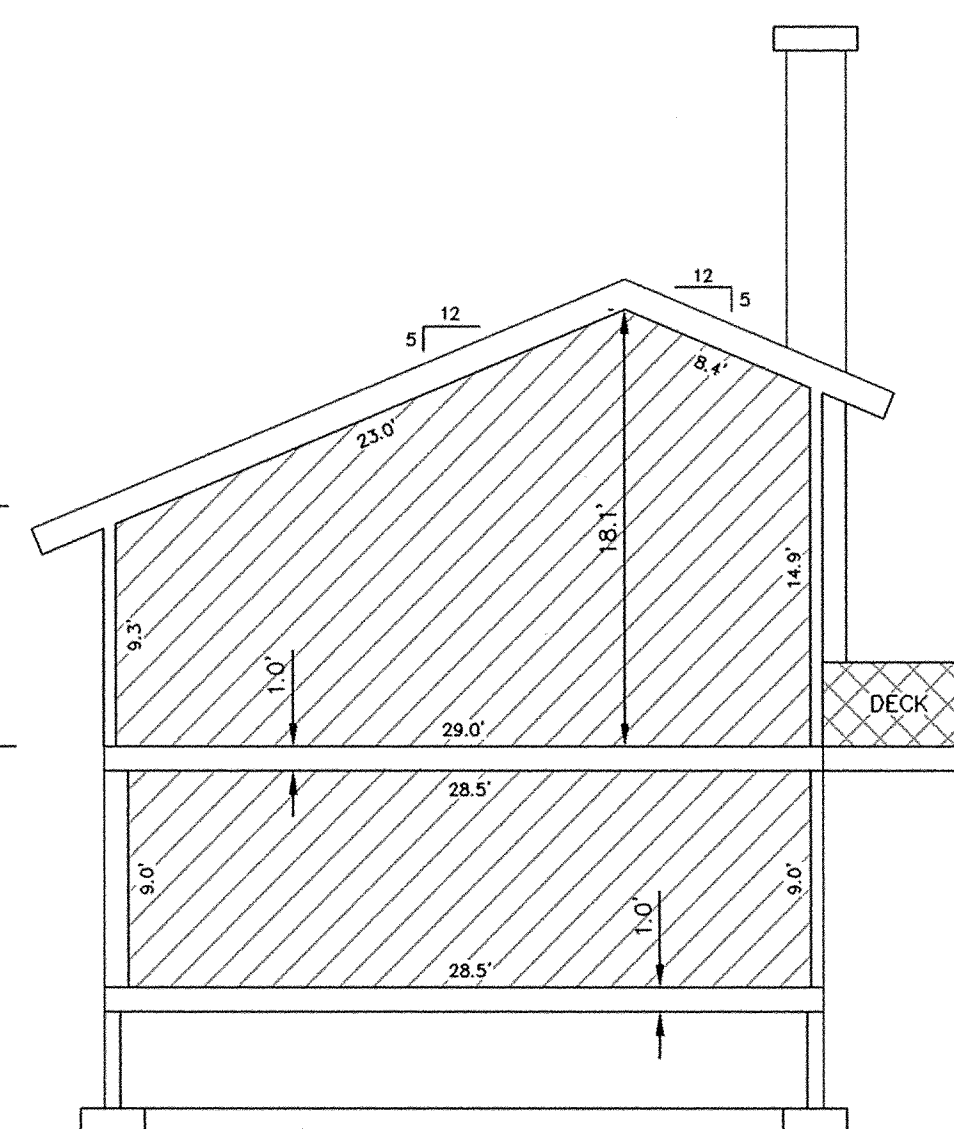
"Private Ownership Area B" means and refers to the property changed from Common Area or Limited Common Area to private ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on this Amended Map, including by way of illustration but not limitation private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement. Private Ownership Area B cannot be used to create a lockout unit or additional bedrooms.
 4. The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of Stag Lodge Condominium (see Note 1), and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.

FLOOR AREA / FLOOR ELEVATION TABLE

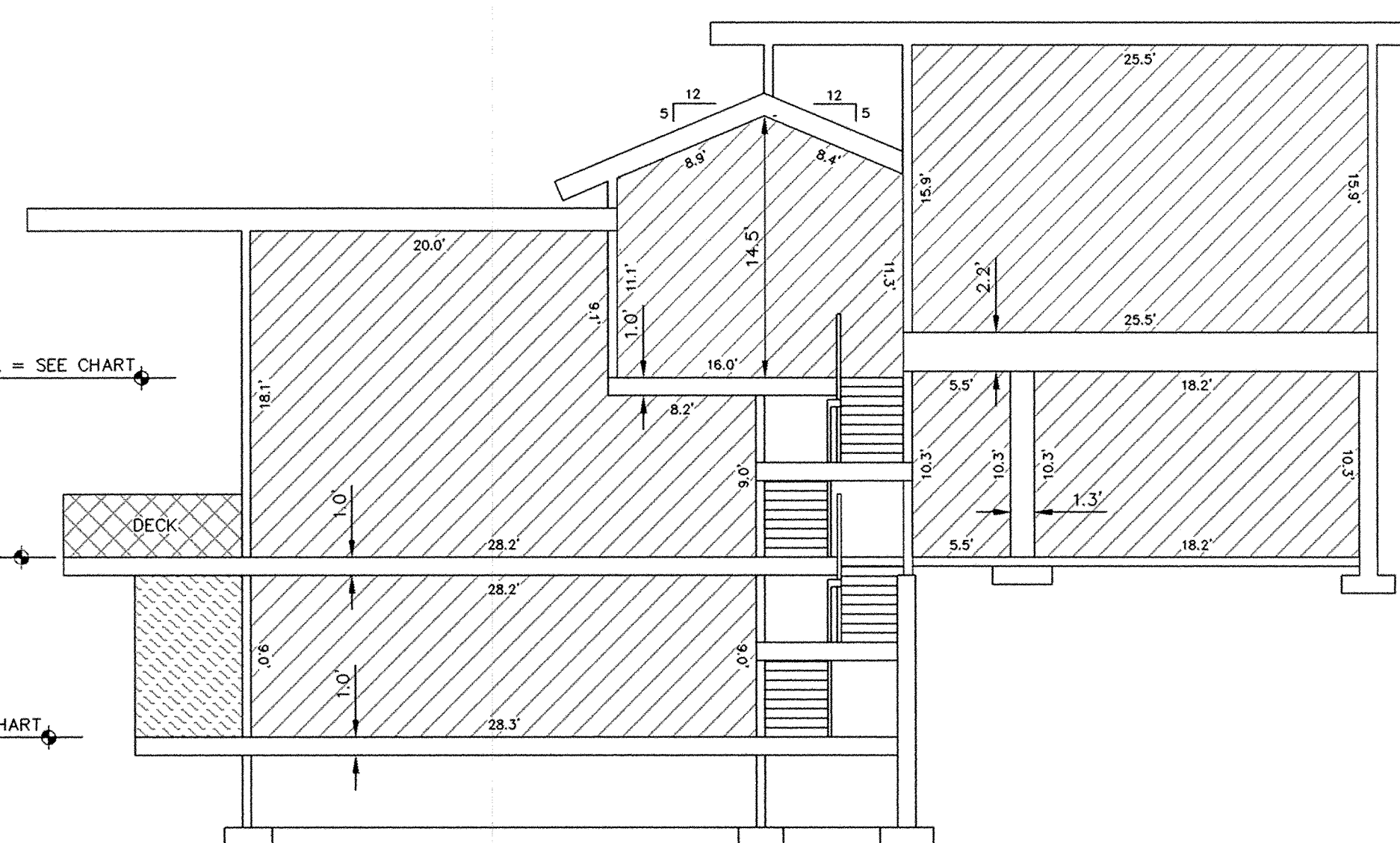
UNIT 44		
LOWER LEVEL	8143.1' SEA LEVEL ELEVATION	990 S.F.
MAIN LEVEL	8153.1' SEA LEVEL ELEVATION	1664 S.F.
UPPER LEVEL	8163.1' SEA LEVEL ELEVATION	619 S.F.
GARAGE LEVEL	8165.6' SEA LEVEL ELEVATION	
TOTAL SQ. FT.	3273 S.F.	



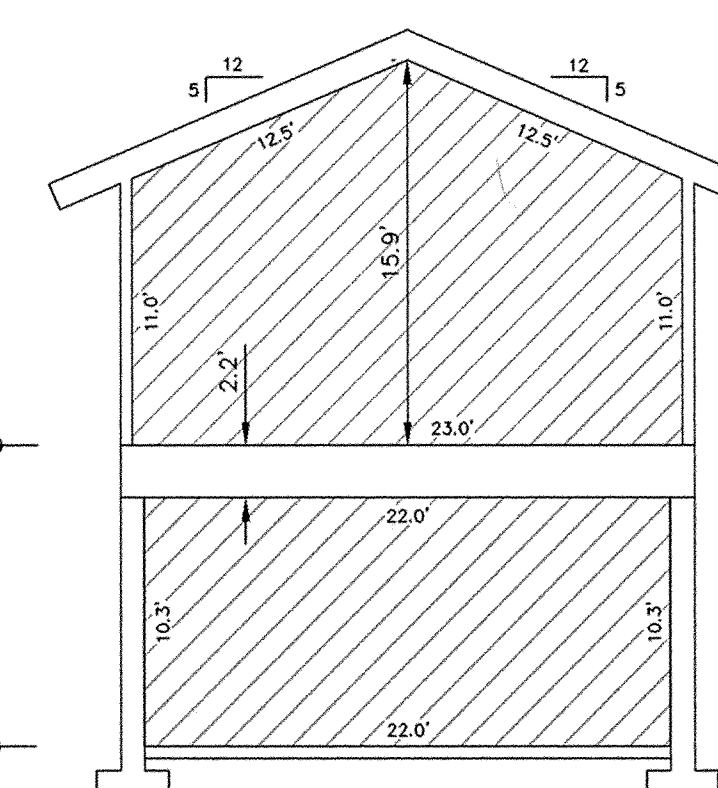
SECTION "A"



SECTION "B"



SECTION "C"



SECTION "D"

OWNERSHIP DESIGNATIONS	
	"PRIVATE OWNERSHIP AREA A"
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	"PRIVATE OWNERSHIP AREA B"

- NOTE:
1. INTERIOR DIMENSIONS SHOWN ARE TO FINISH SURFACES.
 2. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
 3. ALL PHYSICAL FEATURES AND IMPROVEMENTS NOT SHOWN AREA DESIGNATED AS COMMON AREA.
 4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
 5. BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.

UNIT 44

STAG LODGE PHASE IV

A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST
S.L.B. & M.
PARK CITY, SUMMIT COUNTY, UTAH

8 0 8 16 FEET

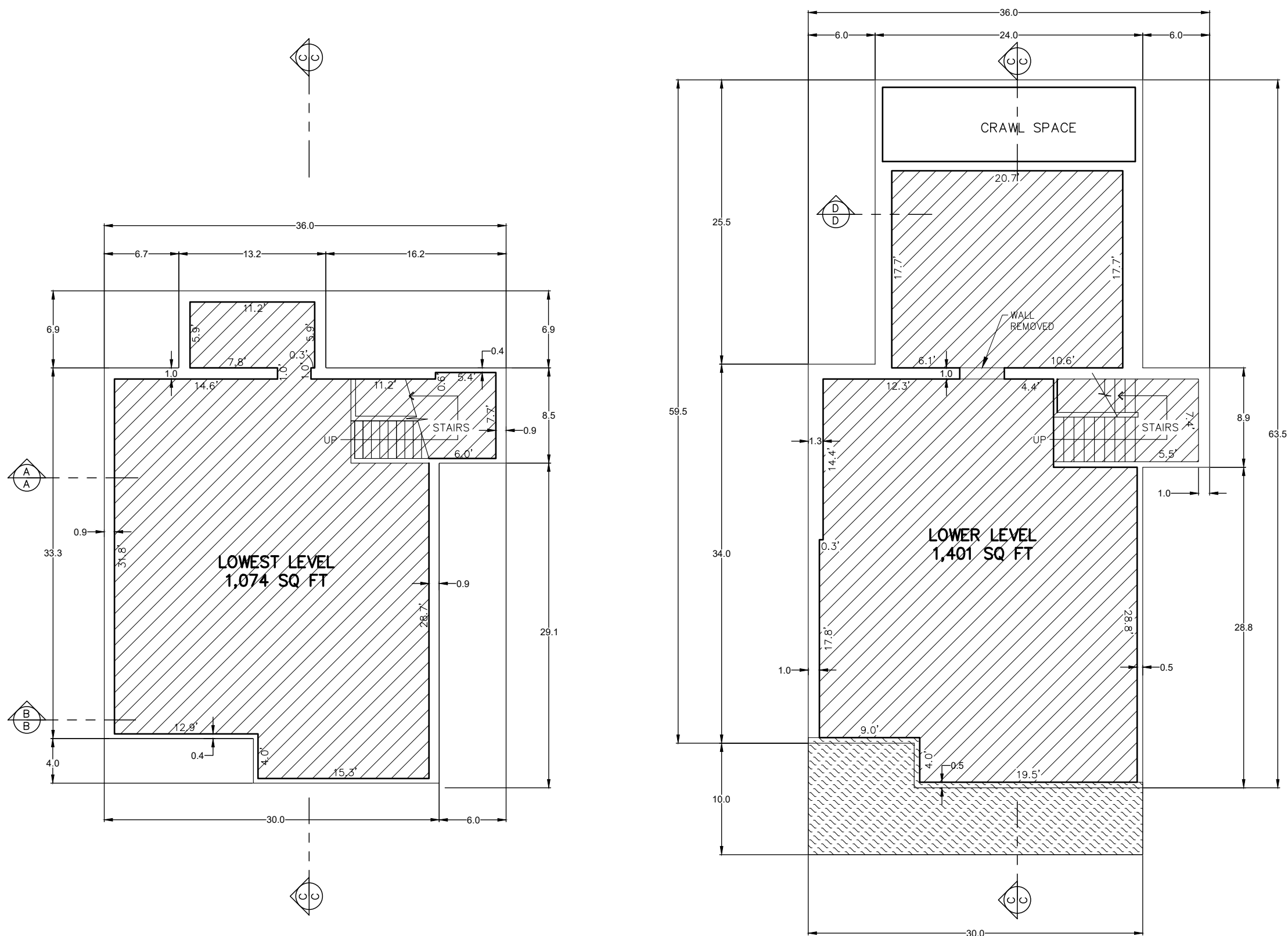
PAGE 3 OF 3

JOB NO. 5-7-01 Z:\sl\dwg\phase4-Am\sh3

645383 RECORDED

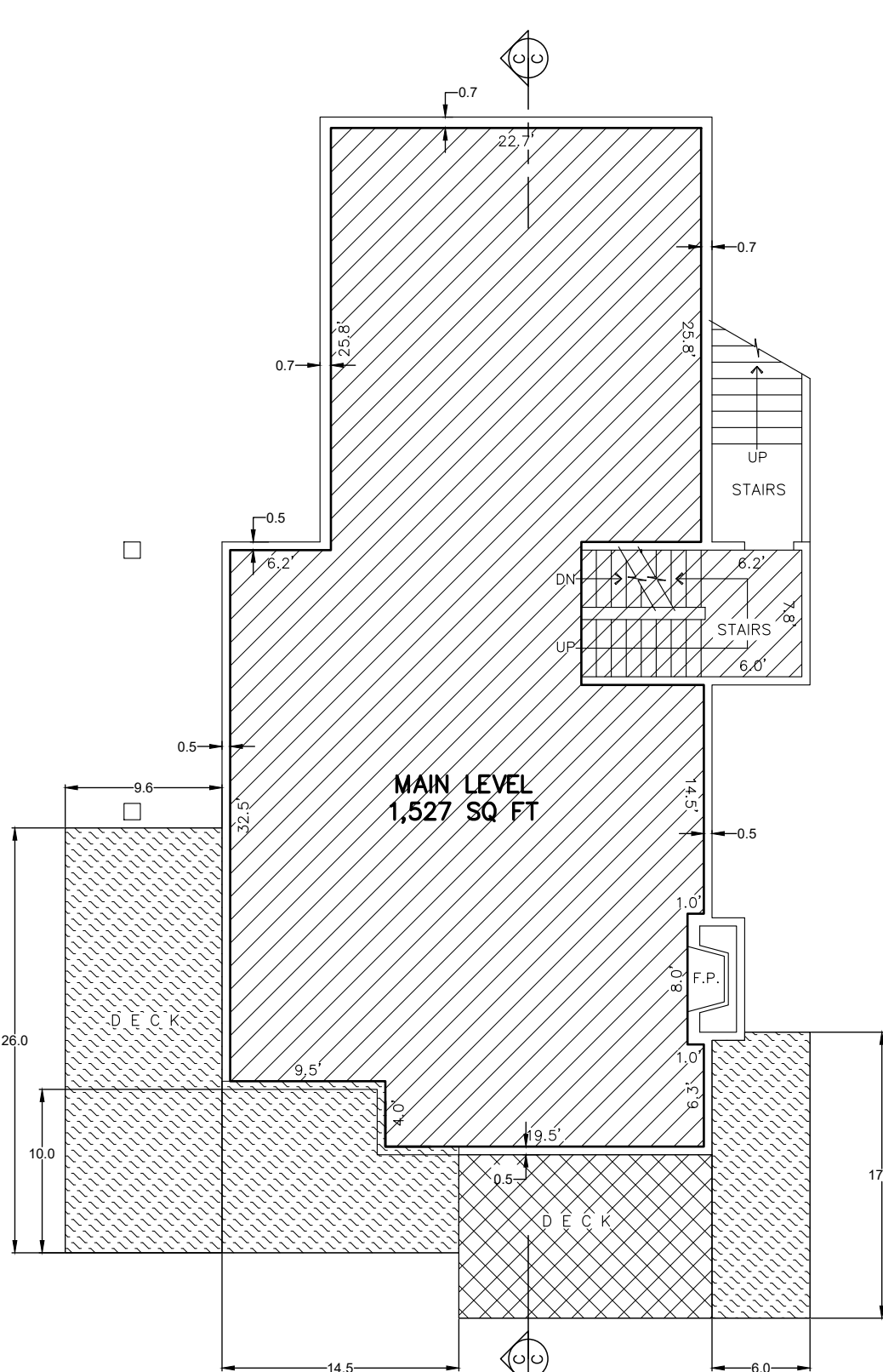
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE OFFICE OF High Country Title
DATE 1-23-2023 TIME 8:39 AM BOOK PAGE
\$ 66.00
FEE RECORDER

Stag Lodge Phase IV 3013

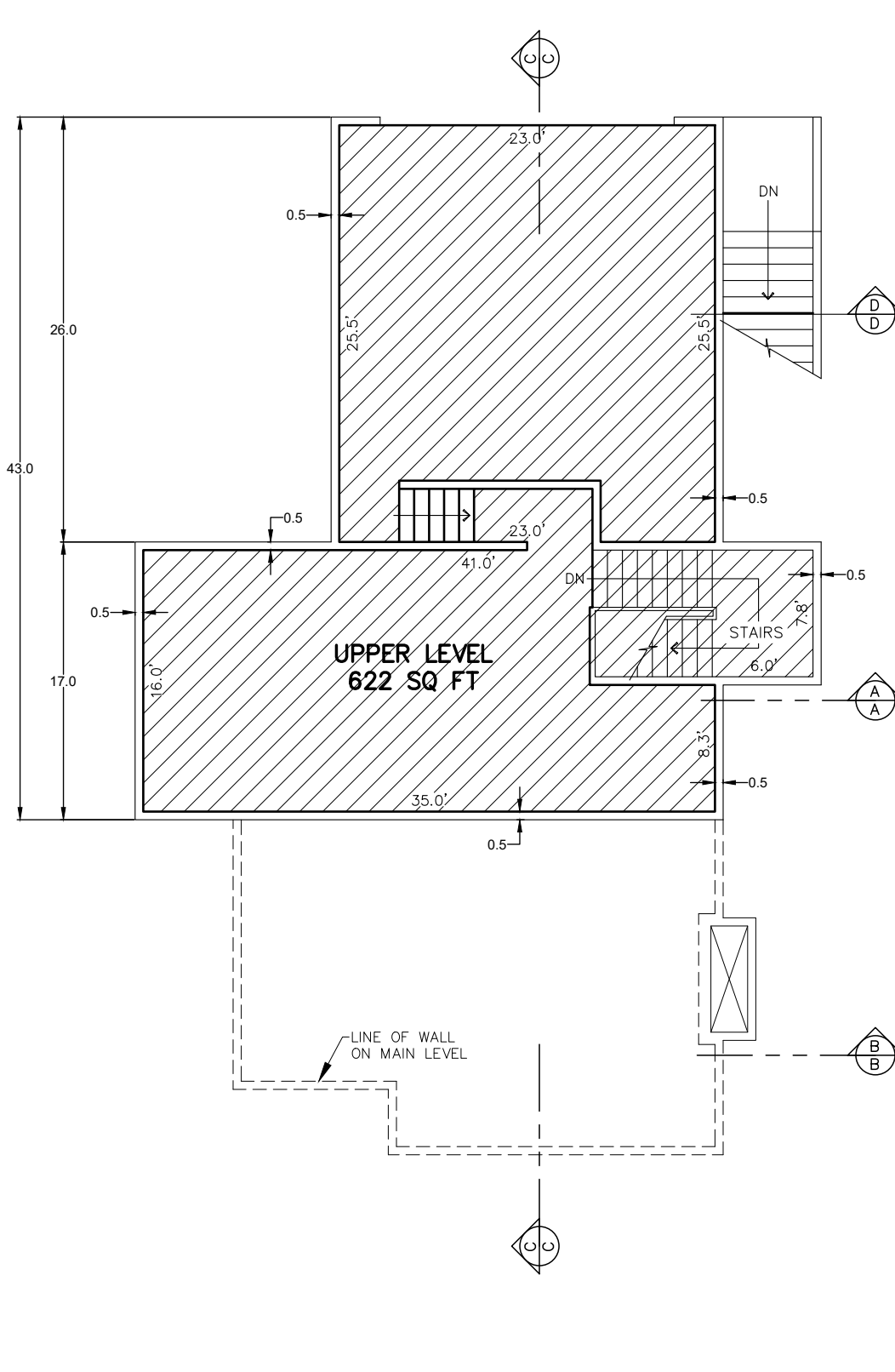


LOWEST LEVEL

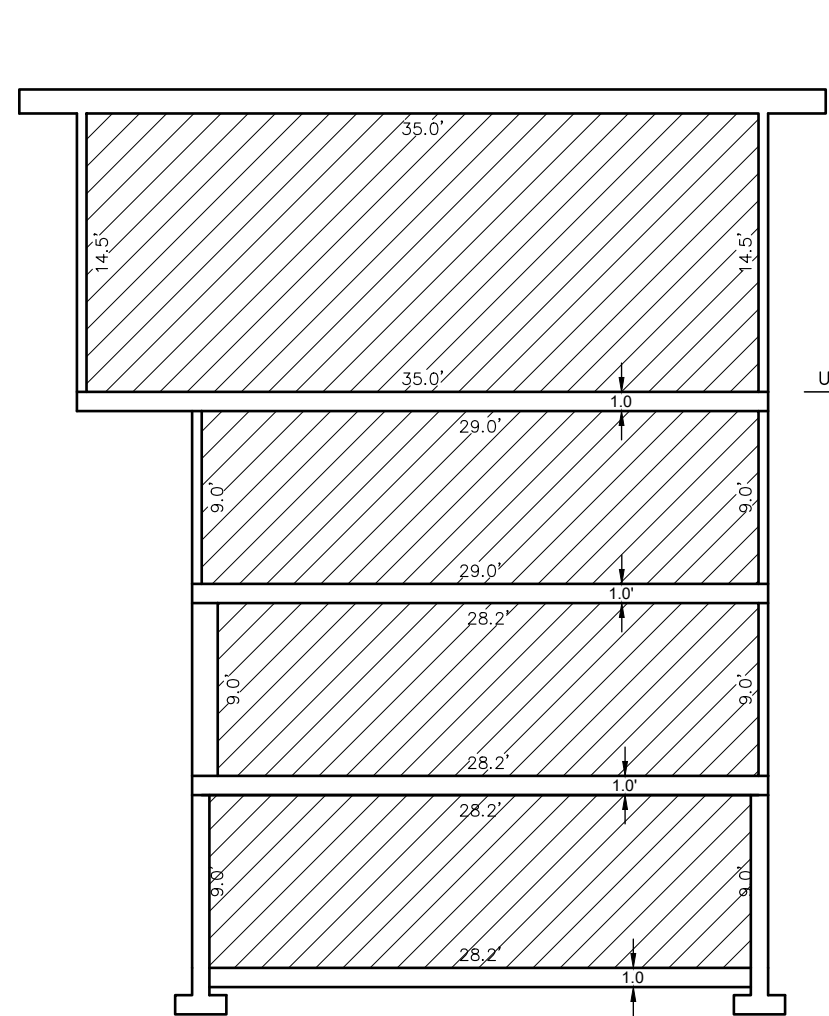
LOWER LEVEL



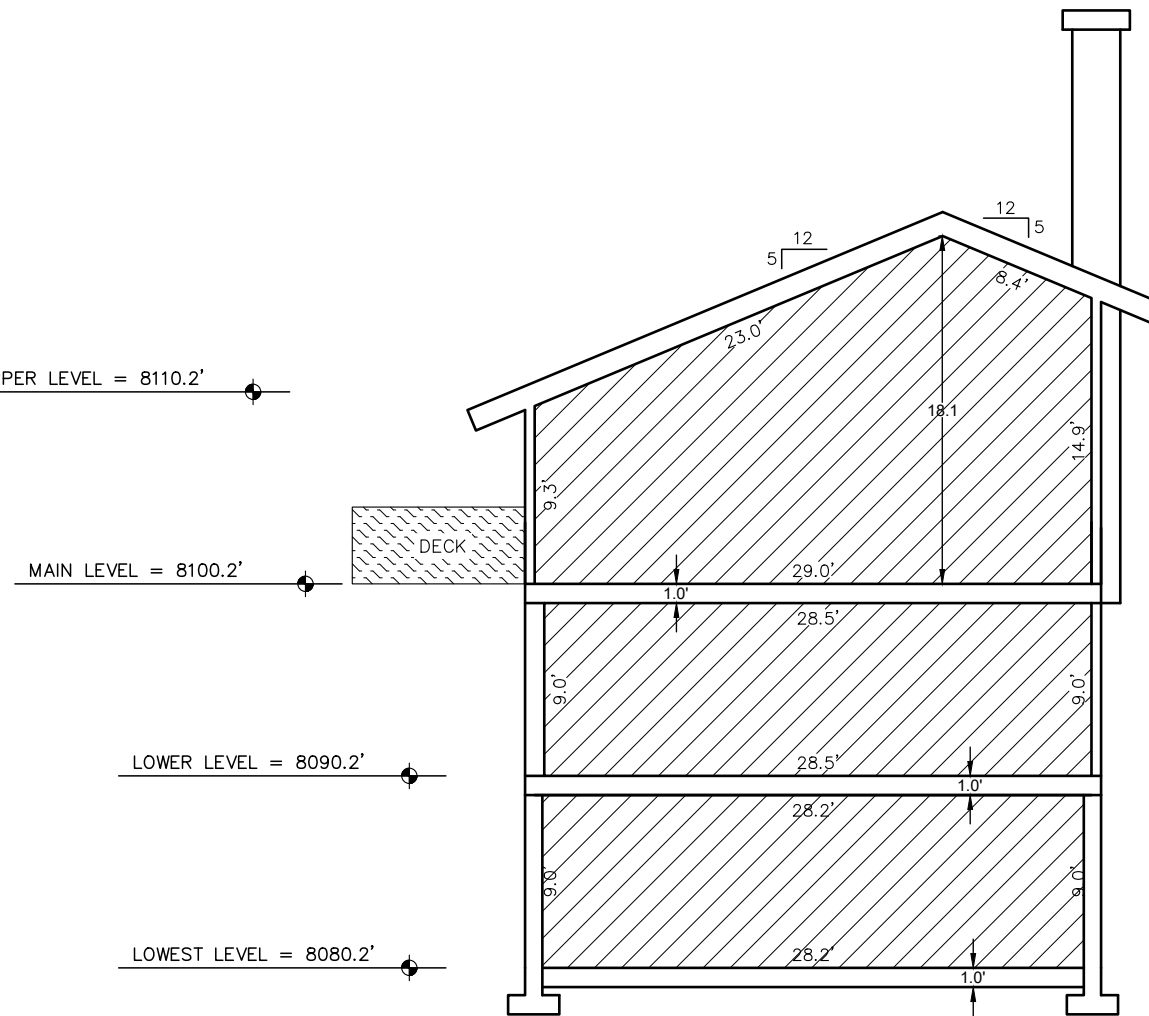
MAIN LEVEL



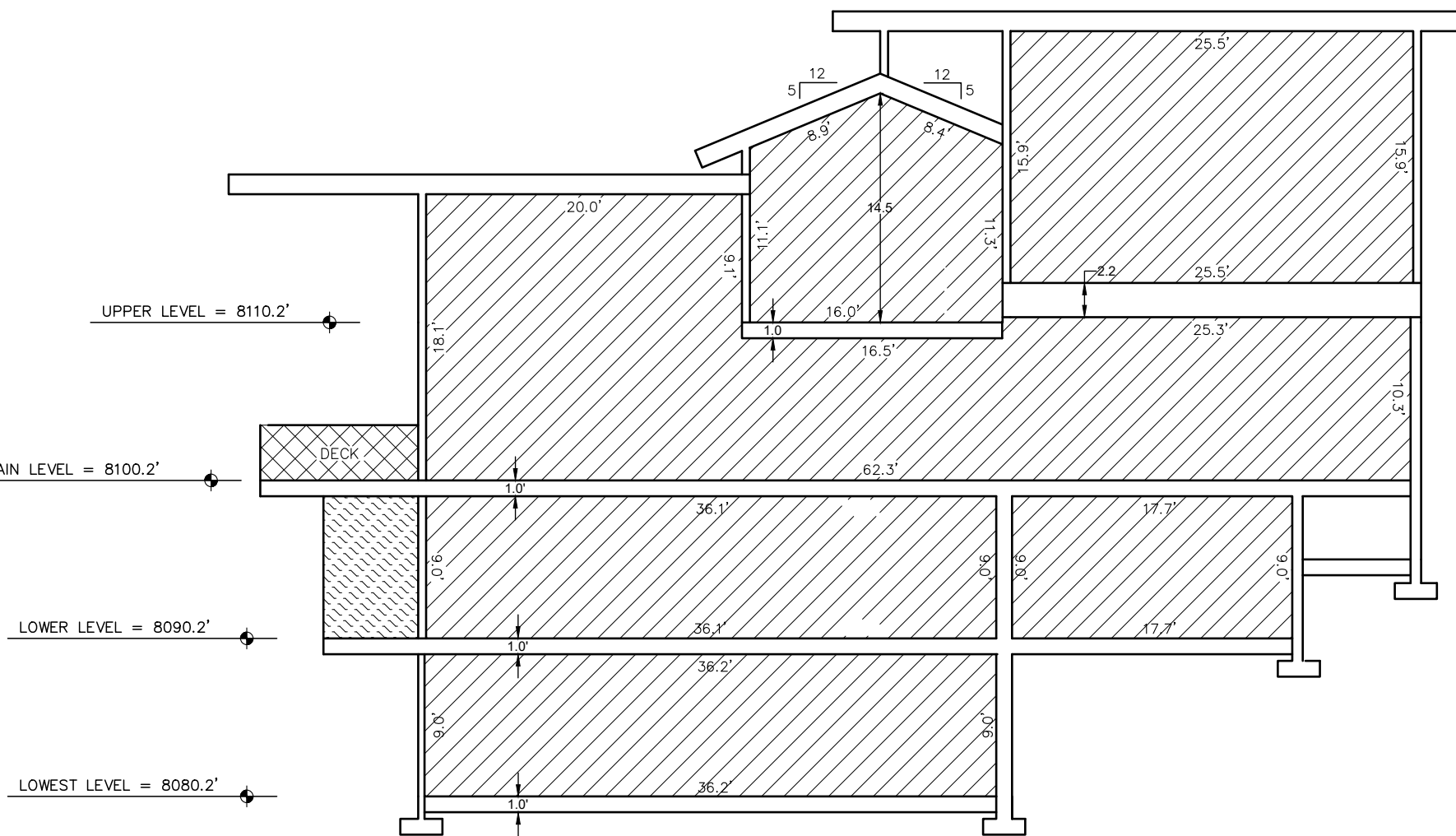
UPPER & GARAGE LEVEL



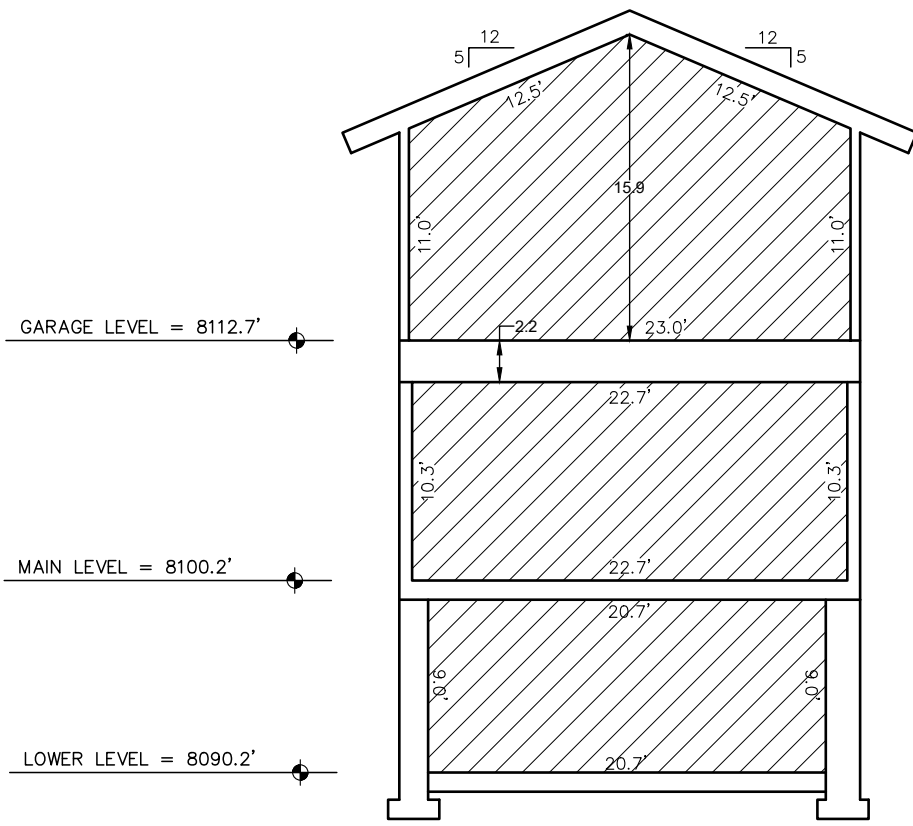
SECTION "A"



SECTION "B"



SECTION "C"



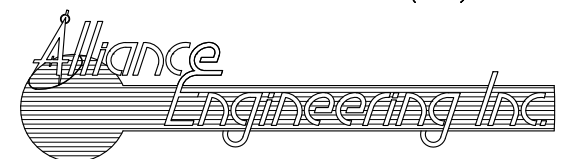
SECTION "D"

SQUARE FOOTAGE TABLE	
LOWEST LEVEL	1,074 SQ. FT.
LOWER LEVEL	1,401 SQ. FT.
MAIN LEVEL	1,527 SQ. FT.
UPPER & GARAGE LEVEL	622 SQ. FT.
TOTAL	4,624 SQ. FT.

OWNERSHIP DESIGNATIONS	
	"PRIVATE OWNERSHIP AREA A"
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	"PRIVATE OWNERSHIP AREA B"

STAG LODGE PHASE IV THIRD AMENDED AMENDING UNIT 50

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



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



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 by the laws of the State of Utah. I further certify that by authority of the owner(s) I have made a survey of Unit 50, and have amended said Unit as shown hereon, in accordance with the provisions of the Utah Condominium Ownership Act, hereafter to be known as STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

LEGAL DESCRIPTION

Unit No. 50, contained within the First Amended Stag Lodge Condominium Phase IV, a condominium project as the same is identified in the Record of Survey Map recorded on March 4, 1985 in Summit County, as Entry No. 363084, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration recorded in Summit County, as Entry No. 231329 in Book 333 at Page 435 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Together with a 25 foot wide private roadway and non-exclusive public utilities easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990, as Entry No. 321286.

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jason Andrew Manasse and Hava Michelle Manasse, Trustees of the Hava and Jason Manasse Living Trust dated March 30, 2018, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand
this ____ day of _____, 2022.

Hava and Jason Manasse Living Trust,
dated March 30, 2018

By: _____
Jason Andrew Manasse, Trustee

In witness whereof, the undersigned set her hand
this ____ day of _____, 2022.

Hava and Jason Manasse Living Trust,
dated March 30, 2018

By: _____
Hava Michelle Manasse, Trustee

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, Jason Andrew Manasse 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 a Trustee of the Hava and Jason Manasse Living Trust dated March 30, 2018, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, Hava Michelle Manasse 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 she is a Trustee of the Hava and Jason Manasse Living Trust dated March 30, 2018, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Stag Lodge Owners Association, a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recordation of this Condominium Plat Amendment.

Warren Correll, President
Stag Lodge Owners Association, a Utah nonprofit corporation

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, personally appeared before me, the undersigned Notary Public, in and for said County and State, Warren Correll, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Owners Association, a Utah nonprofit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge condominium project acting as a group (under the name of the Stag Lodge Owners Association, a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Condominium.

A Notary Public Commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

7/22/22

JOB NO.: 1-3-22

FILE: X:\SilverLakeVillage\dwg\sr\plat2022\010322.dwg

SHEET 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS ____
DAY OF _____, 2022
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION THIS ____
DAY OF _____, 2022
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2022
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____
DAY OF _____, 2022
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2022
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2022
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS ____ DAY
OF _____, 2022
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

FEE RECORDER
TIME ____ DATE ____ ENTRY NO. ____

Planning Commission Agenda Item Report

Meeting Date: August 10, 2022

Submitted by: Levi Jensen

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: REGULAR AGENDA

Subject:

4001 Kearns Boulevard – Amend the Quinn’s Junction Partnership Annexation Master Planned Development Agreement (MPD) – The Applicant Proposes to Modify the Uses, Number, Footprints, and Building Heights of the Remaining Density Allocated in the MPD on Lot 1B only, to Allow for Studio Crossing, a Mixed-Use Affordable Housing Project in the Community Transition - Regional Commercial Overlay Zoning District. PL-22-05206.

(A) Public Hearing; (B) Possible Action

Suggested Action:

Attachments:

[Studio Crossing Staff Report](#)

[Exhibit A: MPD Approved Site Plan](#)

[Exhibit B: Applicant's Project Narrative](#)

[Exhibit C: Applicant's Conceptual Site Plan](#)

[Exhibit D: Applicant's Parking Memorandum](#)

[Exhibit E: Applicant's Trip Generation Analysis](#)

[Exhibit F: Applicant's Housing Mitigation Plan](#)

[Exhibit G: Letter of Support from the City's Housing Team](#)

Planning Commission Staff Report



Subject: Studio Crossing
Applications: PL-22-05206 & PL-22-05212
Author: Alexandra Ananth, Sr. Planner
Date: August 10, 2022
Type of Item: Legislative – Amend the Park City Film Studios Annexation Ordinance and MPD

Recommendation

(I) Review the proposed amendments to 1) the Quinn’s Junction Partnership Annexation Master Planned Development Agreement ([MPD](#)) and 2) the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#); (II) Hold public hearings on both agenda items; (III) Identify any issues that need further clarification; and (IV) Continue the public hearing to October 26, 2022 for possible action.

Description

Applicant: Quinn Capital Partners, LLC (Gary Crandall, Manager)
Location: 4001 Kearns Boulevard (SR-248),
Zoning District: Community Transition (CT), with Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), Sensitive Land Overlay (SLO), and an MPD for a Film Studio and Media Campus
Adjacent Land Uses: Open Space and Recreation, Residential (MPD), Institutional Uses
Reason for Review: MPD amendments require Planning Commission action¹ and a recommendation to the Housing Authority (as applicable). Ordinance Amendments require Planning Commission review and City Council action.

Abbreviations

AMI	Area Medium Income
CT	Community Transition
CUP	Conditional Use Permit
ECPO	Entry Corridor Protection Overlay
MPD	Master Planned Development
RCO	Regional Commercial Overlay
SLO	Sensitive Land Overlay
AUE	Affordable Unit Equivalent
UE	Unit Equivalent

¹ LMC [§ 15-6-4\(H\)](#).

Summary

The Park City Film Studios Subdivision will consist of two separate lots once the recently approved Plat Amendment is recorded. Lot 1A will contain the developed portion of the Park City Film Studios, and Lot 1B is currently undeveloped. Both lots are subject to an [Annexation Agreement](#) and the Quinn's Junction Partnership Annexation Master Planned Development Agreement ([MPD](#)).

The applicant has submitted applications to amend 1) the [MPD](#), to allow for additional Uses, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only; and 2) the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#), the annexation and zoning Ordinance. ***Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements.***

The applicant has 282,575 square feet of Density under the existing MPD that has not been constructed. The applicant is proposing to amend the existing MPD to construct a mixed-use project, including Commercial Uses, up to 100 market-rate for-sale units, and 185 affordable for-rent units at 80% AMI. LMC [§ 15-6-8](#) states that "Affordable Housing units required as part of the MPD approval...do not count towards the residential Unit Equivalents of the Master Plan." The project requires 42.3 Residential Unit Equivalents which the applicant is proposing to divide into 65 Units.

Use	Units	SF
Commercial Uses	NA	60,000
Market Rate Units	100	142,000
Affordable Units	185	109,100
Total		311,100
Less Required UEs	42.3	(38,057)
Total Density		273,034

The applicant has submitted:

1. Conceptual Site Plans including a Phasing Plan (Exhibit C);
2. A Parking Analysis (Exhibit D);
3. A Trip Generation Analysis (Exhibit E); and
4. A Draft Housing Mitigation Plan (Exhibit F).

Background

The subject property is located at 4001 Kearns Blvd., adjacent to the Park City Film Studio. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the property, which resulted in a settlement that provided Park City with an option to consider the

annexation prior to development in the County. As a result, Park City approved a [Settlement Agreement](#), [Annexation Agreement](#), and the Quinn's Junction Partnership Annexation [Master Planned Development \(MPD\)](#) for the purpose of constructing 374,000 square feet of "motion picture studio and media campus" (as stated in the Settlement Agreement).

The site is in the [Community Transition](#) (CT) zone, with a [Regional Commercial Overlay](#) (RCO), [Entry Corridor Protection Overlay](#) (ECPO), and [Sensitive Land Overlay](#) (SLO) in addition to the MPD. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial Uses and square footage, as outlined in Exhibit C of the [Annexation Agreement](#) and inserted below. The zoning was adopted at the time of annexation to enable the Film Studio MPD.

Attachment C

FILM AND TELEVISION/RECORDING STUDIO -PARK CITY

	Squae Footage	Bldg Number	Bldg Total SF
STUDIO LODGING	85,000	1	
RECORDING STUDIO	2,500	1	
DESTINATION SPA	6,000	1	
			93,500
AMPITHEATER	6,000	2	
			6,000
SPECIAL EVENT STAGE	15,000	3	
SCREENING ROOMS	14,000	3	
ENTERTAINMENT VENUE	3,000	3	
PERFORMANCE AREAS/ OTHER VILLAGE VENUES	17,500	3	
			49,500
STUDIO STORE/ OTHER VILLAGE VENUES/OFFICES	20,000		
		4	
			20,000
STUDIO TOUR AREAS	6,000	5	
OFFICES/ OTHHER VILLAGE VENUES	9,000	5	
			15,000
FOOD SERVICES COMMISSARY/ OFFICES ANCHOR TENANT	50,000		
		6	
			50,000
SOUNDSTAGES	48,000	7	
PRODUCTION	25,000	7	
SUPPORT/OFFICES			
			73,000
LIGHTING & GRIP	10,500	8	
WORKSHOP/EQUIPMENT STORAGE	10,500	8	
			21,000
EFFECTS STAGE/ OFFICES	46,000		
		9	
			46,000
		TOTAL SF	374,000

Figure 1: MPD Approved Uses and Density

To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A, and 7B on the approved site plan, Exhibit A and included below), associated parking, the main entrance, landscaping, and berming along Kearns Blvd, totaling 91,425 square feet of development Density. Currently, there are 282,575 square feet of remaining Density to be built on the property, for Uses and buildings consistent with the Annexation Agreement and MPD.



Figure 2: MPD Approved Phasing and Site Plan

Article II, Section 2.5(c) of the [Annexation Agreement](#) (page 3) states that no open space, setbacks, or affordable housing requirements may be imposed on the MPD.

In 2021, while considering a phasing plan amendment to construct the allowed hotel building, the City Council indicated a willingness to entertain further amendments to the Annexation and MPD to produce more community benefits, including affordable housing, for the remaining conditionally approved Density. Former Mayor Andy Beerman and Council designated former Councilmembers Steve Joyce and Nann Worel, now Mayor, with reviewing the applicant's new concept plan in more detail.

The Planning Department, Housing staff, and Council liaisons met with the applicant on several occasions to discuss the possibility of housing on the site, and the City's need for affordable/attainable units. Included in these meetings was a tour of the applicant's recently completed project, *The Commons*, a mixed-use affordable apartment complex, in Newpark at Kimball Junction. The group continued to work with the applicant on a conceptual site plan that includes mixed-income housing, retail, smaller-scale community oriented commercial spaces, a public plaza, and a transit center/bus stop.

On December 9, 2021, the applicant returned to Council to present their concept for proposed parcel 1B ([Work Session Staff Report](#), [Minutes](#)). Overall, the Council appeared to unanimously support the proposed change from a Film Studio Campus to a mixed-use development with a strong affordable/attainable housing component at an average of 80% of Area Median Income (AMI) and a Density consistent with the original MPD.

On February 3, 2022, the applicant received approval to subdivide the original parcel into two (2) legal Lots of record ([Ordinance 2022-06](#)). Lot 1A now consists of 8.622 acres and contains the existing Film Studio Campus. ***The applicant is not proposing any changes to this portion of the site and the existing MPD would still govern Lot 1A.*** See Figure 3 on next page.

Lot 1B consists of 20.464 acres and would contain the remaining Density to be developed with commercial and residential Uses. The applicant is seeking to amend the existing Annexation Ordinance and MPD for this portion of the site only.

On May 25, 2022, a Work Session was held to give the Planning Commission an overview of the proposed project, and identify issues that should be addressed by the applicant prior to a public hearing ([Staff Report](#), [Minutes](#)).

Staff requested input on several issues including:

1. If each proposed phase of construction should require a full CUP or could be considered under an Administrative CUP as the current MPD allows.
2. If the Film Studio could be considered the commercial anchor required by the RCO zone.
3. If the Trip Generation Analysis should be reviewed by a third-party engineer.
4. Whether the number of affordable units provided, and the proposed site plan justifies the proposed zone and MPD Amendments, as well as the proposed increase in Building Height.
5. If the Commission was ready to provide a positive recommendation on the Applicant's Housing Mitigation Plan to the City's Housing Authority.

In addition, the Planning Commission asked for clarity on the number of affordable units required and the phasing of these units, along with, more information on the total gross square footage of the project versus the approved Density, what the AMI and rents will be, clarification of the Building Heights and Setbacks, a list of allowed Uses

Figure 3: Approved Plat showing Lots 1A and 1B.



Analysis

Project Description and Proposed Phasing

The applicant is proposing a mixed-use project with approximately 60,000 square feet of commercial Uses, up to 100 market-rate for-sale residential units totaling 142,000 square feet, and 185 affordable for-rent residential units totaling 109,100 square feet. The project requires 42.3 Affordable Unit Equivalents (AUEs) which the applicant is proposing to deliver in Phase 1 in the form of 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1. In addition to the required affordable units, the applicant is proposing 120 "additional" affordable units that will be delivered partially in phase 1 (55 additional affordable units) and partially in Phase 4 or earlier (65 additional affordable units). The proposed bedroom mix and size of the affordable units is as follows:

Affordable Units	Number	Size	Square Feet
Studios	77	400	30,800
1 Bedrooms	63	600	37,800
2 Bedrooms	30	800	24,000
3 Bedrooms	15	1,100	16,500
Units	185		109,100

Phase 1 consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling 90,000 square feet. Each building is 3-stories with a proposed Building Height of 45 feet, exceeding the zone height of 28 feet. Both buildings contain 15,000 square feet of commercial space on the ground floors and 30,000 square feet of 80% AMI rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately 120 affordable housing units, including and exceeding the applicant's entire Affordable Housing Requirement with 65 required units and 55 additional affordable units. There are no market rate units in Phase 1.

Phase 2 consists of two commercial buildings totaling 30,000 square feet. Each building is 1-story with a Building Height of 28 feet, meeting the zone height. Each building contains 15,000 square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.

Phases 1 and 2 will utilize surface parking stalls and the Planning Department recommend a Condition of Approval that the applicant construct at least the required number of parking stalls for each Phase of Development prior to receiving any Certificates of Occupancy.

Phase 3 consists of 48 for sale market-rate townhomes in six clusters of eight units

totaling 72,000 square feet. Each unit is 2-stories totaling 1,500 square feet with a proposed building height of 25 feet, meeting the zone height, and contains 2-3 bedrooms. A single-car garage and access to surface parking are included with each townhome. ***The first two townhomes are located within the 150-foot Entry Corridor Protection Overlay (ECPO), which has a maximum Building Height of 20 feet. The applicant is seeking an exception to the Building Height for two townhomes to be 25 feet in Height where only 20 feet is allowed.*** There are no affordable units proposed for Phase 3.

Phase 4 consists of one market-rate building of 70,000 square feet. The building is 3-stories with a Building Height of 40 feet, exceeding the zone height, except for ***a small portion of the building located in the ECPO which will be restricted to a maximum Building Height of 25 feet.*** This building will contain a maximum of 52 for-sale market-rate units and 72 underground parking stalls for residents of the building.

The site plan also includes one additional 4-story, for-rent affordable housing building totaling 43,518 square feet to be built concurrent to the Phase 4 market-rate building or earlier. The building is 48 feet, exceeding the zone height and ***the balance of the “additional” affordable units, 65 units, will be constructed in this building. The Planning Department recommends a Condition of Approval that Certificates of Occupancy for the Phase 4 market-rate units be tied to the Certificates of Occupancy for the Phase 4 affordable housing units.***

Section 4.5 of the existing [MPD](#) expressly states that “Pursuant to the Annexation Agreement, no affordable housing is required for this MPD.” However, the recent Subdivision reviewed by the Planning Commission on January 12, 2022, and approved by Council on February 3, 2022 ([Ordinance 2022-06](#)), Condition of Approval 8, states ***“The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City’s current Affordable Housing Resolution shall apply.”*** The applicant is proposing to meet and exceed the City’s affordable housing requirements with this project. ***It is because the applicant is proposing to construct 185 affordable housing units that the Council was willing to conceptually support the proposed project.***

The proposed site plan for Lot 1B includes 311,100 square feet of total development. However, as affordable units that are required as part of an MPD approval do not count towards the calculated Density, the proposal totals 273,034 square feet, less than the remaining conditionally approved Density of 282,575 square feet. With the 91,425 square feet of Density built on the Film Studio portion of the site (Lot 1A) the entire project is 364,459 square feet, less than the 374,000 square feet the site was originally approved for. ***The Planning Department recommends a Condition of Approval include that no additional Density be built on Lot 1A and that Lot 1B is subject to a maximum Density of 311,100 square feet of total development, consistent with the site plan reviewed by the Planning Commission.***



Figure 4: Proposed Site Plan



Figure 5: Proposed Phasing Plan

Uses

Under the current MPD, the remaining 282,575 square feet of Density are all conditionally approved to commercial Uses as specifically identified in the Settlement Agreement and Annexation Agreement (see Page 3 of this Staff Report), including lodging, destination spa, store, offices, food services, etc. The applicant is now seeking to modify the Uses allowed under the CT-RCO zoning applicable to the MPD.

See LMC § [15-2.17-2](#) and § [15-2.23-2](#), Uses, for a complete list of Allowed and Conditional Uses in the CT and RCO Districts. Allowed Uses include Nightly Rentals, Home Occupation, Child Care, Private Recreation Facilities, and Food Trucks; however, some of these uses require a CUP. Conditional Uses include Multi-Unit Dwelling, Child Care Center, Hotel, Office and Medical Clinic, Retail and Service Commercial, Neighborhood Convenience, Restaurant and Bar, Parking or Garage, Recreation Facility, Entertainment.

The applicant is proposing to Amended the MPD to allow for potential commercial Uses including the Allowed and Conditional Uses listed in LMC § [15-2.17-2](#), and § [15-2.23-2](#).

LMC § [15-2.17-4](#), Criteria For Commercial Development, in the RCO zoning district, requires that each proposal must include one commercial anchor, a minimum of 30,000 square feet in size, and a maximum of 65,000 square feet. The Planning Department notes that none of the proposed buildings include commercial space greater than 30,000 square feet. ***At the May 25, 2022, Work Session the majority of the Commission indicated that they were comfortable allowing the Film Studio to serve as the commercial anchor for the site.***

Parking and Trip Generation

The applicant submitted a Parking Analysis from Fehr and Peers 's indicating the proposal requires approximately 649 parking stalls depending on the commercial Uses (Exhibit D).

The applicant is proposing 560 stalls, leaving an 89-stall deficit for the proposed commercial Uses, as the applicant is proposing to meet the parking requirements for the residential portion of the site.

The LMC [§ 15-3-6\(A\)](#), Parking Ratio Requirement for Residential Uses is detailed below, indicating that 343 stalls are required for the market-rate and affordable units, leaving 217 stalls available for the 60,000 square feet of commercial Uses.

Unit Type	Number	Parking Ratio	Parking Requirement
Market--rate units*	100	1.5	150
Affordable Units < 1,000 sf.	170	1	170
Affordable Units > 1,000 sf.	15	1.5	22.5
Total Residential Requirement	285		342.5

* All under 2,000 square feet

The LMC [§ 15-3-6\(B\)](#), Parking Ratio Requirement for Non-Residential Uses varies, depending on the intensity of the Use. For example, Office and Retail Uses require 3-5 spaces per 1,000 sf of leasable floor area. Shopping Centers or complexes of multi-tenant retail spaces require 3.5 spaces per 1,000 sf of leasable floor area. Restaurants require 1 space for every 100 sf of net leasable area. Child Care Centers require 1 per on-duty staff per shift and one per 6 children.

If the “Shopping Centers or complexes of multi-tenant retail spaces” ratio of 3.5 stalls per 1,000 square feet were applied to the 60,000 square feet of proposed commercial space the parking requirement would be 210 stalls. 210 commercial Use stalls plus 343 residential stalls equal 553 stalls. With 560 stalls proposed, the applicant would meet the parking requirements under this scenario.

However, if more intense Uses such as Restaurants, Medical Office, or Major Retail occupy some of the space, the parking requirement increases. The Fehr and Peers Parking Analysis proposes a potential breakdown of commercial Uses and Parking Requirements below, requiring 312 commercial Use parking stalls, which exceeds the available 217 commercial stalls. If the commercial Uses were granted a 30% parking reduction the 312-parking stall requirement becomes 219 stalls, just exceeding the 217 number of commercial parking stalls.

Use	1,000 sf	Parking Ratio	Parking Requirement
Restaurant	12	1 per 100 sf	120
General Office	6	3 per 1000 sf	18
Medical Office	6	5 per 1000 sf	30
Minor Retail	18	3 per 1000 sf	54
Major Retail	18	5 per 1000 sf	90
Total	60		312

LMC [§ 15-3-7](#), Parking in Master Planned Developments and Conditional Use Permits, allows the Planning Commission to reduce the initial parking requirement to prevent excess parking and paving, provided the applicant can prove that the proposed parking is adequate with a parking study. The parking study must analyze whether “parking uses will overlap, commercial spaces within the project will serve those residing within the project rather than the general public, or other factors that support the conclusion

that the project will generate less parking than the Code would otherwise require.”

The Parking Requirements for the commercial portion of the site vary with the Use, and the Planning Department recommends the applicant submit a shared parking analysis to help analyze a reasonable parking reduction for the commercial portion of the site, so the applicant does not need to amend the MPD as commercial Uses change over time. The Planning Department also recommends that all commercial Uses require an Administrative CUP to ensure that the parking reduction is not exceeded.

The applicant submitted a Trip Generation Memorandum also prepared by Fehr & Peers, which compares the trip generation of the proposed MPD to the Film Studio MPD, including 200 dwelling units and 60,000 square feet of Commercial Uses (Exhibit E). The resulting analysis shows that the proposed mixed-use project decreases daily trips by approximately 40% when compared to an all-commercial project (the remaining uses to be constructed under the current MPD). However, the Trip Generation Memorandum does not include the existing Film Studio trip generation and does not include 85 additional affordable housing units now proposed in the project. ***Prior to a vote on this project the applicant should revise the Trip Generation Memorandum to include the above information so that the Planning Department and Planning Commission can fully vet the applicant’s proposal.***

Should the Planning Commission choose to approve this project the Planning Department recommends a Condition of Approval that parking be phased to ensure that there will be sufficient parking for all uses at all times prior to project completion.

Affordable Housing Resolution Requirements

Park City Resolution [05-2021](#) is the City’s Affordable Housing Resolution currently in place, and requires that Developers provide affordable housing units in an amount of Affordable Unit Equivalents (AUEs) equal to 20% of the total Residential Unit Equivalents (RUEs) in the project. Required Affordable Housing Units developed on-site in fulfillment of this requirement are not included in the Density calculation for the MPD. For Commercial Development, the Developer is required to mitigate 20% of the employees generated, according to formulas in Table 1, Resolution 05-21.

The applicant submitted a Draft housing Mitigation Plan, calculating the Unit Equivalents required for the Residential and Commercial portions of the project (Exhibit F). The applicant’s Draft Housing Mitigation Plan notes the applicant is proposing 141,000 square feet of market-rate residential development, or 70.5 RUEs.

70.5 RUEs multiplied by the residential mitigation rate of .2 equals 14.1 AUEs required. Pursuant to the Affordable Housing Resolution, one AUE = 900 square feet. Therefore, the applicant is required to provide 12,690 net square feet of AUEs to mitigate the market rate housing.

Studio Crossings Residential Density					
Market Rate SQFT	REU	AUE	Net Livable Space		
141,000	70.5	14.1	12,690		
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Studio Crossing Assumed Use Based on Newpark Retail Mix					
Use	FT	Use Mix	SQFT	Employees	Net Livable Space
Commercial Retail	3.3	73.4%	44,028	145.3	
Medical	2.9	8.7%	5,219	15.1	
Personal Services	1.3	6.1%	3,640	4.7	
Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.4	
Mitigation Rate X 0.2				42.3	
AUEs / 1.5				28.2	25,367.44
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Total Affordable Housing Obligation					
Net Livable Space	AUE				
38,057.44	42.29				

Table from the Applicant's Draft Housing Mitigation Plan

For the 60,000 square feet of commercial Uses, the project is estimated to generate 211.44 employees.

211.4 employees multiplied by the mitigation rate of .2 equals 42.3 employees.

42.3 employees divided by 1.5 workers per household equals 28.2 AUEs required. Therefore, the applicant is required to provide 25,368 net square feet of livable space for the proposed commercial Density.

The applicant, therefore, has a total Affordable Housing Obligation of 42.3 AUEs or 38,058 square feet. If the project numbers change, the Affordable Housing Obligation must be adjusted accordingly.

The applicant is proposing to construct all 65 units or 42.3 AUEs (38,058 square feet) of Affordable Housing in Phase 1, as part of its proposal to amend the 2012 MPD, meeting the City's current Affordable Housing Resolution, as follows.

Type	Units	Size	Total	
Studios	27	400	10,800	
1 Bedroom	23	600	13,800	
2 Bedrooms	10	800	8,000	
3 Bedrooms	5	1,100	5,500	
Units	65		38,100	
		@ 900 SF	42.3	AUEs

Additional Affordable Housing Units

In addition to meeting the City's Affordable housing Obligation in Phase 1, the applicant is proposing to construct an "additional" 55 affordable housing units in Phase 1, and 65 more "additional" units as part of Phase 4, for a total of 120 "additional" affordable housing Units or 78.8 AUEs as follows:

Type	Units	Size	Total	
Studios	50	400	20,000	
1 Bedroom	40	600	24,000	
2 Bedrooms	20	800	16,000	
3 Bedrooms	10	1,100	11,000	
Units	120		71,000	
		@ 900 SF	78.8	AUEs

As noted earlier, the Planning Department recommends a Condition of Approval that Certificates of Occupancy for the Phase 4 market-rate units are tied to the Certificates of Occupancy of the additional 120 affordable units.

Eligibility and Pricing

The applicant is proposing that all the affordable units, both the 65 required and the 120 "additional" affordable units, will be rental units available at 80% AMI. The 2021 Park City [Housing Needs Assessment](#) indicates an extreme shortage of long-term rental inventory, and the City has set a goal of developing 600 new units by 2026. ***The applicant's proposed 185 units would contribute significantly to the City's affordable housing needs and goals.*** With a proposed bus stop and connections to existing trails, the proposed site appears to be a good location for affordable housing units. The Planning Department notes that the adjacent Park City Heights contains 79 affordable housing units, and the recently annexed Clark Ranch property may include additional affordable units in the immediate vicinity in the future.

The applicant has agreed to a Condition of Approval that all 65 of the required affordable housing units will be deed-restricted, will meet the City's current Affordable Housing Resolution, and will be built in the first phase of construction.

A qualified third-party professional property management company will manage the rental of the units. Rental rates will be priced affordable to households with incomes ranging up to 80% of Summit County AMI, consistent with Resolution 05-21. The Planning Department recommends these commitments also be included in Conditions of Approval.

The applicant has stated that initially, the applicant shall use a geographic waterfall approach in selecting from applicants in the following priority:

1. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including but not limited to employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, Summit Pediatrics, etc.
2. Qualifying applicants employed within Park City boundaries.
3. Qualifying applicants employed within the Park City School District boundaries.
4. Qualifying applicants employed within Summit County (additional affordable units only).

The applicant has stated that the "additional" 120 affordable units will be available to eligible households at up to 120% of Summit County AMI. However, all rental rates charged will be at 80% of AMI, regardless of the AMI of individual households, meeting the City's definition of affordable. All gross rental rates will include any Homeowner Association fees or assessments that may be charged against the units, and this will be a Condition of Approval.

Amenities available to residents of the affordable units include a sheltered bus stop, e-bike station, community plaza, sports court, protected bike storage, outdoor dining, electric car charging station, green and dog-friendly space, and an internal pedestrian and bike trail system with connections to the broader Park City trail system.

At the May 25, 2022, Work Session some Commissioners requested the applicant seek to broaden the AMI served by the development as there is a significant need for units below 80% AMI. The applicant has indicated that they have looked at this concern but are not able to make the financials of the project work at a lower AMI.

Housing Needs Assessment/General Plan Consistency

The need for affordable housing is underscored by Park City's population and employment statistics. According to the 2021 [Housing Needs Assessment](#), Park City is the only city in Utah where the number of jobs (11,000) outnumbers the population (8,500), requiring extraordinary levels of commuting by relatively low-wage workers. The lack of affordable housing contributes to the local labor shortage, the high cost of local services, reduced air quality, and traffic congestion at peak hours.

Goal 7 in Park City's General Plan addresses the need to create a diversity of primary housing opportunities. "By creating a mix of housing stock at varying price ranges, sizes, and designs, residents will have local options, whether they are seasonal workers, young professionals, families, empty nesters, or retirees." Varying price ranges are essential if the city is to meet its goal of 15% of workforce housing needs.

The applicant's proposal to provide 185 affordable units would meet the demand of approximately 2.3% of the more than 8,000 out-of-county workers commuting daily to Park City, bringing the City's affordable housing inventory up to approximately 8.3% of the workforce.

Building Height

The maximum Building Height in the CT zone is 28 feet with additional Height and Setback restrictions for the [ECPO](#). The RCO allows for the **City Council** to grant a height exception upon recommendation from the Planning Commission. The standards for review of any height exception include the following:

1. The visual impacts of the Structure on existing Structures.
2. Potential shadows, loss of solar Access, air circulation, view corridors, or ridge line intrusion.
3. Traffic, circulation, and adjacent Open Space.
4. Compatibility of the proposed Building with adjacent Buildings.
5. Landscaping, buffer Areas, and other physical separations to mitigate and buffer the Building from adjacent Uses.
6. The Side Yard between Building(s), adjacent Streets, and alleys and their relationship to pedestrian traffic and Open Space.
7. Provision of more than the required sixty percent (60%) Transferred Development Right (TDR) Open Space within the project.
8. Reduction of the height of other Buildings or portions of a Building to a point that is lower than the underlying Zone Height.
9. Provision of exemplary architecture, high-quality materials and finishes, and in general, a superior plan and project results.
10. No net increase in the allowable square footage or Building volume above Grade over what is possible under the Zone Height.

MPDs also allow for the Planning Commission to consider an increase in Building Height based on a Site-specific analysis. The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made, according to Subsections (1) through (5) below. To grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;
2. Buildings have been positioned to minimize visual impacts on adjacent

Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site-specific analysis;

3. There is adequate Landscaping and buffering from adjacent Properties and Uses;
4. Increased Setbacks and separations from adjacent projects are proposed;
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;
6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.

If and when the Planning Commission grants additional Building Height based on a Site-specific analysis, the approved additional Building Height shall only apply to the specific plans reviewed and approved by the Planning Commission. Additional Building Height shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development that includes a Building with an additional Height allowance.

Section 2.5(e) of the [Annexation Agreement](#) specifically discusses Building Height for ***the existing MPD and allows for Building Height exceptions*** including:

- The maximum building height of 50 feet for sound stages, or a maximum height not to exceed 60 feet in Pad 7 of the site plan in the event a major, long-term film production contract necessitates the full studio height. (Pad 7)
- Non-Sound stage buildings:
 - No more than 70% of the remaining buildings on the campus are between 36-40 feet in height.
 - Remaining buildings on the campus are not greater than 28 feet in height (the CT Zone height limit).
 - No building shall be greater than 28 feet in height unless located more than 150 feet from the centerline of a public roadway.
 - Smaller buildings are massed and/or placed strategically to break up the volumes of the Sound Stage Buildings. This “stepping” will mitigate the appearance of the vertical façade of the taller buildings.

Proposed Building Heights range from 25 feet to 48 feet, with most of the taller buildings located in the center or rear (east side) of the site. One exception to this is the market-rate Multi-Unit Dwelling located adjacent to SR-248, which is proposed at 40 feet in Height, although the portion of this building that is located within the 200-foot EOPC Setback is 25 feet, meeting the EOPC Building Height Requirement. ***The proposed townhomes meet the Building Height requirements except for the two units closest to SR-248, for which the applicant is seeking a Building Height exception from the EOPC requirements.***

Although the project is amending the existing MPD and is not filing as an Affordable Master Planned Development (AMPD) because the proposed amount of commercial space in the project exceeds what the Code allows, the AMPD code allows non-perimeter buildings to be up to forty-five feet (45') in height from Existing Grade when certain criteria are met. ***The applicant's proposed Maximum Building Height is 48 feet for the tallest building at the back of the site, marginally exceeding the AMPD Maximum Building Height of 45 feet but requiring the City Council to grant Building Height Exceptions from the CT-RCO 28-foot zone Height for four of the proposed Multi-Unit Dwellings plus two townhomes, upon recommendation from the Planning Commission.***

The Planning Department finds that the proposed Building Height Exceptions are consistent with the Film Studio MPD Building Height Exceptions and meet the standards for review of the CT-RCO zone included above.

At the May 25, 2022, Work Session the majority of the Commission indicated that they were comfortable with the proposed Building Heights Exceptions.

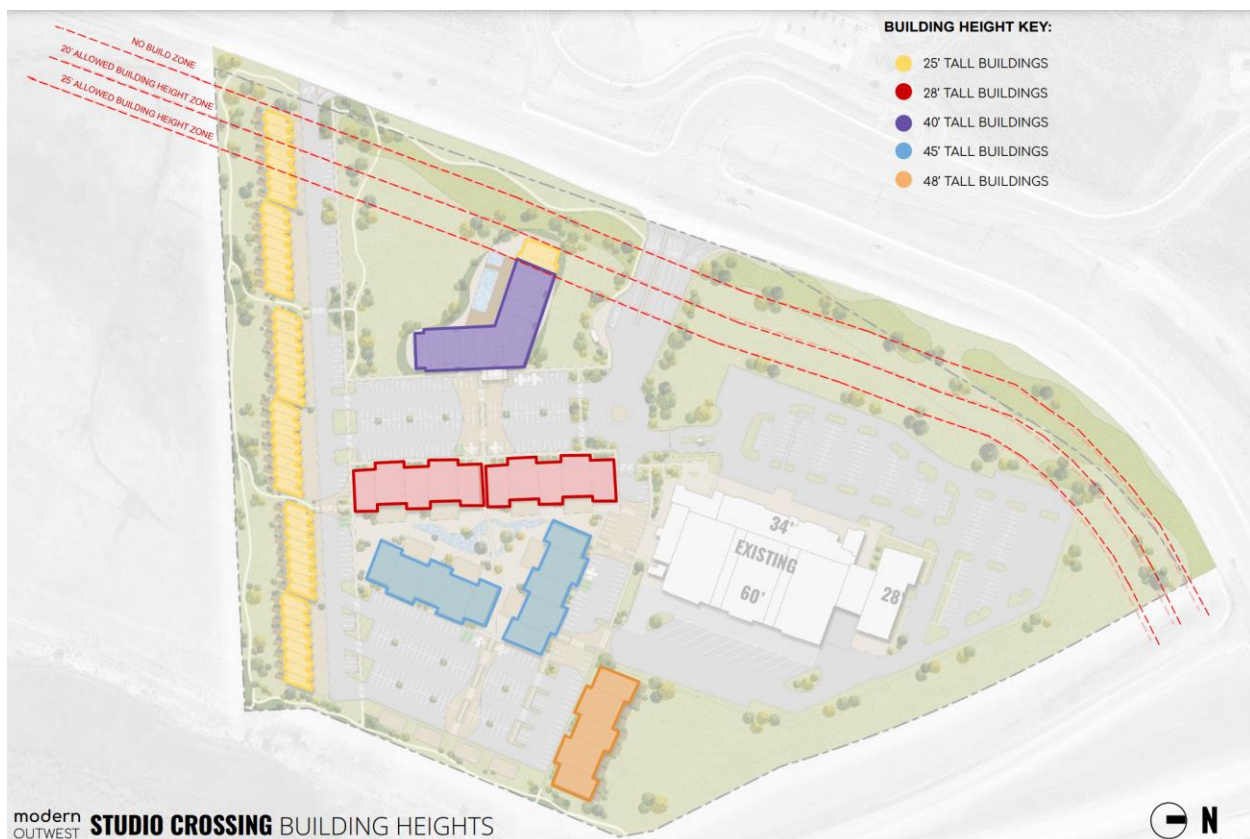


Figure 6: Applicant's Site Plan with Building Heights.

Open Space

MPDs require a minimum of 60% Open Space. However, ***the existing MPD has no minimum Open Space requirement per the Annexation Agreement.***

The applicant's conceptual site plans include an Open Space Analysis indicating that the original MPD would have had 39.3% Open Space, and the proposed site plan will have 54.7% Open Space, and therefore increases the amount of Open Space on the overall site.

Sensitive Land Overlay

Although this site is located in the SLO, neither the Ordinance, Annexation, or MPD discuss this or impose specific restrictions or conditions. The Planning Commission should consider if they will need additional Visual Assessment images from any of the Vantage Points listed in the SLO (Osguthorpe/McPolin Barn, Treasure Mountain Middle School, Intersection of Main Street and Heber Avenue, Park City Ski Area Base, Snow Park Lodge, Park City Golf Course Clubhouse, Park Meadows Golf Course Clubhouse, Utah Highway 248 at the turn-out one quarter mile west from U.S. Highway 40, Highway 224, 2 mile south of the intersection with Kilby Road).

The site contains no significant slopes, ridge lines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps. Although there is some evidence of wildlife crossings from the south to the north across SR-248 in the general area, there is significant open space surrounding the project site and the Planning Department does not have significant concerns that the proposed project will materially impact wildlife. ***The Planning Commission may require the applicant to complete a study analyzing any impacts to wildlife habitat and crossings if there are concerns.***

Sustainability

When reviewing an MPD, the Planning Commission must be able to make the findings listed in LMC § [15-6-6](#), including that the project "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." ***The applicant should review and address these criteria at the public hearing.***

Secondary Egress onto SR-248

At the May 25, 2022, Work Session the Commission expressed concerns with the secondary entrance to/from SR-248. The applicant is aware that they must seek UDOT approval for this access and has proposed a "pork-chop" style island and signage that will limit turns to right in and right out only, from this secondary access point. As the primary access is signalized, it is not anticipated that patrons to the site other than residents will choose to use this access as it is less convenient and requires driving through the parking area. The original MPD includes a secondary access onto RS-248 in approximately the same area.

Pedestrian and Bike Trails

The applicant's conceptual site plans include a pedestrian and bike plan and show a connection to the City's Trail System.

Transit

The applicant has revised the location of the bus pick-up and drop-off area to minimize conflicts with other vehicles and has created a dedicated area out of traffic for the bus stop. The bus stop includes a shelter and adjacent e-bike station.

80% AMI and Rents

The applicant has included information on the 2022 Summit County 80% AMI and Rents in their submittal.

Nightly Rentals

At the May 25, 2022, Work Session the Commission expressed concerns with the applicant's interest in allowing nightly rentals in the for-sale condominium units. Nightly rentals are not allowed in the CT Zoning District but are allowed under the RCO District. The applicant has indicated that the ability for nightly rentals in the market-rate units directly contributes to the number of additional affordable housing units the applicant is able to provide. ***At the Public Hearing the Planning Commission should consider whether the "additional" 120 affordable units sufficiently offset concerns regarding nightly rental allowances in the market-rate units.***

Project Summary

The applicant is proposing to amend the Quinn's Junction Partnership Annexation [MPD](#), to allow for additional Uses including 185 affordable housing units at 80% AMI, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only. Lot 1A will remain subject to the original Annexation, Zoning and MPD Agreement.

The applicant is also proposing to amend the the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#), to allow for a mixed-use affordable housing development. The existing zoning would be maintained but the amended MPD would allow for a broader set of commercial Uses as well as affordable housing on future Lot 1B.

Additional Issues

In addition to the above, the Planning Department notes the following:

1. The Planning Commission must make a recommendation to City Council on the requested exceptions to Building Height.
2. The applicant must seek approval of their Housing Mitigation Plan from the City's Housing Authority.
3. The applicant will need UDOT approval for the second access which will be limited to right turns in and out only.
4. If the Planning Commission and City Council choose to approve the project and Building Heights a Development Agreement will be drafted for ratification by the Planning Commission.
5. The subject property is currently serviced by Summit Water Distribution Co. A Condition of Approval shall indicate that prior to the Planning Commission's

ratification of the Development Agreement, the applicant shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC [§ 15-7.3-6](#), Water Facilities, confirming that 1) Summit Water has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the applicant to submit responsive information regarding LMC 15-7.3-6.

Exhibits

- Exhibit A: MPD Approved Site Plan
- Exhibit B: Applicant's Project Narrative
- Exhibit C: Applicant's Conceptual Site Plans
- Exhibit D: Applicant's Parking Analysis
- Exhibit E: Applicant's Trip Generation Analysis
- Exhibit F: Applicant's Draft Housing Mitigation Plan
- Exhibit G: Letter of Support from the City's Housing Team

Exhibit A: MPD Approved Site Plan



PROJECT DESCRIPTION

The Applicant seeks to modify the Development Agreement for the Quinn's Junction Partnership Annexation Master Plan Development Park City, Summit County, Utah (the "Development Agreement") governing the development of the property at 4001 Kearns Blvd., in Park City, Utah (the "Property"). The intention is to allow additional conditional uses under the RCO zone and to modify the number, heights, and footprints of the remaining buildings. Currently, there are 283,000 square feet of remaining density to be built at the Property. The proposed plan will result in a more community-focused mixed-use development with affordable housing, market-rate senior-focused housing, small-scale retail such as grocery and restaurants, and offices for local residents.

USE CHANGES

Under the current Development Agreement, the remaining 283,000 square feet of density to be built at the Property are all entitled with "commercial uses." See Development Agreement, at 1. These commercial uses were specifically identified and described in a Settlement Agreement and Annexation Agreement that were included as attachments and expressly incorporated in the Development Agreement. These commercial uses include: "Recreation, International Film School, Commercial Support Retail, Entertainment Center, Hotel/Lodging, Motion Picture Media Campus, Sound Stages/Studios, and Event Center." The majority of these uses are not allowed or conditional uses in the CT Zone. Instead, under the Development Agreement, the City applied a Regional Commercial Overlay (RCO) zone specific to the Property. Under the RCO Zoning, the commercial uses identified above are either allowed or conditional uses.

In order to build a project in harmony with the surrounding area that meets the needs, goals, and objectives of the City, the Applicant is seeking to modify the uses allowed under the RCO zoning applicable to the Development Agreement. Specifically, the Applicant is seeking to drop the Hotel/Lodging use in favor of a Multi-Unit Dwelling. The Applicant's intention is to build a mix-use development with a strong Multi-Unit Dwelling and affordable housing component.

Under the Development Agreement, the original developer and the City agreed that "pursuant to the Annexation Agreement, no affordable housing is required for this MPD." In light of the severe affordable housing shortage, Park City is experiencing, the Applicant would like to rectify this deficiency in the current Development Agreement. The Applicant is open to input from the City as to the number and mix of affordable housing units that should ideally be constructed to meet Park City's current needs. That

said, the Applicant has spoken with a number of stakeholders and major employers in the Park City area to solicit input on the type and mix of affordable housing units that will best serve the area. The Applicant is not requesting additional density. Rather, the Applicant is proposing to convert existing commercial density to residential affordable housing density and meeting the Affordable Housing requirement imposed under the plat by constructing an additional 36,000 square feet of affordable housing consistent with Park City Code and the Housing resolution.

The Development Agreement also includes several types of commercial uses that are not defined in the Park City Code. The Applicant proposes that through this modification of the Development Agreement, those terms be updated to apply similar uses included in the Allowed and Conditional uses identified in the Park City Land Management Code as applying in the RCO zone. For example, rather than the term “Village Venues/Offices,” the Applicant proposes that “Office and Clinic, Medical” and “Office General” apply. See LMC 15-2.17-2.

HEIGHTS AND SITING

The Applicant seeks to modify the number, siting, and footprint of the remaining buildings to be constructed on the Property. The Applicant’s purpose is to reduce the impact of the remaining buildings on the surrounding area and to update the site plan with the changing needs of the community in light of the use change from Commercial/Hotel/Lodging to Multi-Unit Dwelling.

Specifically, the Applicant proposes to eliminate 4 buildings bringing the total number of remaining buildings to be built to 6. The Applicant is also requesting to site the buildings further back from the main entry corridor of Highway 248, to allow for the maximum buffer and view corridor. The original Development Agreement specifically waived any “open space, setbacks or affordable housing requirements.” Annexation Agreement, at 3. But the Applicant feels that maximizing open space and setbacks is in the best interest of the Property and the community.

The Development Agreement also provided that “[n]o more than 70% of the remaining buildings on the campus are between 36-40 feet.” Annexation Agreement, at 4. Meaning that at least 30% of the remaining buildings are required to be 28 feet in height, the height limit imposed by the CT Zone. See *id.* The Applicant is requesting that this requirement be modified so that the remaining buildings can all be constructed at 48-50 feet of maximum height. This will allow the Applicant to reduce the number of buildings to be built, resulting in open space and set back improvements.

PARKING

The existing parking from the Development Agreement of 466 stalls will remain, with 56 stalls from the film studio being dedicated and re-located to this development.

Community amenities abound, including a transit hub, outdoor seating/dining, a trail loop with parklets, multi-purpose courts, and open space surrounding a new wildflower field as a community-oriented development meeting the requirements of development in this area.

The development boasts not only amenities, transit-oriented development, and right-scaled community-focused affordable housing, but also creates a larger open space than the original Master Planned Development. We believe that this mixed-use project will be a great opportunity to provide a destination in Quinn's Junction to reduce the traffic within the immediate context and greater community.

CODE

In accordance with Section 15-2.17-4 Criteria For Commercial Development Option, the development complies with each minimum standard:

*A. The minimum Lot size is five (5) acres. Each proposal must include one commercial anchor, a minimum of 30,000 square feet in size, and a maximum of 65,000 square feet. **The lot size is over five acres, at 29.55 acres. The commercial anchor is between 30,000 SF - 65,000 SF at 60,000 SF of commercial anchor.***

B. The Planning Commission may approve, disapprove, or approve with modifications a request for an increase in the allowable Building Height of some or all of the Buildings in the Development by up to twenty-five percent (25%) of the Zone Height of the underlying zone. The City Council may grant a height exception upon recommendation from the Planning Commission. Standards for review of any height exception Areas follows

- 1. The visual impacts of the Structure on existing Structures.*
- 2. Potential shadows, loss of solar Access, air circulation, view corridors, or ridgeline intrusion.*
- 3. Traffic, circulation, and adjacent Open Space.*
- 4. Compatibility of the proposed Building with adjacent Buildings.*
- 5. Landscaping, buffer Areas, and other physical separations to mitigate and buffer the Building from adjacent Uses.*

6. *The Side Yard between Building(s), adjacent Streets, and alleys and their relationship to pedestrian traffic and Open Space.*
7. *Provision of more than the required sixty percent (60%) Transferred Development Right (TDR) Open Space within the project.*
8. *Reduction of the height of other Buildings or portions of a building to a point that is lower than the underlying Zone Height.*
9. *Provision of exemplary architecture, high-quality materials and finishes, and in general, a superior plan and project results.*
10. *No net increase in the allowable square footage or Building volume above Grade over what is possible under the Zone Height.*

The building heights are as follows: nine buildings at 28', two buildings at 45', and one building at 40'. Each building's height is in accordance with the allowable building height.

C. An anchor of at least 30,000 square feet is required to be built first. During Phase 01, two buildings each at 45,000 square feet will be built. A total of 90,000 square feet will be built at first.

D. Good internal circulation with limited Access to arterial Streets. The development features exceptional internal circulation. All aspects of the site are connected with continuous roads, sidewalks, and community plazas.

E. Buffering the Frontage Protection Zone with extensive landscaping and berms. The development features extensive landscaping and berms. The applicant has worked to develop a proposed landscaping plan with native trees, shrubs, and plants in order to create a site that includes extensive landscaping.

F. Screened parking. Portions of surface parking lots are along the edge of a sidewalk, the parking lots are properly screened with landscaping. Each area of parking contains island end caps or centrally located trees in order to maintain screened parking throughout the site.

G. An extensively landscaped buffer is required between commercial Development and adjacent Residential Uses. The Planning Commission may determine the size of the buffer depending on proposed Uses and proposed buffer design. The Planning Commission may require the buffer be constructed and landscaped prior to the remainder of the construction. An extensively landscaped buffer is to be provided between commercial development and

adjacent residential uses. The applicant has worked to develop a proposed landscaping plan with native trees, shrubs, and plants in order to create a site that includes extensive landscaping.

H. Compliance with all requirements of LMC Chapter 6, Master Planned Development (MPD) review process and criteria. The development complies with all requirements of LMC Chapter 6, Master Planned Development (MPD) review process and criteria.

I. Architecture that is consistent with the Park City Architectural Design Guidelines in LMC Chapter 15-5 and is Compatible with the community and neighborhood. The applicant will work diligently with the design staff to ensure the architecture is consistent with the Park City Architectural Design Guidelines in LMC Chapter 15-5 and is compatible with the community and neighborhood.

J. Submission of a sign plan at the time of Master Planned Development Application in accordance with the City Sign Code, Title 12. The applicant will work diligently with planning staff to ensure a sign plan is provided during the application process.

K. The Site plan for the Master Planned Development must take into consideration significant natural features such as existing vegetation, wetlands, Stream channels, and ridgelines. Development must occur outside of these sensitive Areas. The Site Plan for the Master Planned Development takes into consideration significant natural features. The first 150 feet off of SR248 meets the entry corridor protection regulations. The development does not occur within a marked sensitive area.

L. Submission of a lighting plan at the time of Master Planned Development Application in accordance with LMC Chapter 15-3. The applicant will work diligently with planning staff to ensure a lighting plan is provided during the application process.

M. Enhanced pedestrian and bicycle circulation. The development features enhance pedestrian and bicycle circulation.

N. Enhanced public plazas and Open Space Areas. The development features enhanced public plazas and open space areas.

O. Fully Screened service and delivery areas. Fully Screened dumpster locations. No service, delivery, or dumpster activities shall occur adjacent to Residential Uses.

PARKING REQUIREMENTS (ALSO ON THE ARCHITECTURAL SITEPLAN DRAWINGS)

SQ FOOTAGE	TYPE	REQUIREMENTS	COMMENT	TOTAL
189,550.00	MultiFamily	Apartment/ Condominium not greater than 1,000 sf floor Area	700 SF Average Dwelling Unit	271
33,450.00	Accessory Corridors	Zero Parking requirements		0
30,000.00	Office and Clinic	3 spaces per 1,000 sf of leasable floor Area		90
30,000.00	Retail	3.5 spaces per 1,000 sf of leasable floor Area, excluding corridors and service Areas not related to individual tenant retail spaces		105
			TOTAL	466
SQ FOOTAGE	TYPE	REQUIREMENTS	COMMENT	TOTAL
Existing	Existing	Per development agreement as originally planned for the remainder of site development		410 total
Existing	Existing	Moving parking stalls from greater Film Studio area outside fencing		56 stalls

			TOTAL	466
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PREVIOUS AGREEMENTS

Existing MPD Agreement – Exhibit attached

EXISTING ZONING AND NEW REQUESTS

Community Transition Zone – RCO Overlay from Existing MPD.

LANDOWNERS WITHIN 300' OF THE PROPOSED DEVELOPMENT:

PARK CITY MUNICIPAL CORPORATION, PO BOX 1480, PARK CITY, UT 84060-1480

UTAH DEPARTMENT OF TRANSPORTATION, 4501 CONSTITUTION BLVD, SALT LAKE CITY, 84119-5977

UNITED STATES OF AMERICA/INTERIOR DEPT, 125 S STATE ST, SALT LAKE CITY, UT 84138-1102



WELCOME HOME AT STUDIO CROSSING



The project site plan WILL COMPLY with the following guidelines:

- A. complies with all requirements of the Land Management Code;
- B. meets the minimum requirements of Section 15-6-5;
- C. provides the highest value of Open Space, as determined by the Planning Commission;
- D. strengthens and enhances the resort character of Park City;
- E. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
- F. 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;
- G. provides amenities to the community so that there is no net loss of community amenities;
- H. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
- I. 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;
- J. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
- K. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
- L. *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;*
- M. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
- N. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
- O. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
- P. addresses and mitigates traffic.

BUILDING LEGEND:

- 01** 3-STORY MARKET RATE CONDOS WITH UNDERGROUND PARKING

02 TRANSIT STOP & E-BIKE PARKING BUS STOP AND PICKUP CENTER

03 COMMUNITY FOCUSED COMMERCIAL 1-STORY

04 COMMUNITY POCKET PARKS

05 80% AMI AFFORDABLE HOUSING 3 STORY WITH COMMERCIAL

06 COMMUNITY PLAZA FEATURE AND DINING AREAS

07 E-BIKE DOCKING STATION
- 08** HISTORIC RAIL TRAIL PLANNED CONNECTION ALREADY PAID

09 80% AMI AFFORDABLE HOUSING 4 STORY ALL HOUSING

10 RESIDENT USE AMENITY MULTI-USE SPORTS COURT

11 MARKET RATE TOWNHOMES 2-STORY WITH GARAGE

12 CAMPUS RESIDENT USE GREEN OPEN SPACE WITH TRAILS

13 ELECTRIC CAR CHARGING STATIONS

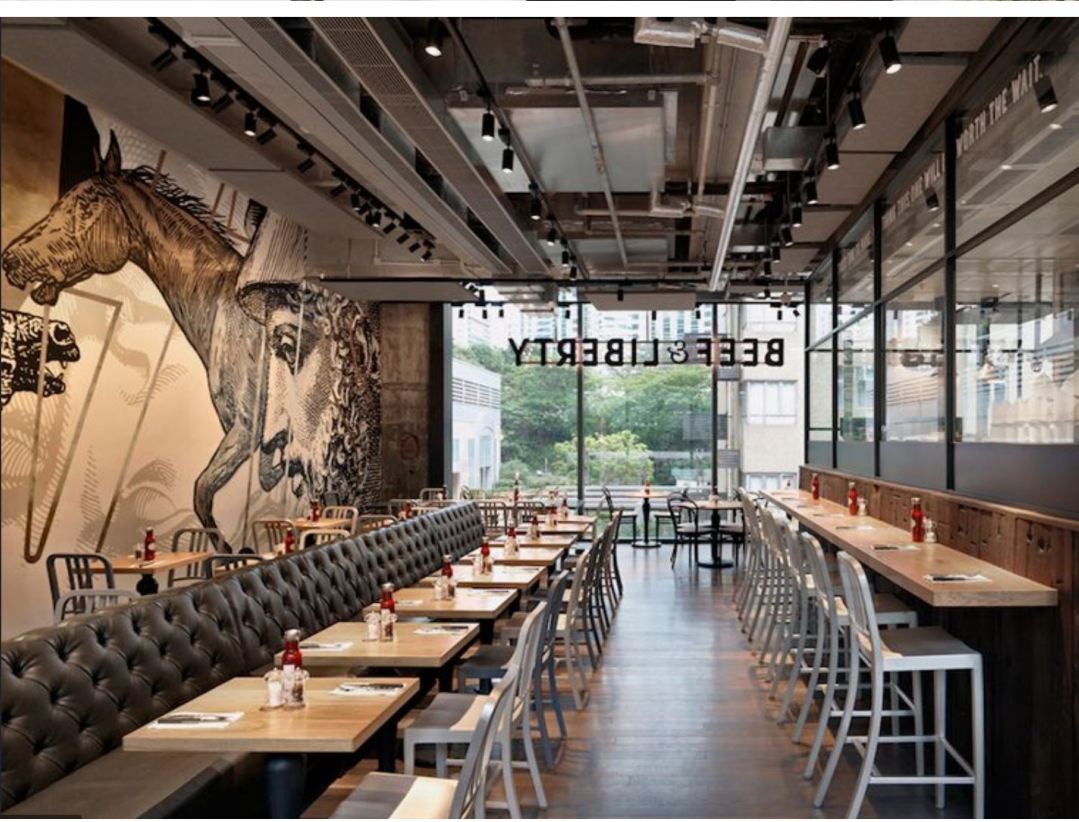
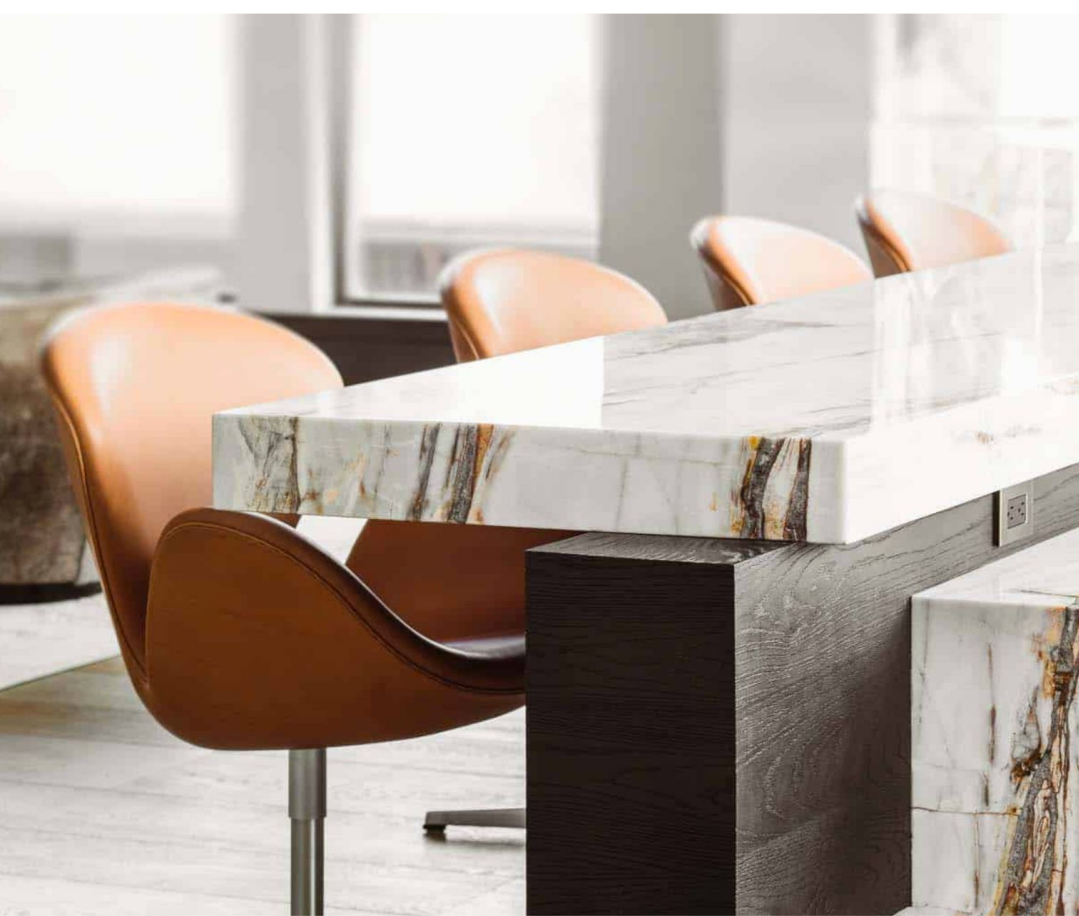






PHASE 01: MIXED USE AFFORDABLE HOUSING





PHASE INFORMATION FOR 2 BUILDINGS:

BUILDING 01:

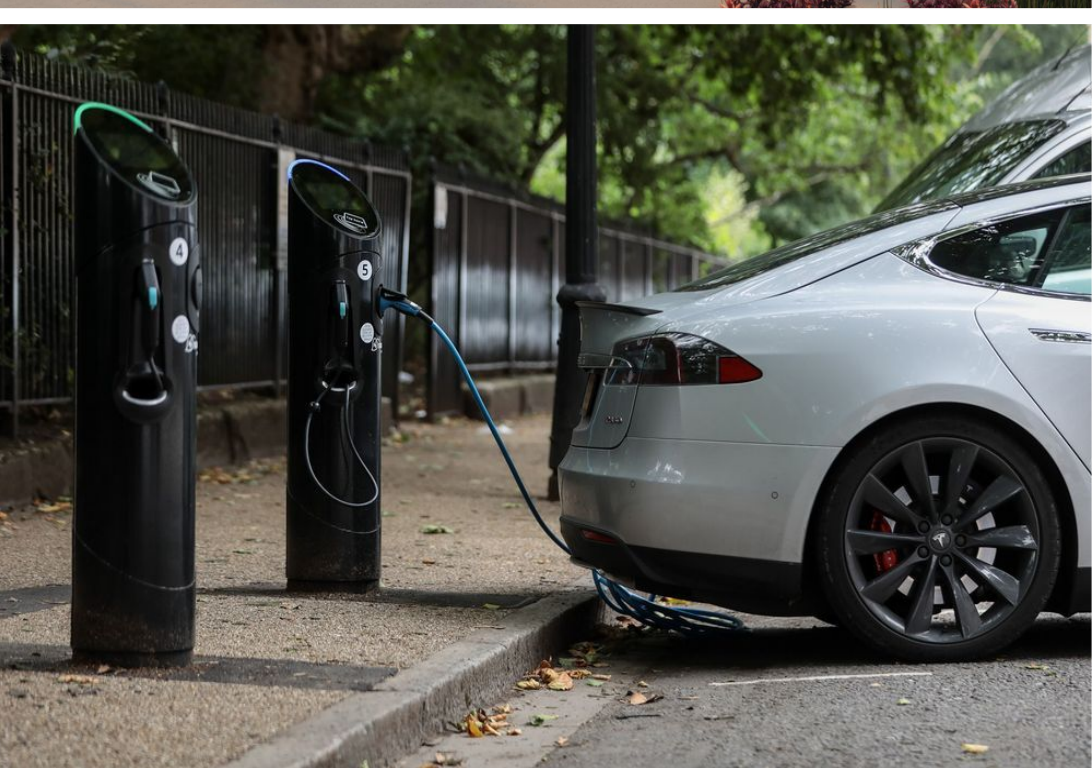
- LEVEL 01: RETAIL
- LEVEL 02: 80% AMI HOUSING
- LEVEL 03: 80% AMI HOUSING

BUILDING 02:

- LEVEL 01: RETAIL
- LEVEL 02: 80% AMI HOUSING
- LEVEL 03: 80% AMI HOUSING

- EACH STORY 15' TALL = 45' TOTAL HEIGHT
- 45,000 SF X 2 BUILDINGS = 90,000 SF TOTAL





PHASE INFORMATION FOR 1 BUILDING:

- BUS SHELTER
- 15' TALL
- FOCUS ON BUS PICKUP
- E-BIKE PICKUP AREA





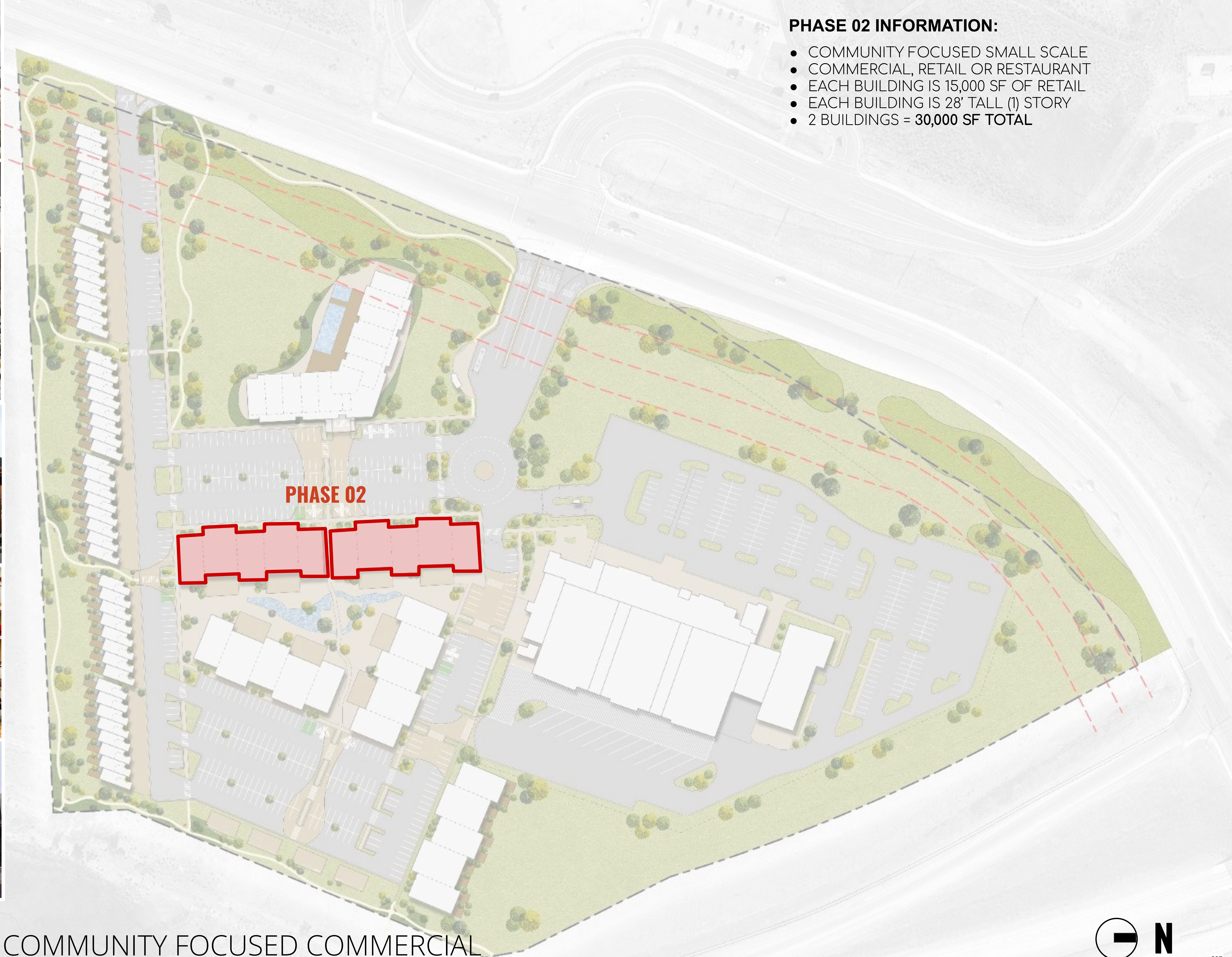
PHASE 02: COMMUNITY FOCUSED COMMERCIAL





PHASE 02 INFORMATION:

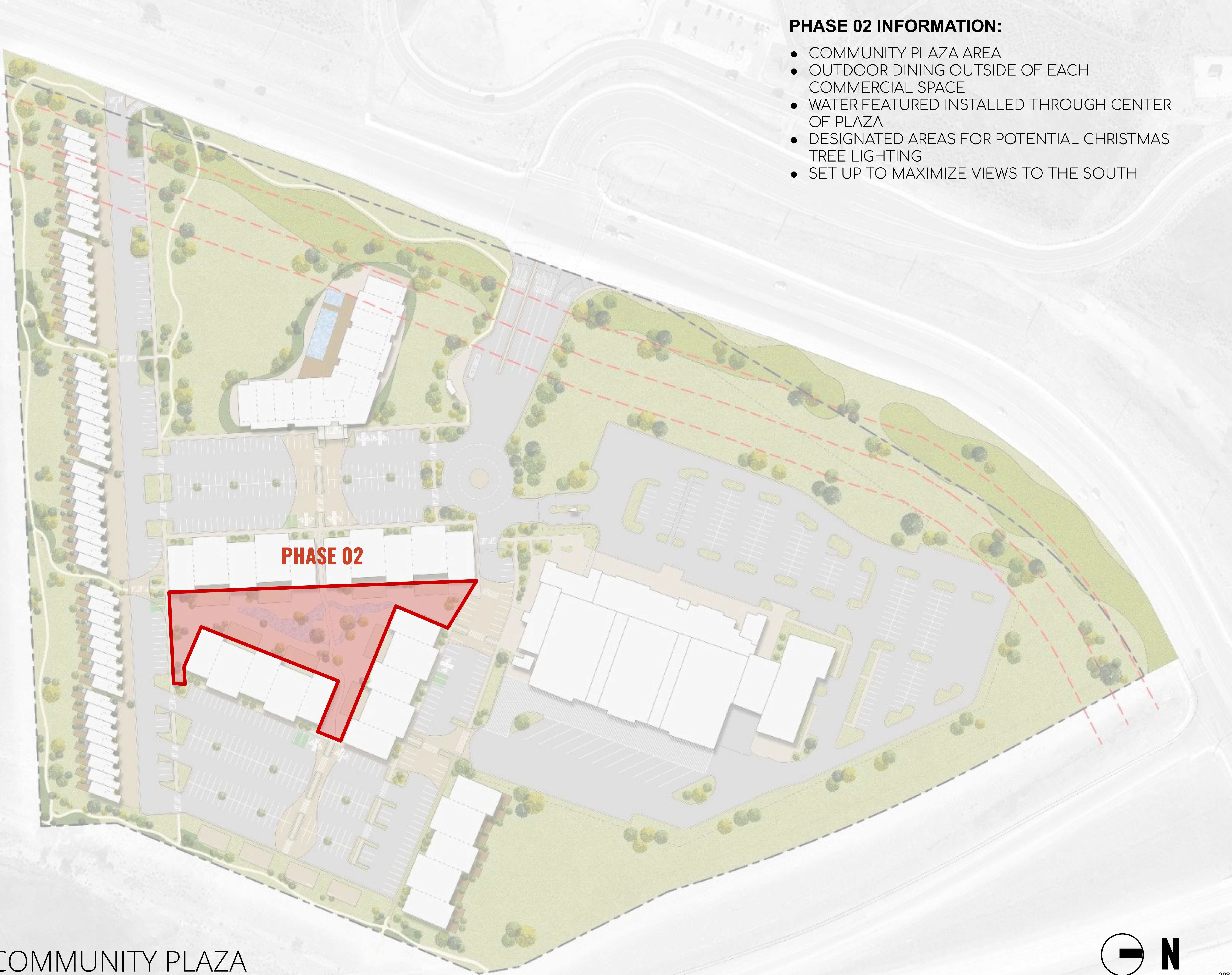
- COMMUNITY FOCUSED SMALL SCALE
- COMMERCIAL, RETAIL OR RESTAURANT
- EACH BUILDING IS 15,000 SF OF RETAIL
- EACH BUILDING IS 28' TALL (1) STORY
- 2 BUILDINGS = 30,000 SF TOTAL





PHASE 02 INFORMATION:

- COMMUNITY PLAZA AREA
- OUTDOOR DINING OUTSIDE OF EACH COMMERCIAL SPACE
- WATER FEATURED INSTALLED THROUGH CENTER OF PLAZA
- DESIGNATED AREAS FOR POTENTIAL CHRISTMAS TREE LIGHTING
- SET UP TO MAXIMIZE VIEWS TO THE SOUTH





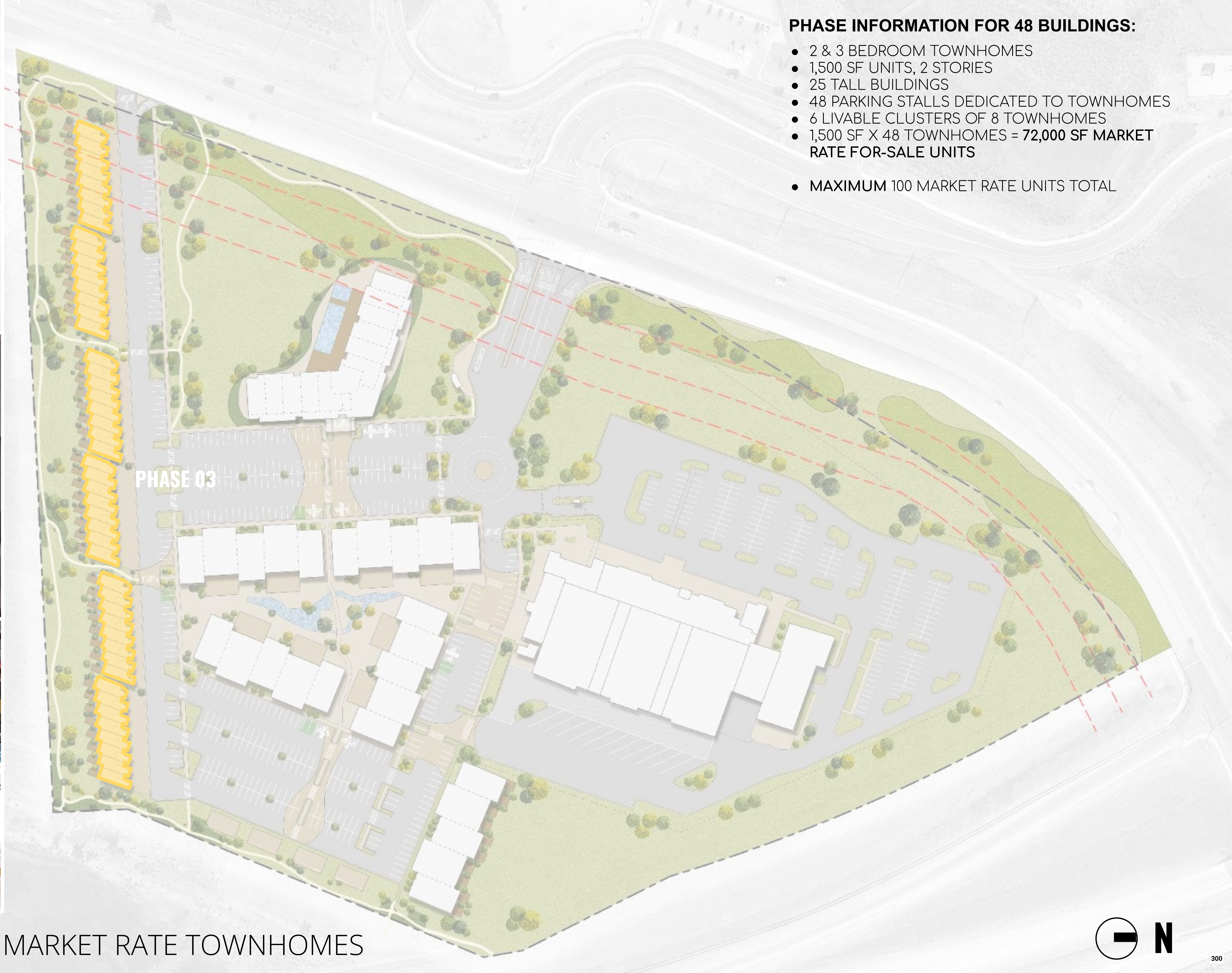
PHASE 03: MARKET RATE TOWNHOMES





PHASE INFORMATION FOR 48 BUILDINGS:

- 2 & 3 BEDROOM TOWNHOMES
- 1,500 SF UNITS, 2 STORIES
- 25 TALL BUILDINGS
- 48 PARKING STALLS DEDICATED TO TOWNHOMES
- 6 LIVABLE CLUSTERS OF 8 TOWNHOMES
- 1,500 SF X 48 TOWNHOMES = 72,000 SF MARKET RATE FOR-SALE UNITS
- MAXIMUM 100 MARKET RATE UNITS TOTAL





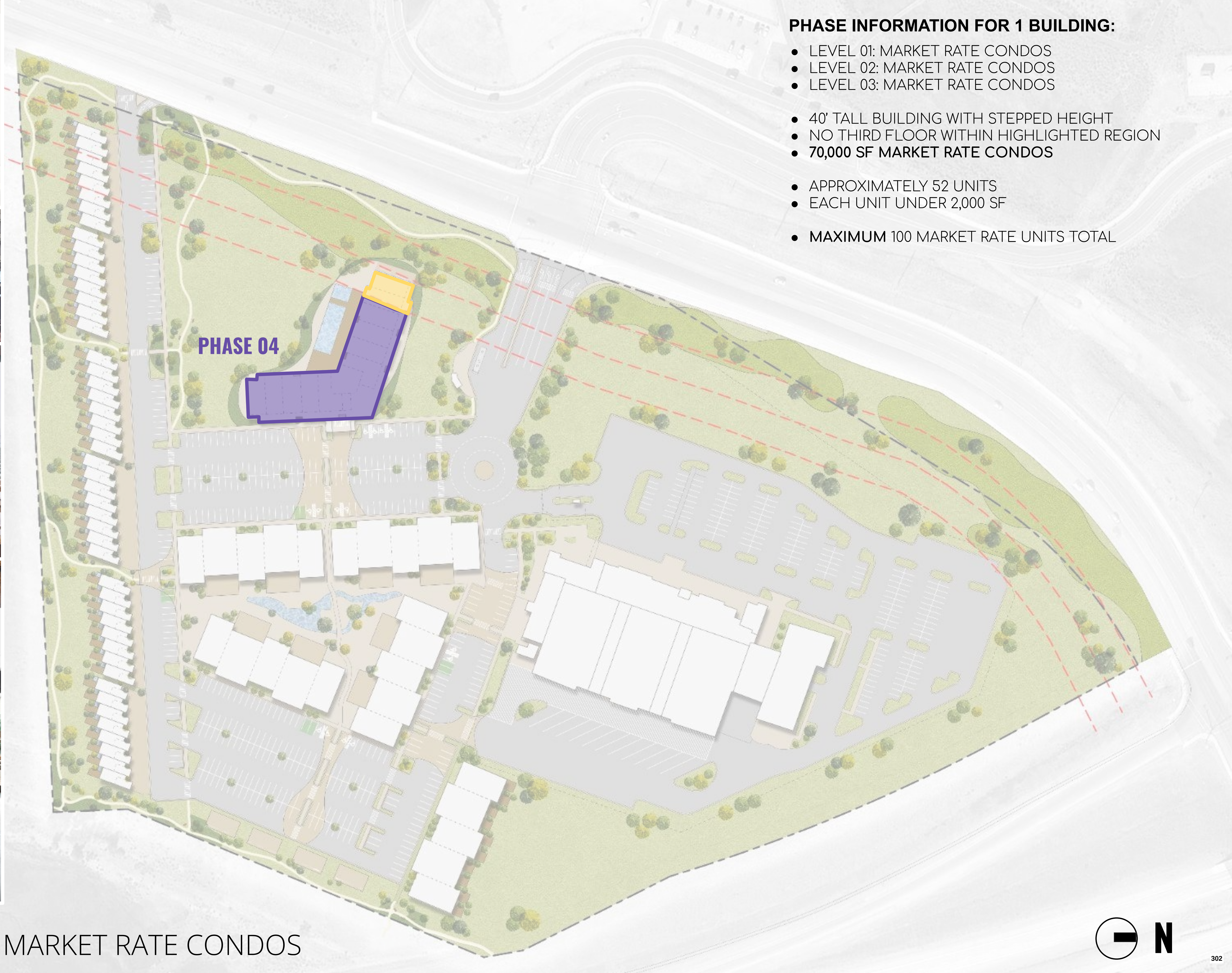
PHASE 04: MARKET RATE CONDOS





PHASE INFORMATION FOR 1 BUILDING:

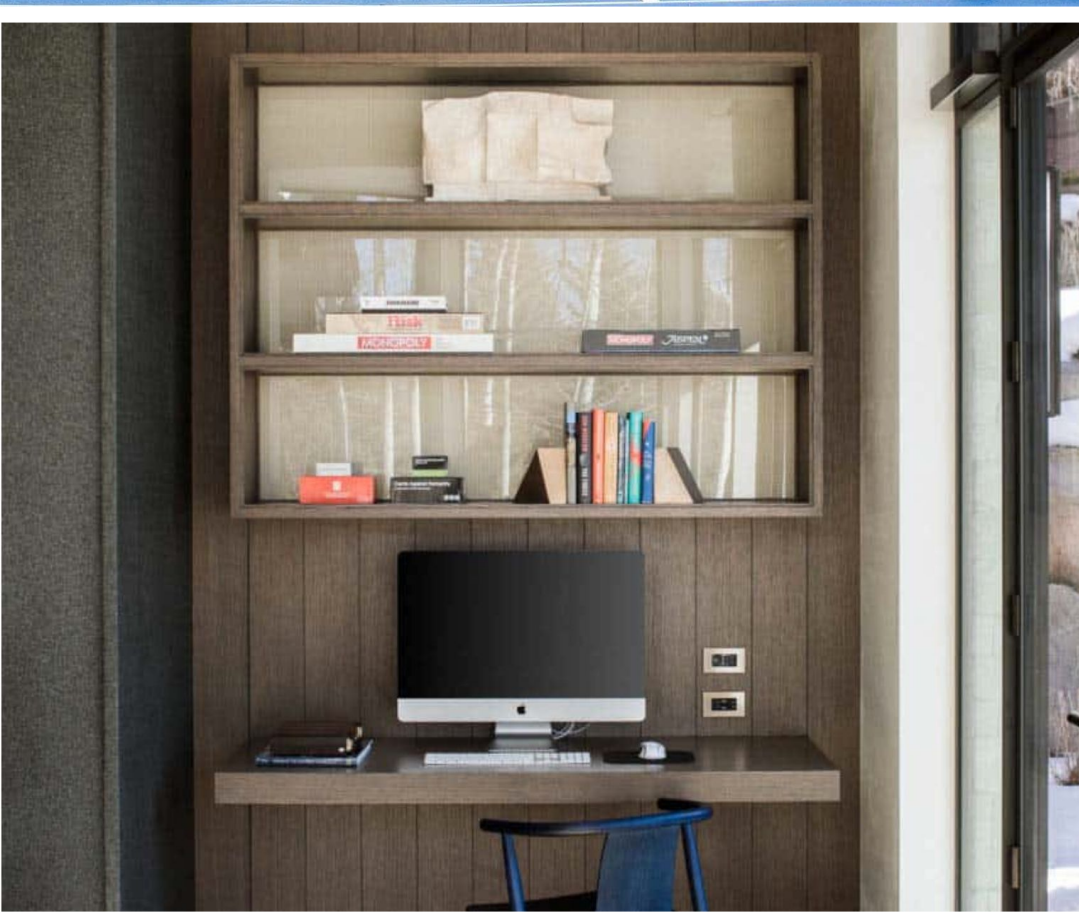
- LEVEL 01: MARKET RATE CONDOS
- LEVEL 02: MARKET RATE CONDOS
- LEVEL 03: MARKET RATE CONDOS
- 40' TALL BUILDING WITH STEPPED HEIGHT
- NO THIRD FLOOR WITHIN HIGHLIGHTED REGION
- 70,000 SF MARKET RATE CONDOS
- APPROXIMATELY 52 UNITS
- EACH UNIT UNDER 2,000 SF
- MAXIMUM 100 MARKET RATE UNITS TOTAL





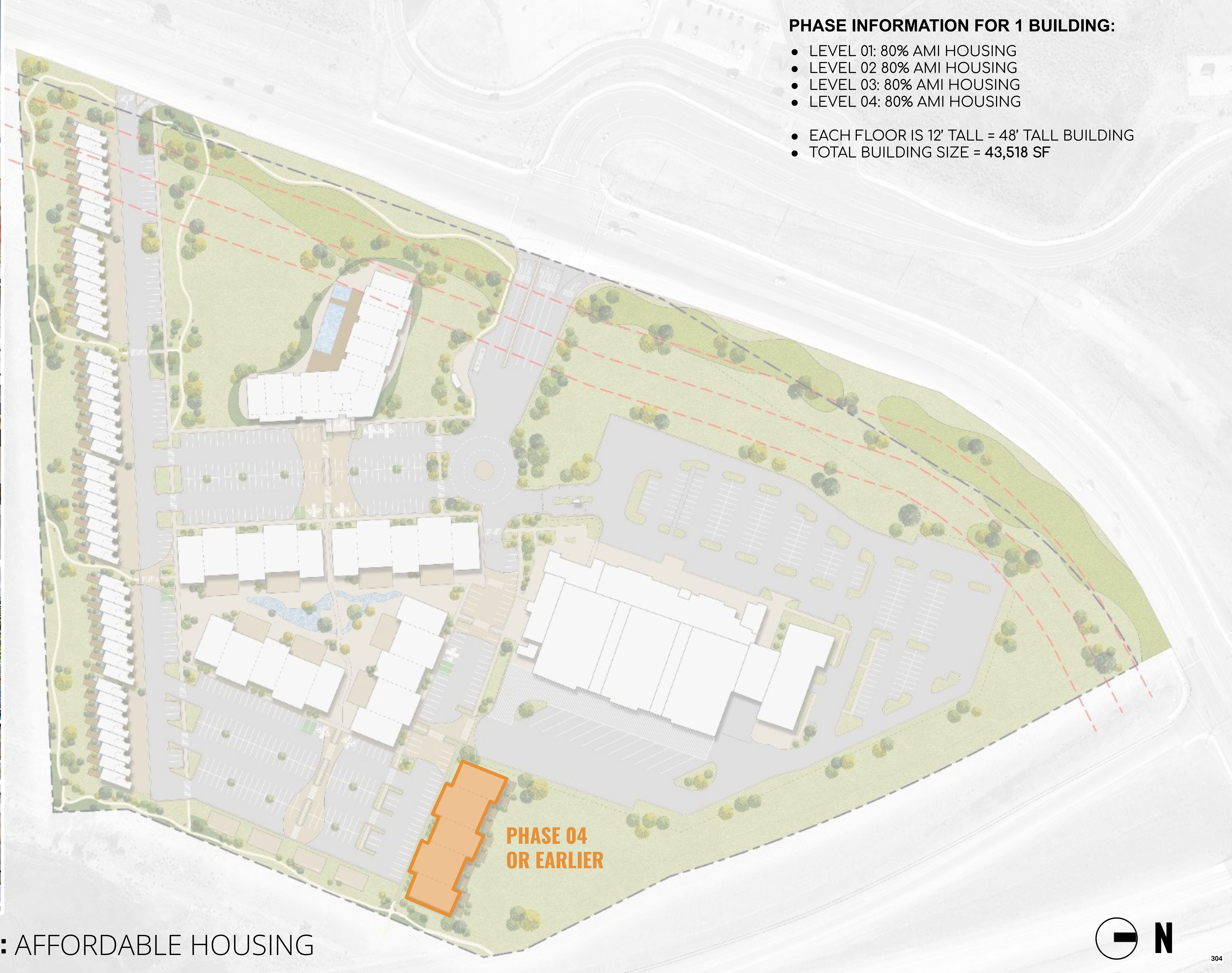
PHASE 04* OR EARLIER: AFFORDABLE HOUSING





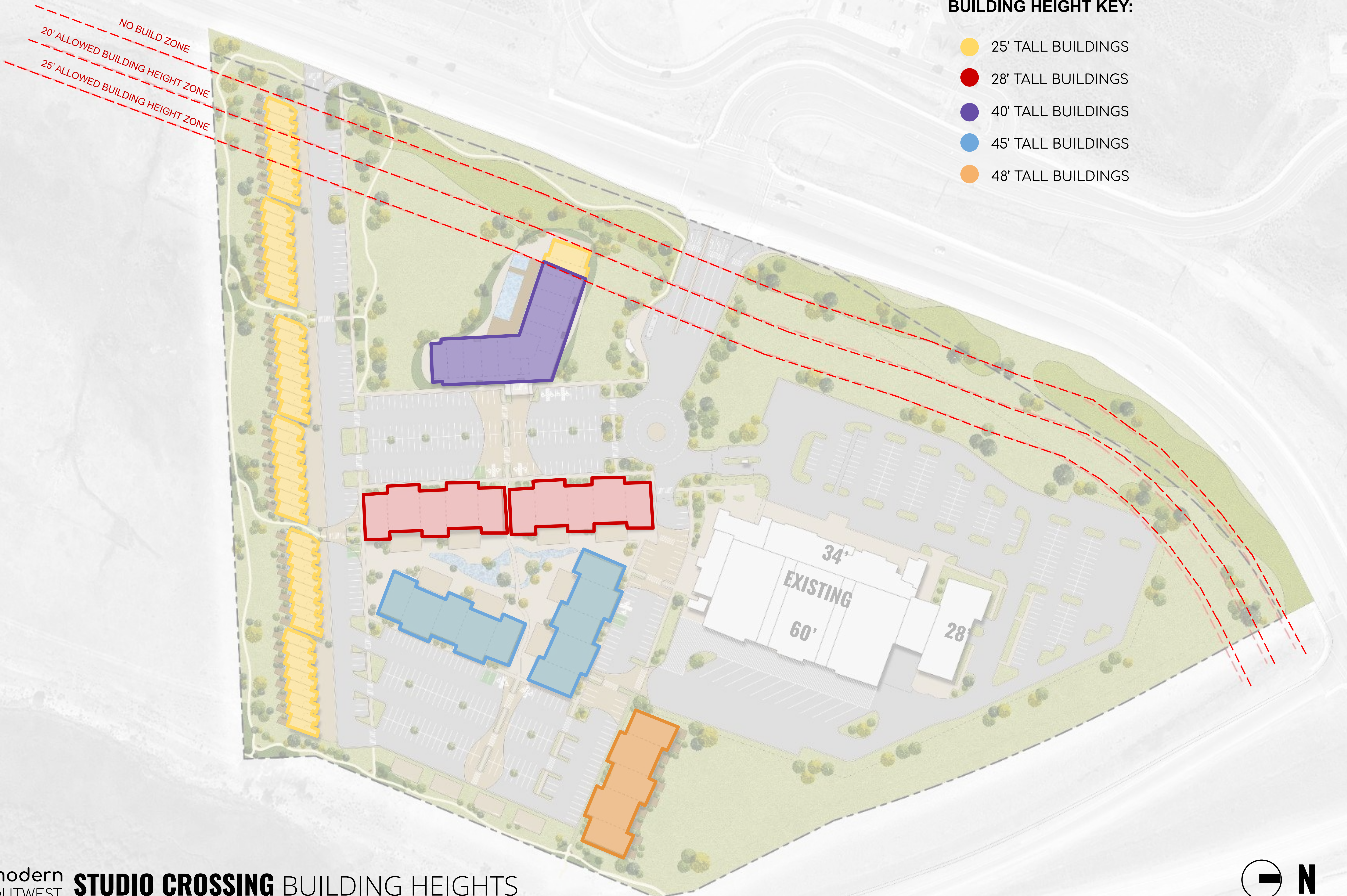
PHASE INFORMATION FOR 1 BUILDING:

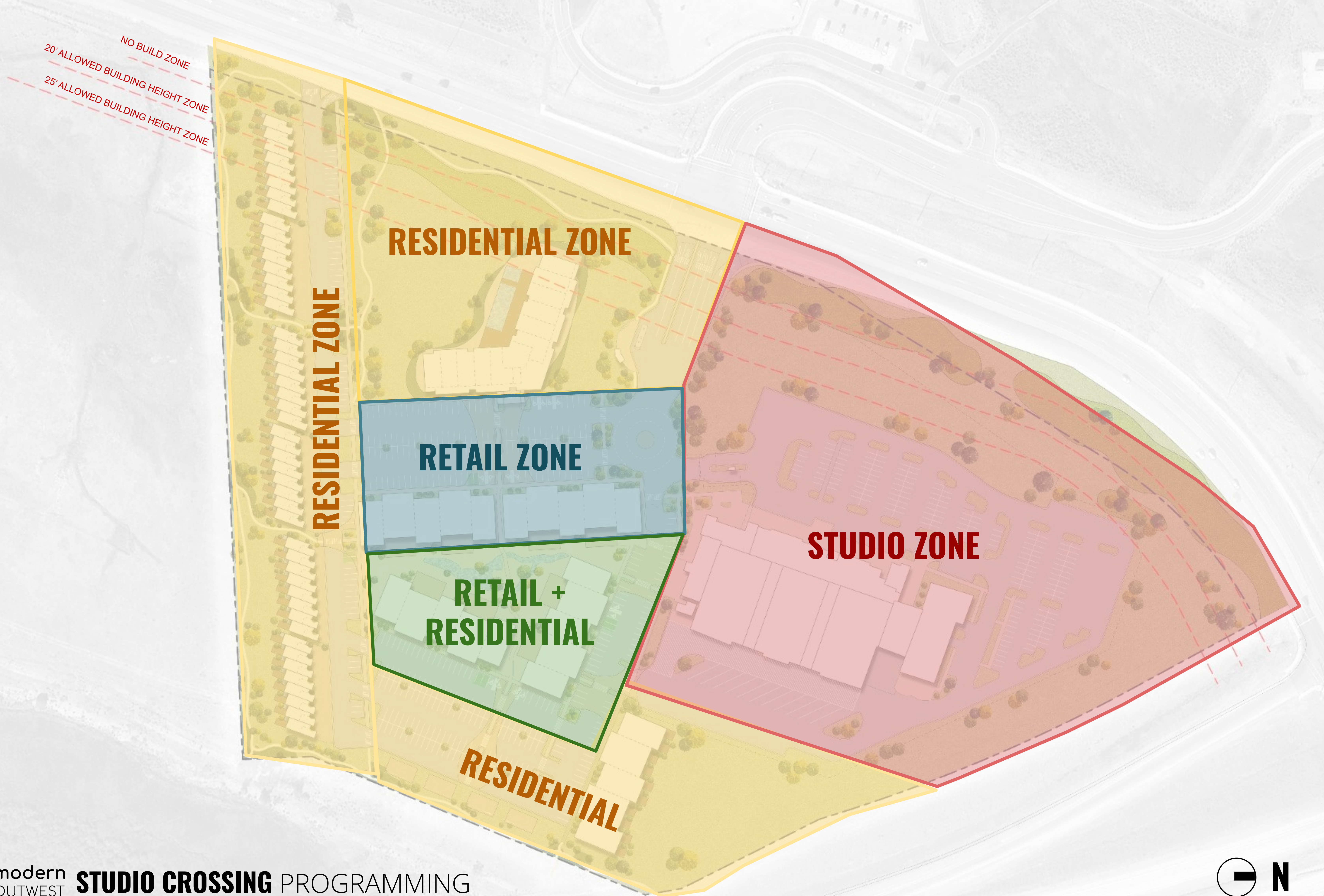
- LEVEL 01: 80% AMI HOUSING
- LEVEL 02 80% AMI HOUSING
- LEVEL 03: 80% AMI HOUSING
- LEVEL 04: 80% AMI HOUSING
- EACH FLOOR IS 12' TALL = 48' TALL BUILDING
- TOTAL BUILDING SIZE = 43,518 SF

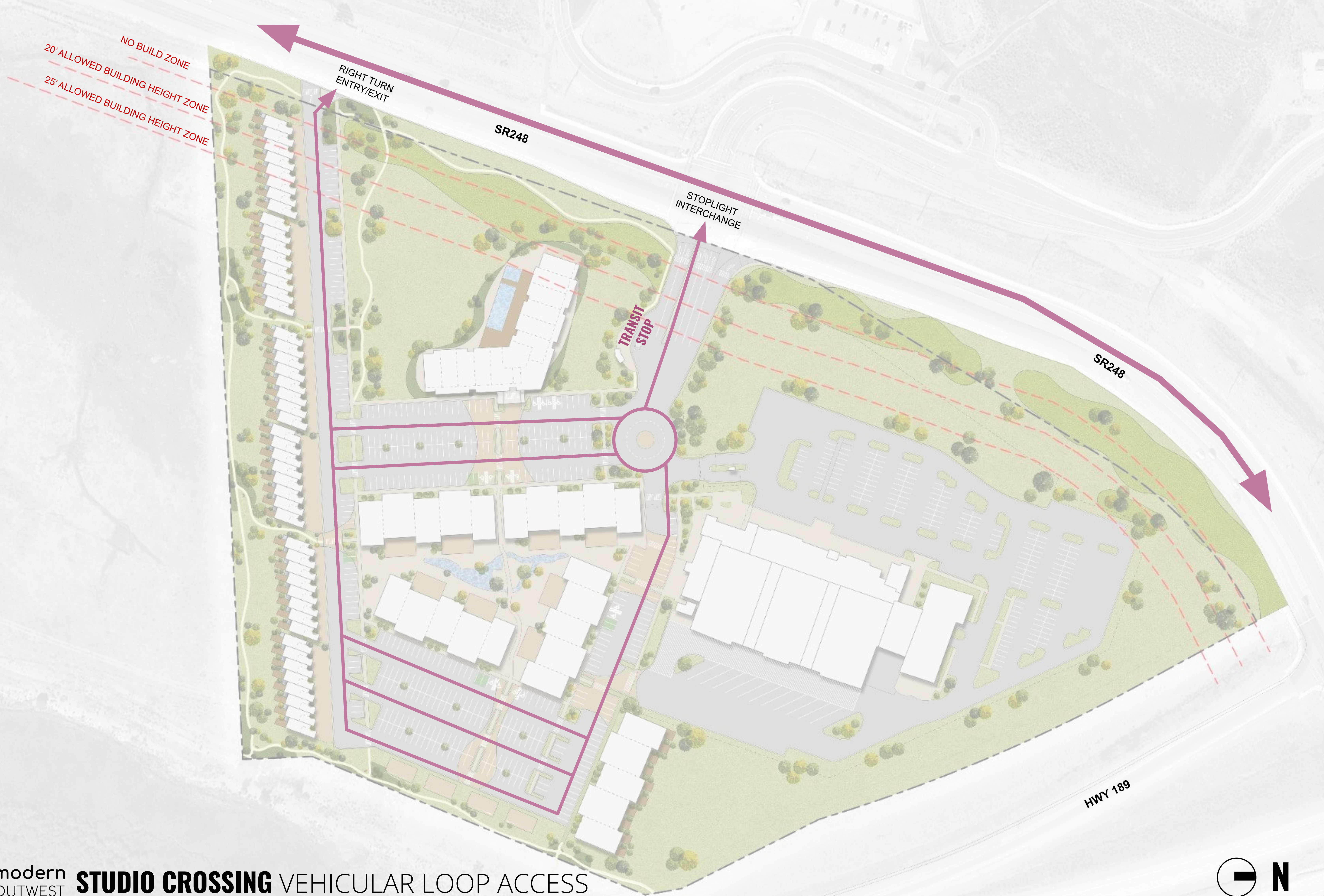


BUILDING HEIGHT KEY:

- 25' TALL BUILDINGS
- 28' TALL BUILDINGS
- 40' TALL BUILDINGS
- 45' TALL BUILDINGS
- 48' TALL BUILDINGS







RIGHT TURN
ENTRY/EXIT

SR248

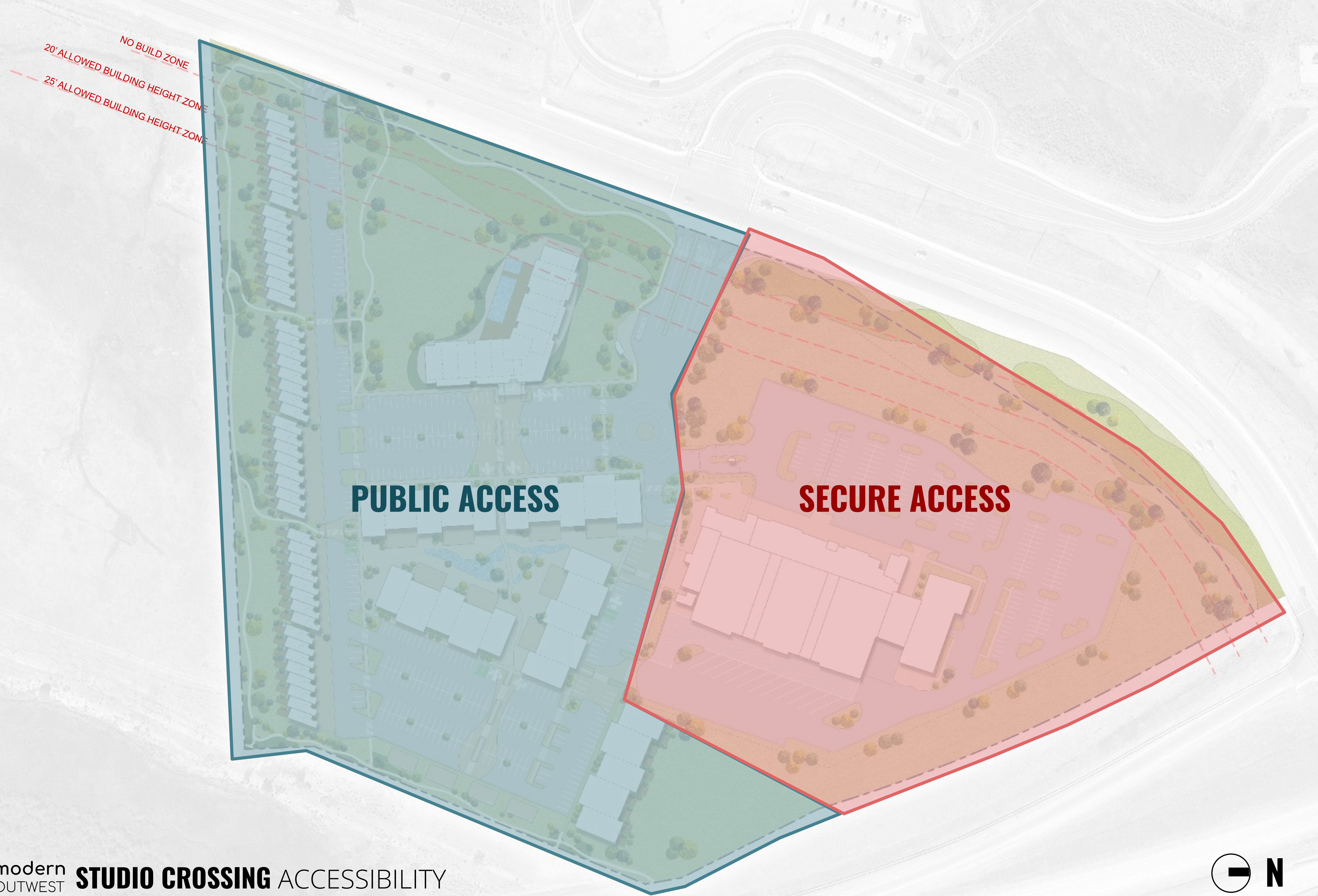
STOPLIGHT
INTERCHANGE

SR248

LEGEND:

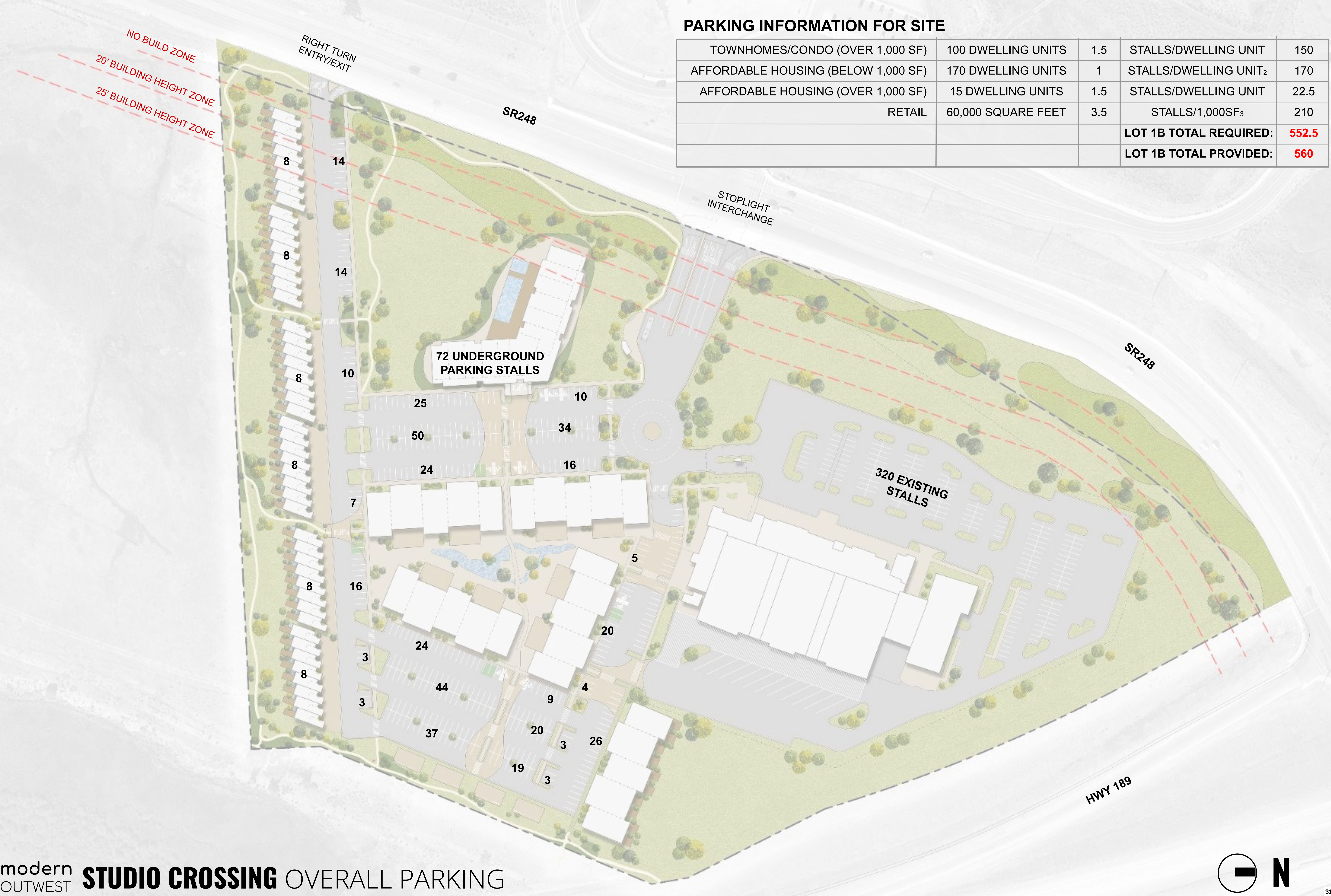
- PEDESTRIAN CIRCULATION
- BICYCLE CIRCULATION
- RAIL TRAIL CONNECTION





PARKING INFORMATION FOR SITE

TOWNHOMES/CONDO (OVER 1,000 SF)	100 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	150
AFFORDABLE HOUSING (BELOW 1,000 SF)	170 DWELLING UNITS	1	STALLS/DWELLING UNIT ₂	170
AFFORDABLE HOUSING (OVER 1,000 SF)	15 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	22.5
RETAIL	60,000 SQUARE FEET	3.5	STALLS/1,000SF ₃	210
			LOT 1B TOTAL REQUIRED:	552.5
			LOT 1B TOTAL PROVIDED:	560





PLANT KEY:

- DOUGLAS HAWTHORNE, SERVICEBERRY
- BLUE SPRUCE, PONDEROSA PINE
- PINYON PINE
- GLOBE MALLOW
- PAXISTIMA MYRSINITES
- GOLDEN CURRANT



DOUGLAS HAWTHORN (NATIVE, SALT TOLERANT)



PONDEROSA PINE (NATIVE, SALT TOLERANT)



SERVICEBERRY (NATIVE, SALT TOLERANT)



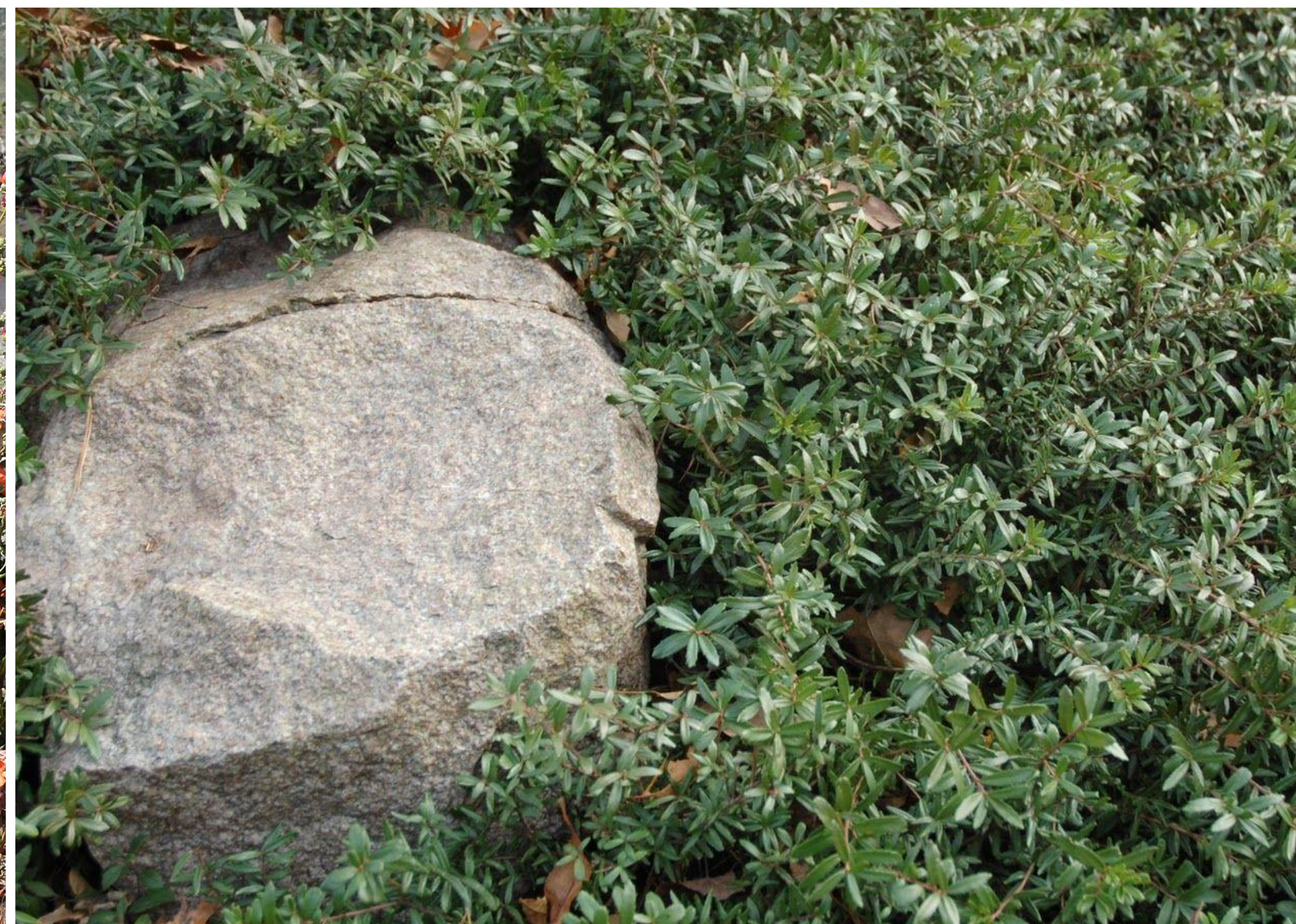
BLUE SPRUCE (UTAH STATE TREE)



PINYON PINE (UTAH NATIVE)



GLOBE MALLOWS (UTAH NATIVE)



PAXISTIMA MYRSINITES (UTAH NATIVE)



GOLDEN CURRANT (UTAH NATIVE)







PEDESTRIAN TRAILS



TRANSIT STOP

AMENITIES INCLUDE:

- SPORTS COURT
- TRANSIT STOP
- E-BIKE STATION
- DOG FRIENDLY SPACE
- PEDESTRIAN TRAILS
- BIKE TRAILS
- OUTDOOR DINING
- ELECTRIC CAR CHARGING
- RESIDENT GREEN SPACE
- COMMUNITY PLAZA



SPORTS COURT



RESIDENT GREEN SPACE



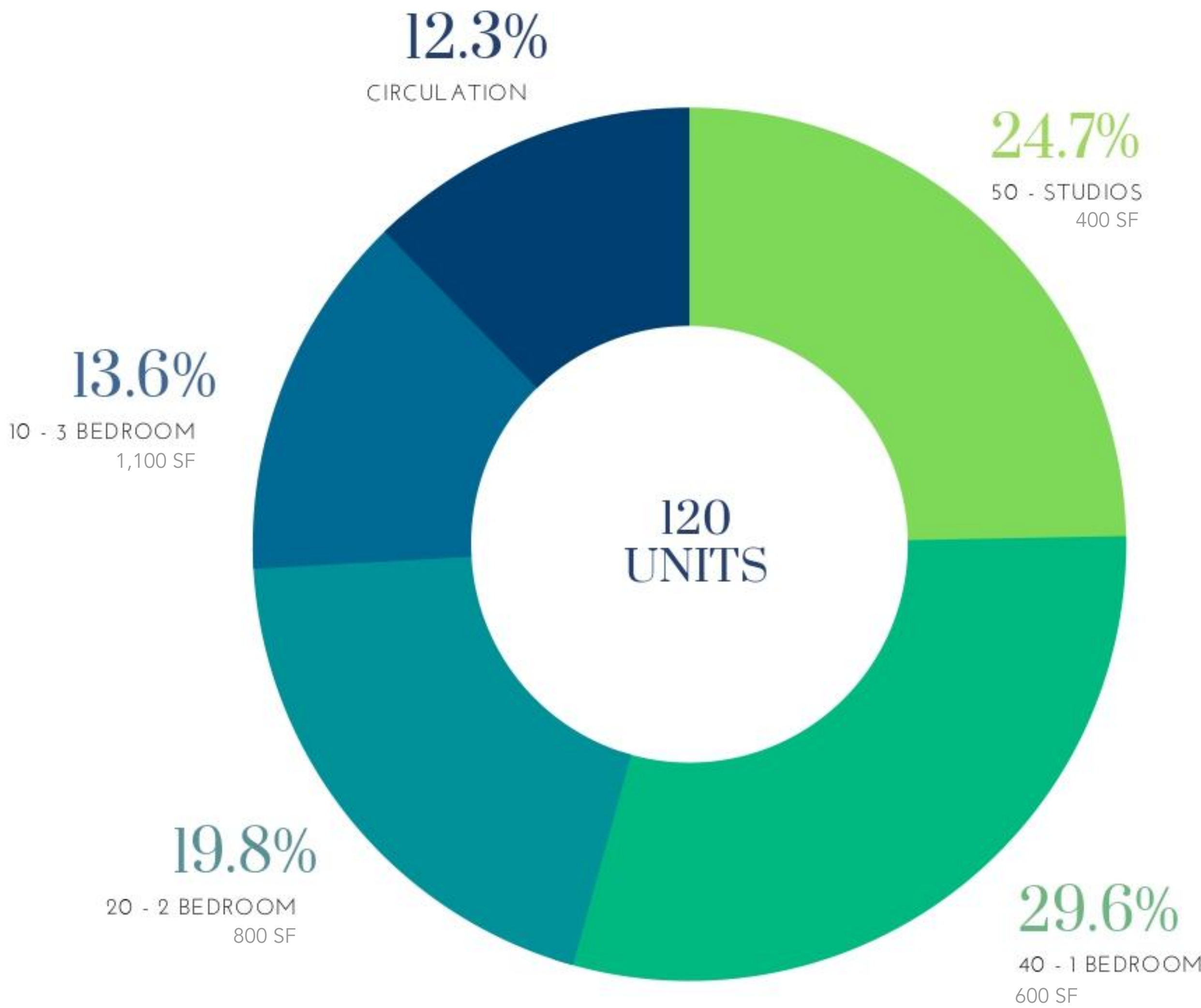






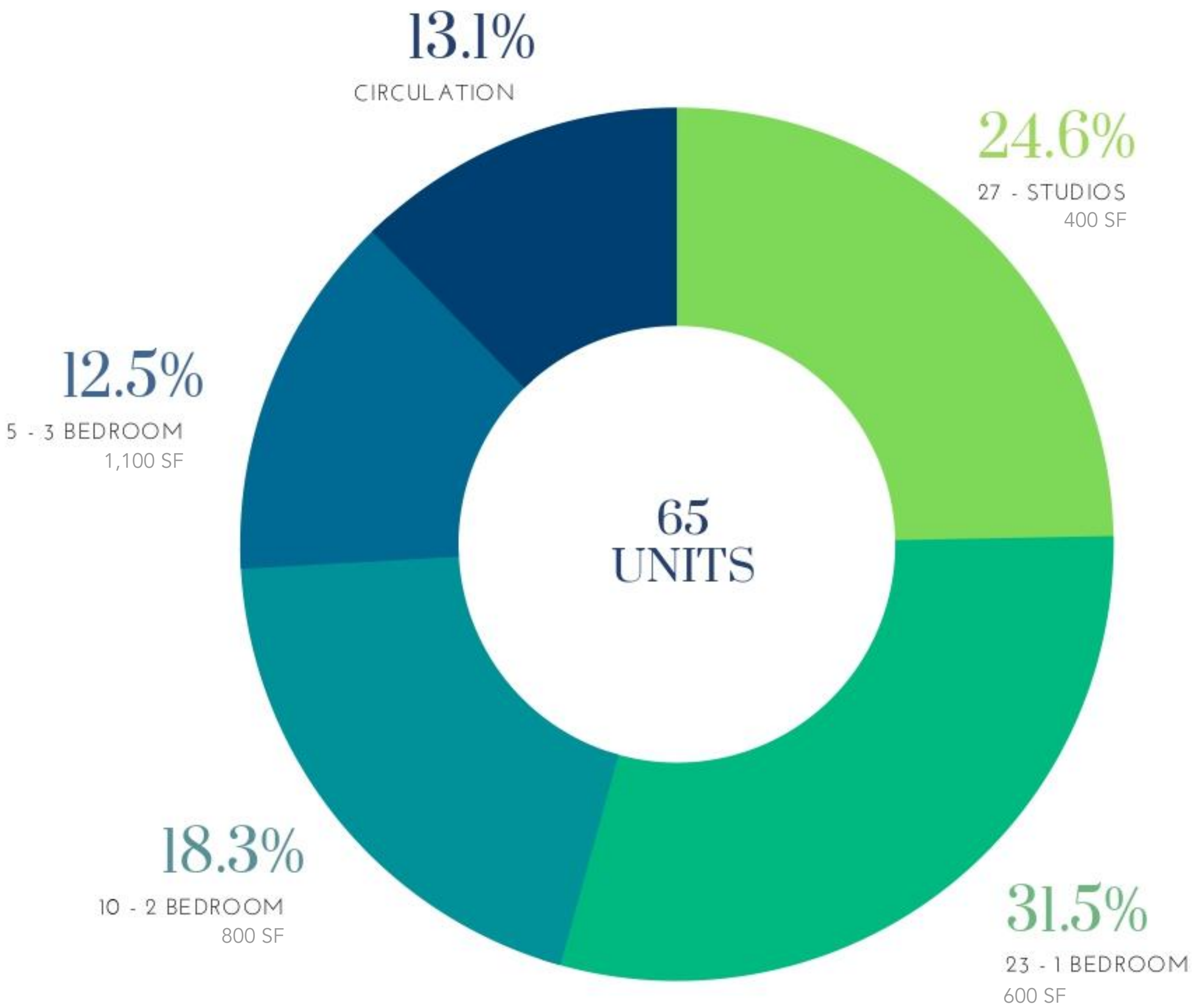


81,000 SF AFFORDABLE HOUSING



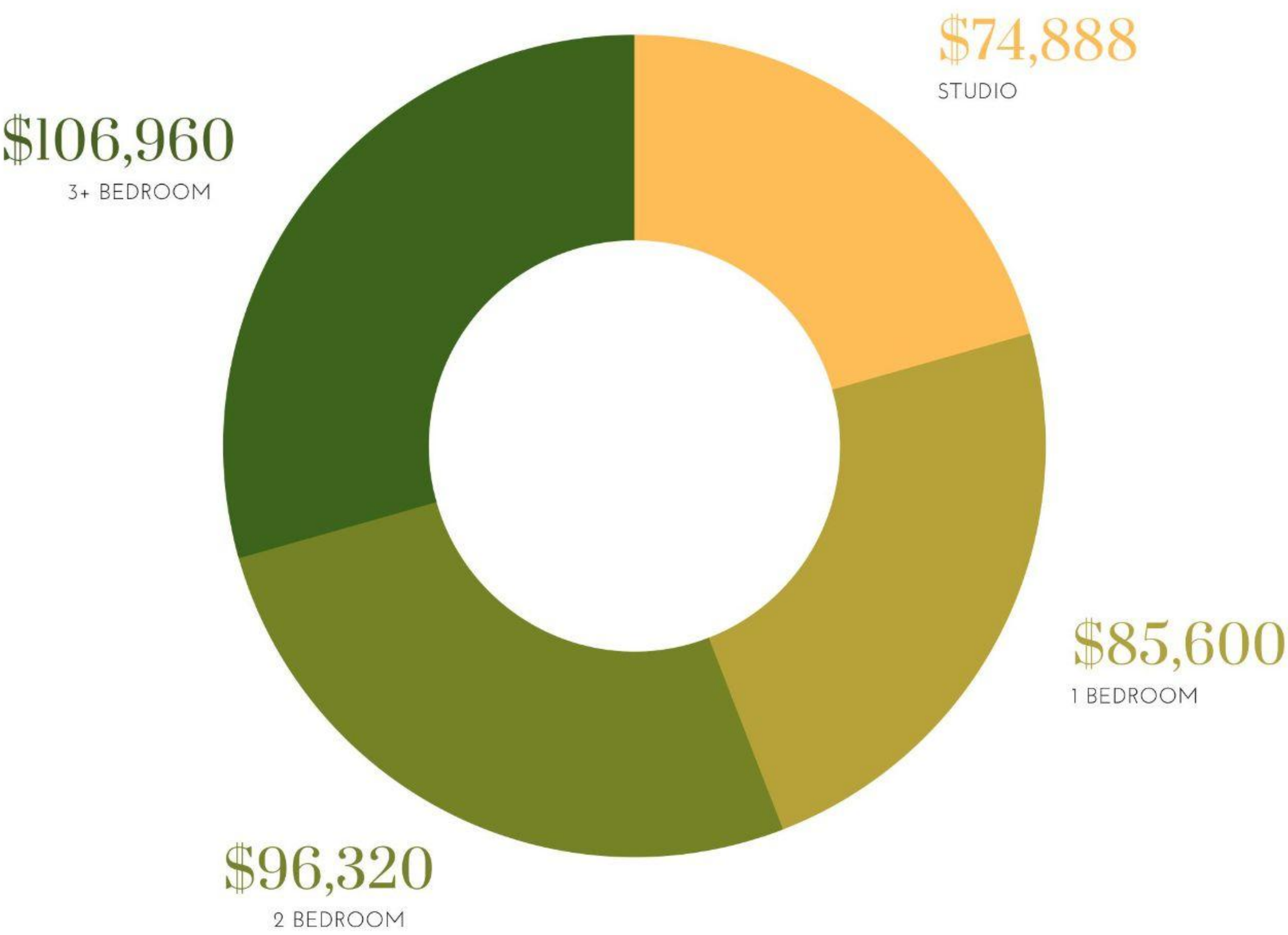
120 AFFORDABLE AVERAGE 80% AMI UNITS

43,518 SF AFFORDABLE HOUSING OBLIGATION

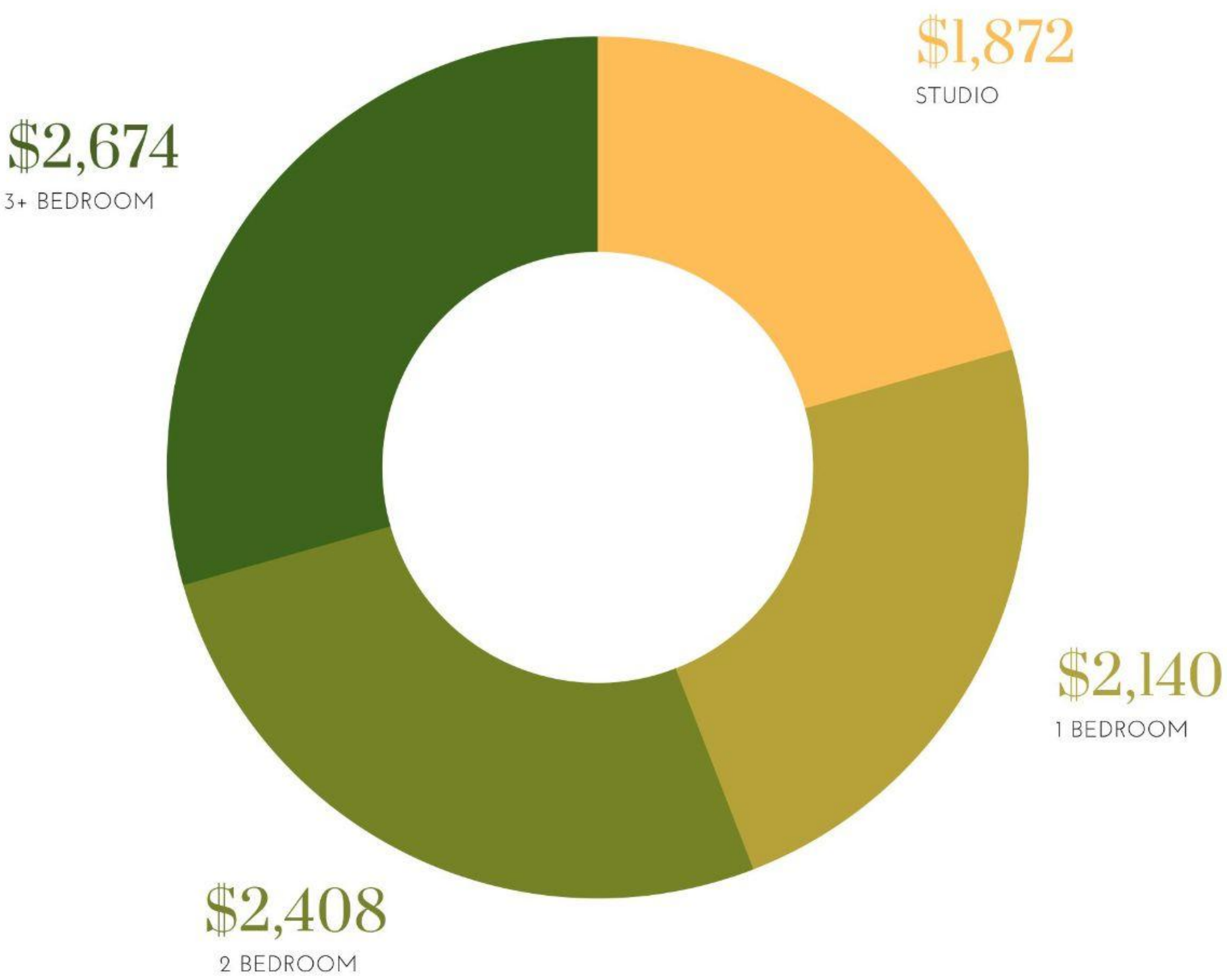


65 AFFORDABLE AVERAGE 80% AMI UNITS

2022 SUMMIT COUNTY 80% AMI RENTS
MAXIMUM INCOME PER UNIT



2022 SUMMIT COUNTY 80% AMI RENTS
MAXIMUM MONTHLY RENT INCLUDING UTILITIES,
ASSOCIATION DUES, AND PARKING FEES



Studio Crossings Residential Density					
Market Rate SQFT	REU	AUE	Net Livable Space		
141,000	70.5	14.1	12,690		
<i>*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.</i>					
Studio Crossing Assumed Use Based on Newpark Retail Mix					
Use	FT	Use Mix	SQFT	Employees	Net Livable Space
Commercial Retail	3.3	73.4%	44,028	145.3	
Medical	2.9	8.7%	5,219	15.1	
Personal Services	1.3	6.1%	3,640	4.7	
Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.4	
Mitigation Rate X 0.2				42.3	
AUEs / 1.5				28.2	25,367.44
<i>*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.</i>					
Total Affordable Housing Obligation					
Net Livable Space	AUE				
38,057.44	42.30				

CURRENT STUDIO AFFORDABLE HOUSING OBLIGATION:

- SECTION 4.5 OF THE MPD EXPRESSLY STATES THAT “PURSUANT TO THE ANNEXATION AGREEMENT, NO AFFORDABLE HOUSING IS REQUIRED FOR THIS MPD.”
- ARTICLE II, SECTION 2.5(C) OF THE ANNEXATION AGREEMENT (PAGE 3) STATES THAT NO OPEN SPACE, SETBACKS, OR AFFORDABLE HOUSING REQUIREMENTS MAY BE IMPOSED ON THE MPD.
- CONDITION OF APPROVAL 8 STATES “THE PLAT SHALL NOTE THAT IF LOT 1B IS NOT DEVELOPED IN ACCORDANCE WITH THE ZONING AND ANNEXATION ORDINANCE 2012-12, THE CITY’S CURRENT AFFORDABLE HOUSING RESOLUTION SHALL APPLY.”

REQUIRED AFFORDABLE HOUSING:

- 27 - STUDIOS - 400 SQ FT = 10,800 SQ FT
- 23 - 1 BEDROOMS - 600 SQ FT = 13,800 SQ FT
- 10 - 2 BEDROOMS - 800 SQ FT = 8,000 SQ FT
- 5 - 3 BEDROOMS - 1,100 SQ FT = 5,500 SQ FT
- 65 UNITS = 38,100 SQ FT
- CIRCULATION = 5,715 SQ FT
- TOTAL BUILDING SIZE = 43,815 SQ FT

ALLOWED USES:

- HOME OCCUPATION
- IN-HOME BABYSITTING
- FAMILY CHILD CARE
- SECONDARY LIVING QUARTERS
- FOOD TRUCK LOCATION
- ACCESSORY APARTMENTS
- NIGHTLY RENTAL
- CHILD CARE, FAMILY GROUP
- MULTI-UNIT DWELLING
- GROUP CARE FACILITY
- CHILD CARE CENTER
- OUTDOOR DINING AND SUPPORT RETAIL
- ALTERNATIVE PROFESSIONAL HEALTH-RELATED SERVICES
- ACCREDITED PHYSICIAN OFFICE SPACE
- ACCREDITED MEDICAL AND DENTAL CLINICS
- ANCILLARY SUPPORT COMMERCIAL
- RECREATION FACILITY, PRIVATE
- RECREATION FACILITY, COMMERCIAL
- ENTERTAINMENT, INDOOR

- TELECOMMUNICATION ANTENNA
- TRANSIT FACILITIES
- PARKING STRUCTURE WITH MORE THAN 5 SPACES
- PRIVATE RESIDENCE CLUB PROJECT
- OFFICE, GENERAL
- OFFICE, MODERATE INTENSIVE
- OFFICE, INTENSIVE
- OFFICE AND CLINIC, MEDICAL
- FINANCIAL INSTITUTION
- RETAIL AND SERVICE COMMERCIAL, MINOR
- RETAIL AND SERVICE COMMERCIAL, MAJOR
- TRANSPORTATION SERVICE
- NEIGHBORHOOD CONVENIENCE COMMERCIAL
- CAFE, DELI
- RESTAURANT, GENERAL
- RESTAURANT, OUTDOOR DINING
- OUTDOOR EVENTS
- BAR

2012 IBI PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

495,713 sf = 11.60 acres = 39.3% (Within Property Lines)

841,579 sf = 19.54 acres = 66.1% (Edge of Pavement)

2022 UPDATE PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

689,768 sf = 15.83 acres = 54.7% (Within Property Lines)

1,035,634sf = 23.77 acres = 82.1% (Edge of Pavement)

LOT 1B (GREEN) BY ITSELF

436,822 sf = 10.03 acres = 34.6% (Within Property Lines)

782,688 sf = 17.96 acres = 62.05% (Edge of Pavement)



2012 IBI PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

495,713 sf = 11.60 acres = 39.3% (Within Property Lines)

841,579 sf = 19.54 acres = 66.1% (Edge of Pavement)



2022 UPDATE PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

689,768 sf = 15.83 acres = 54.7% (Within Property Lines)

1,035,634sf = 23.77 acres = 82.1% (Edge of Pavement)



PARK CITY

**PARK CITY
HEIGHTS**

SR 248

**QUINNS REC
COMPLEX**

US HWY 40

SR 248

US HWY 40

SR 248



**HEALTHCARE
CAMPUS**

**QUINNS REC
COMPLEX**

US HWY 40

SR 248







MEMORANDUM

Date: June 24, 2022

To: Ryan Crandall, Quinn Capital Partners

From: Seishi Yamagata, PE, Fehr & Peers
Preston Stinger, PTP, Fehr & Peers
Katelynn Hall, Fehr & Peers

Subject: Studio Crossing Parking Requirement Evaluation

UT22-2377

INTRODUCTION

The purpose of this memorandum is to summarize the evaluation of parking requirements for the updated land uses for the Studio Crossing development located in Park City, Utah. Fehr & Peers evaluated the parking needs of the proposed land uses in the updated plan per Park City requirements.

LAND USE

The parking needs were determined following Park city regulations for the following proposed land uses (note that the land uses are based on preliminary assumptions, and could change depending on the land use program):

- Condominium (48 dwelling units, 1300 square feet)
- Townhomes (48 dwelling units, 1500 square feet)
- Affordable Housing Studio (77 units, 400 square feet)
- Affordable Housing 1 Bed (63 units, 600 square feet)
- Affordable Housing 2 Bed (30 units, 800 square feet)
- Affordable Housing 3 Bed (15 units, 1100 square feet)
- Restaurants (12,000 square feet)
- General Office (6,000 square feet)



- Medical Office (6,000 square feet)
- Minor Retail (18,000 square feet)
- Major Retail (18,000 square feet)

PARKING

Fehr & Peers evaluated the parking requirements of the proposed development per the parking ratio requirements as presented in 15-3-6 of the Park City municipal code. The table below shows the breakdown of parking needs by land use and overall parking needs for the development.

Building	Units	SqFt	Parking Requirement	Stalls
Housing				
Condominium	48	1300	1.5 per unit	72
Townhomes	48	1500	1.5 per unit	72
Affordable Housing				
Studio	77	400	1 per unit	77
1 Bed	63	600	1 per unit	63
2 Bed	30	800	1 per unit	30
3 Bed	15	1100	1.5 per unit	22.5
Commercial				
Restaurant		12000	1 per 100 sq ft	120
General Office		6000	3 per 1000 sq ft	18
Medical Office		6000	5 per 1000 sq ft	30
Minor Retail		18000	3 per 1000 sq ft	54
Major retail		18000	5 per 1000 sq ft	90
Total				649



CONCLUSION

Fehr & Peers evaluated the parking needs of the proposed land according to Park City requirements. As shown above, there is an overall need for **649 parking stalls** according to the parking ratio requirements of the Park City municipal code. The condominium and townhomes will require 72 stalls each, 193 will be needed for the affordable housing and 312 for all currently proposed commercial development on site. Note that this number does not take into account any reductions due to shared parking uses.

MEMORANDUM

Date: June 4, 2021
To: Ryan Crandall, Quinn Capital Partners
From: Seishi Yamagata, PE, Fehr & Peers
Preston Stinger, PTP, LEED GA, Fehr & Peers
Subject: **Quinn Capital Partners Development Trip Generation**

UT20-2207

INTRODUCTION

The purpose of this memorandum is to summarize the evaluation of trip generation for the updated land uses for the Quinn Capital Partners development in Park City, Utah. Fehr & Peers evaluated the trip generation of the proposed land uses in the previous master plan and of the proposed land uses in the updated plan in comparison. This memorandum summarizes the evaluation of trip generation for the proposed land use changes.

LAND USE

The previous master plan concept (site plan attached in Appendix) proposed the following land uses:

- Hotel (100 rooms)
- Movie Theater (15,000 square feet)
- Entertainment Venue (14,500 square feet)
- Mixed Use (33,350 square feet)
- Mixed Use (25,625 square feet)
- Sound Effects Stage (15,700 square feet)
- Office (37,200 square feet)
- Workshop Office (10,000 square feet)



Fehr & Peers used trip generation rates published in the ITE Trip Generation, 10th Edition, 2017, to estimate trip generation rates for this study. To keep consistent with land uses presented in the ITE manual, the following ITE land uses were used to evaluate the previous master plan concept:

- Hotel (ITE Land Use 310) – 100 rooms
- Movie Theater (ITE Land Use 444) – 15,000 square feet
- High-Turnover Restaurant (ITE Land Use 932) – 14,500 square feet
- Shopping Center (ITE Land Use 820) – 33,350 square feet
- Shopping Center (ITE Land Use 820) – 25,625 square feet
- Office (ITE Land Use 710) – 15,700 square feet
- Office (ITE Land Use 710) – 37,200 square feet
- Office (ITE Land Use 710) – 10,000 square feet

The updated plan for the project site consists of the following land uses, along with the corresponding ITE land uses:

- Affordable Housing (ITE Land Use 223) – 100 dwelling units
- Multifamily Housing (ITE Land Use 220) – 100 dwelling units
- Shopping Center (ITE Land Use 820) – 60,000 square feet

The ITE land use for affordable housing is new in the ITE manual and had a low sample size with limited data. Therefore, the ITE land use code for multifamily housing (land use 220) was also used for the 100 units of affordable housing.

TRIP GENERATION

To capture the mixed-use component of the land uses (for both the previous master plan concept and the updated plan), internal capture was incorporated into the trip generation evaluation for this study using Fehr & Peers' mixed-use development (MXD+) methodology. The MXD+ trip generation methodology accurately captures the trip-reducing benefits of mixed-use development projects and is used throughout the United States to help developers, agencies, and the public to quantify these trip reductions. The MXD+ trip generation model is promoted by the United States Environmental Protection Agency (EPA) and has been adopted by the San Diego Association of Governments (SANDAG), American Society of Civil Engineers (ASCE), American Planning Association (APA), and many others as a recommended resource for trip generation of smart-growth developments. The MXD+ model uses ITE trip generation rates and applies additional variables to those trip generation rates. Some of the additional variables include:



- Employment
- (Population + Employment) per square mile
- Land area
- Total jobs / population diversity
- Retail jobs / population diversity
- Number of intersections per square mile
- Employment within a mile
- Employment within a 30-minute trip by transit
- Average household size
- Vehicles owned per capita

The calculated trip generation for the previous master plan concept is shown below in **Table 1**.



Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Hotel (310)	100	Rooms	702	3%	50%	50%	339	339	678
Movie Theater (444)	15,000	Square Feet	1,171	3%	50%	50%	566	566	1,132
High-Turnover Restaurant (932)	14,500	Square Feet	1,627	3%	50%	50%	786	786	1,572
Shopping Center (820)	33,350	Square Feet	2,849	3%	50%	50%	1,376	1,376	2,752
Shopping Center (820)	25,625	Square Feet	2,382	3%	50%	50%	1,151	1,151	2,302
Office (710)	15,700	Square Feet	176	3%	50%	50%	85	85	170
Office (710)	37,200	Square Feet	407	3%	50%	50%	197	197	394
Office (710)	10,000	Square Feet	114	3%	50%	50%	55	55	110
Net Weekday Trips							4,555	4,555	9,110
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	45	10%	60%	40%	24	16	40
Movie Theater (444)	15,000	Square Feet	3	10%	95%	5%	3	0	3
High-Turnover Restaurant (932)	14,500	Square Feet	144	10%	55%	45%	71	58	129
Shopping Center (820)	33,350	Square Feet	168	10%	62%	38%	93	57	150
Shopping Center (820)	25,625	Square Feet	165	10%	62%	38%	92	56	148
Office (710)	15,700	Square Feet	41	10%	86%	14%	32	5	37
Office (710)	37,200	Square Feet	61	10%	86%	14%	47	8	55
Office (710)	10,000	Square Feet	36	10%	86%	14%	28	5	33
Net Weekday AM Peak Hour Trips							390	205	595
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	49	13%	54%	46%	23	20	43
Movie Theater (444)	15,000	Square Feet	93	13%	94%	6%	76	5	81
High-Turnover Restaurant (932)	14,500	Square Feet	142	13%	62%	38%	77	47	124
Shopping Center (820)	33,350	Square Feet	241	13%	48%	52%	101	109	210
Shopping Center (820)	25,625	Square Feet	198	13%	48%	52%	83	90	173
Office (710)	15,700	Square Feet	20	13%	16%	84%	3	15	18
Office (710)	37,200	Square Feet	45	13%	16%	84%	6	33	39
Office (710)	10,000	Square Feet	13	13%	16%	84%	2	10	12
Net Weekday PM Peak Hour Trips							371	329	700
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Hotel (310)	100	Rooms	1,227	4%	50%	50%	591	591	1,182
Movie Theater (444)	15,000	Square Feet	1,490	4%	50%	50%	717	717	1,434
High-Turnover Restaurant (932)	14,500	Square Feet	1,775	4%	50%	50%	855	855	1,710
Shopping Center (820)	33,350	Square Feet	1,538	4%	50%	50%	741	741	1,482
Shopping Center (820)	25,625	Square Feet	1,182	4%	50%	50%	569	569	1,138
Office (710)	15,700	Square Feet	35	4%	50%	50%	17	17	34
Office (710)	37,200	Square Feet	82	4%	50%	50%	39	39	78
Office (710)	10,000	Square Feet	22	4%	50%	50%	11	11	22
Net Saturday Trips							3,540	3,540	7,080

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

4. Internal capture derived from the MXD+ methodology.

SOURCE: Fehr & Peers, 2020



The calculated trip generation for the updated plan is shown below in **Table 2**.

Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Multifamily Housing (220)	200	Dwelling Units	1,471	5%	50%	50%	699	699	1,398
Shopping Center (820)	60,000	Square Feet	4,248	5%	50%	50%	2,020	2,020	4,040
Net Weekday Trips							2,719	2,719	5,438
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	92	8%	23%	77%	19	65	84
Shopping Center (820)	60,000	Square Feet	182	8%	62%	38%	104	64	168
Net Weekday AM Peak Hour Trips							123	129	252
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New PM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	109	15%	63%	37%	59	34	93
Shopping Center (820)	60,000	Square Feet	372	15%	48%	52%	152	165	317
Net Weekday PM Peak Hour Trips							211	199	410
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Multifamily Housing (220)	200	Dwelling Units	1,628	5%	50%	50%	772	772	1,544
Shopping Center (820)	60,000	Square Feet	2,768	5%	50%	50%	1,313	1,313	2,626
Net Saturday Trips							2,085	2,085	4,170

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

4. Internal capture derived from the MXD+ methodology.

SOURCE: Fehr & Peers, 2021

As shown in **Table 1**, vehicle trip reductions of approximately 3%, 10%, 13%, and 4% for daily, AM peak hour, PM peak hour, and Saturday, respectively, were applied due to internal capture for the previous master plan concept. For the updated plan, vehicle trip reductions of approximately 5%, 8%, 15%, and 5% for daily, AM peak hour, PM peak hour, and Saturday, respectively, were applied due to internal capture as shown in **Table 2**.

The comparison of total trips generated for the development between what was presented in the previous master plan and the calculated updated results for this study are shown below in **Table 3**.

Table 1 Trip Generation Comparison

Calculated Trip Generation (Total Trips)				
	Daily	AM Peak	PM Peak	Saturday
Previous Master Plan	9,110	595	700	7,080
Updated Plan	5,438	252	410	4,170

SOURCE: Fehr & Peers, 2021

As shown in **Table 3**, the updated trip generation shows lower total trips generated for daily (40% trip decrease), AM peak hour (58% trip decrease), PM peak hour (41% trip decrease), and Saturday (41% trip decrease). There is also higher daily, PM peak hour, and Saturday trip reductions for the



updated plan compared to the previous master plan due to the introduction of residential land use in the mix.

CONCLUSION

Fehr & Peers evaluated the total trips generated by the proposed land uses in the previous master plan, and also evaluated the trip generation of the development with redefined land uses. As shown previously above, there is a decrease in trip generation due to the redefined land uses at the proposed development for daily, AM peak hour, PM peak hour, and Saturday trips.

APPENDIX

Previous Master Plan Concept



Building Legend

- 1A Hotel Lodging
- 1B Recording Studio
- 1C Stage Venue
- 1D Residence - omitted
- 1E Grand Ball Room
- 1F Atrium
- 2 Screening Rooms/Theater
- 3 Entertainment Venue
- 4 Mixed Use
- 5 Mixed Use
- 6 Sound Effects Stage
- 6A Office, Effects Stage
- 7 Sound Stages
- 7A Workshop
- 7B Production Support/Offices
- 8 Workshop Office

0 100 200 400



Quinn Capital Partners, LLC Housing Mitigation Plan

Quinn Capital Partners, LLC is pleased to be able to incorporate this housing mitigation plan as a part of the proposed Amended Master Planned Development. This proposal will convert a substantial portion of the existing commercial square footage to affordable housing and create a vibrant, year-round neighborhood compatible with surrounding residents. The proposed modifications will also reduce daily traffic and enhance the quality of life for our residents, all while helping to meet community environmental and housing goals.

This housing mitigation plan is part of the 2022 Amendment to the Master Planned Development Agreement and Annexation Agreement. The original 2012 Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development expressly provided that no affordable housing was required to be built as a condition of development. Recognizing the needs of the community and benefits to the community in constructing affordable housing, QCAP is proposing to construct 185 units of affordable housing units as part of its proposal to amend the 2012 Development Agreement.

Background

The 2012 Development Agreement did not require the construction of any affordable housing. (DA Section 5, Affordable Housing). When QCAP subdivided the subject property earlier in 2022, the City required as a condition of plat approval a note requiring QCAP to provide affordable housing meeting the current code requirements if it any point it amended the 2012 Development Agreement. In addition to meeting the code-based requirements for affordable housing, QCAP is proposing to convert existing commercial entitlements to affordable housing.

Proposed Plan

QCAP proposes to construct more than enough affordable housing units to meet the requirements of the 2021 Park City Affordable Housing Resolution. The 2021 Housing Resolution calls for a total affordable housing square footage for commercial uses based on an employee mitigation calculation. The same resolution requires 20% of condominium units to be affordable units. Per the resolution, each affordable unit is calculated as containing 900 square feet.

The final count of units required may adjust slightly with final preparations of plans and to address City input, however the required square footage will be provided per the Resolution. Forecasted calculations for the affordable housing are shown in Table 1 below:

Table 1

Studio Crossings Residential Density					
Market Rate SQFT	REU	AUE	Net Livable Space		
141,000	70.5	14.1	12,690		
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Studio Crossing Assumed Use Based on Newpark Retail Mix					
Use	FT	Use Mix	SQFT	Employees	Net Livable Space
Commercial Retail	3.3	73.4%	44,028	145.3	
Medical	2.9	8.7%	5,219	15.1	
Personal Services	1.3	6.1%	3,640	4.7	
Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.4	
Mitigation Rate X 0.2				42.3	
AUEs / 1.5				28.2	25,367.44
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Total Affordable Housing Obligation					
Net Livable Space	AUE				
38,057.44	42.30				

For the affordable housing required by the plat amendment note, QCAP proposed to construct the 42 Unit Equivalents in the following mix:

27 - Studios - 400 sqft = 10,800 sqft
 23 - 1 bedrooms - 600 sqft = 13,800 sqft
 10 - 2 bedrooms - 800 sqft = 8,000 sqft
5 - 3 bedrooms - 1,100 sqft = 5,500 sqft
 65 units = 38,100 sqft
 Circulation = 5,715 sqft
Total Building Size = 43,815 sqft

QCAP is also voluntarily converting 79 Unit Equivalents of currently entitled commercial space to affordable housing in the following mix:

50 - Studios - 400 sqft = 20,000 sqft
 40 - 1 bedrooms - 600 sqft = 24,000 sqft
 20 - 2 bedrooms - 800 sqft = 16,000 sqft
 10 - 3 bedrooms - 1,100 sqft = 11,000 sqft
 120 units = 71,000 sqft
 Circulation = 10,000 sqft
Total Building Size = 81,000

All affordable housing shall be deed restricted and subject to Park City affordable housing guidelines including affordable rent restrictions. All the affordable housing will be built in the 1st and 4th (anytime) phase. An unconditional certificate of occupancy, or a temporary certificate of occupancy if it allows for operation of the affordable housing units will not issue for each phase until the affordable housing requirement is met.

Site plans showing the proposed affordable housing, including the parking, are included in Exhibits A and B below:

Exhibit A

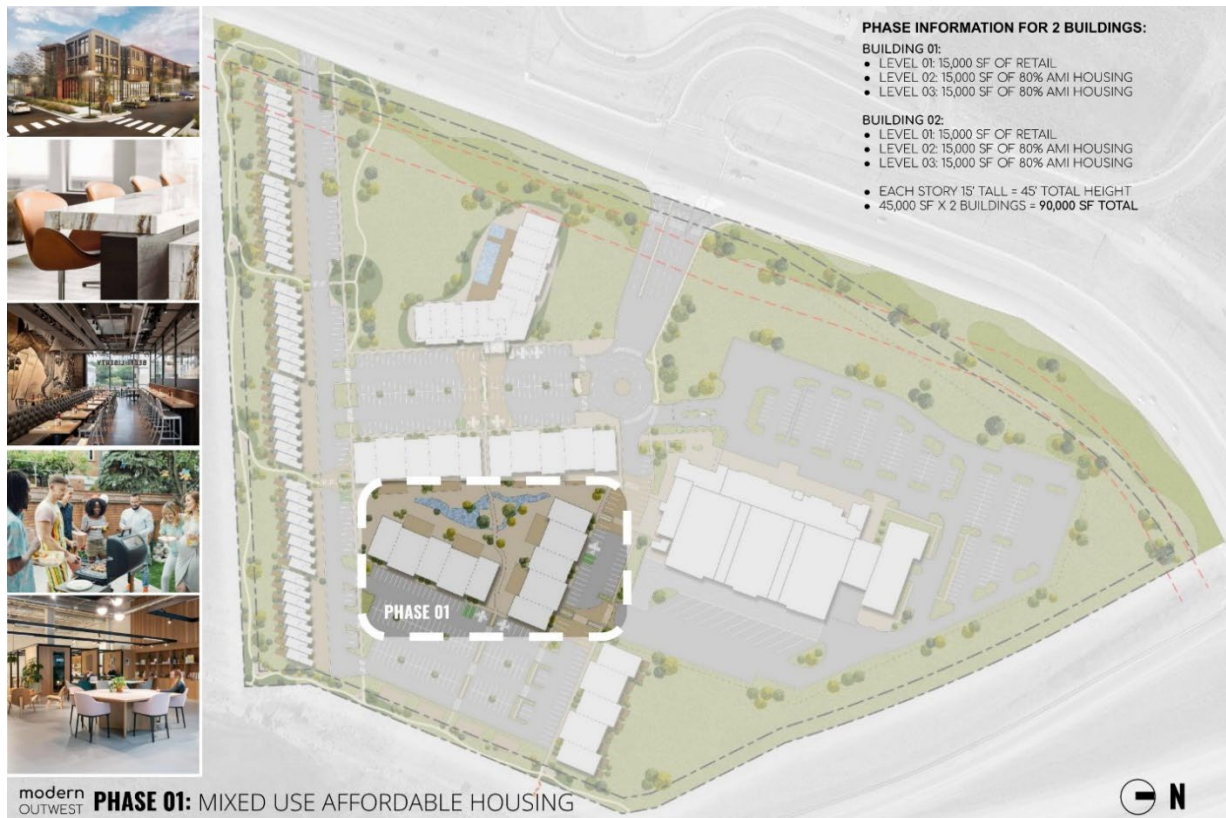


Exhibit B



Eligibility and Pricing

All units will be maintained as deed restricted affordable for rent units. A qualified third-party professional property management company shall manage the rental of the units.

Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable housing. In initially filling the units, QCAP shall use a geographic waterfall approach in selecting from applicants, in the following priority:

1. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including, but not limited to, employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, and Summit Pediatrics.
2. Qualifying applicants employed within Park City boundaries.
3. Qualifying applicants employed within the Park City School District boundaries.
4. Qualifying applicants employed within Summit County.

There shall be no time limit required in selecting between orders of priority. Rather, when all qualifying applicants from a category have been exhausted, applicants from the next order of priority shall immediately be given priority. This waterfall provision shall only apply at the initial

generation of any waitlist and selection for the Studio Crossing affordable housing units. From that point, all applications shall be made on a first-come-first-serve basis on the existing waitlist.

For the 65 units required by the plat amendment note—and subject to the 2021 Housing Resolution—all rentals will be to households of 80% AMI or below for Summit County and will be at the allowable rental rates for households at 80% AMI as determined by the then-applicable Summit County AMI numbers, updated on an annual basis. All rental units will submit annual compliance surveys in accordance with the recorded deed restrictions.

For the 120 units QCAP is constructing from its existing commercial density, all rentals will be to households of 120% AMI or below for Summit County. However, like the units required by the plat amendment note, all rental rates charged will be at 80% of AMI, regardless of the AMI of individual households. All gross rental rates shall include any Home Owner Association fees or assessments that may be charged against the unit.

Table 2 below shows the current version of such rates.

Table 2

Bedrooms	Occupants	*AMI (80%)	Income Percentage	Yearly Rent	Monthly Gross Rent I
0	1	\$66,960	30%	\$20,088.00	\$1,674.00
1	2	\$76,480	30%	\$22,944.00	\$1,912.00
2	3	\$86,080	30%	\$25,824.00	\$2,152.00
3	4	\$95,600	30%	\$28,680.00	\$2,486.00

*AMI is based on 2021 Summit County AMI numbers.

Amenities

The Studio Crossings development will include a number of amenities available to residents of the affordable housing units. These amenities include, a park and plaza, pickleball courts, and an internal trail system that connects to the broader Park City trail system.

Studio Crossings will be a transit and trail-oriented development. There will be a dedicated and improved transit stop within the development. QCAP is also working to ensure that an electric bikeshare location is included near the Studio Crossings trailhead. In addition to these public transit options, there will be bike storage available for each of the affordable housing units. It is QCAP's intention to enable and encourage alternative transit options to private vehicle ownership.



Housing Team

August 4, 2022

RE: 4001 Kearns Boulevard (Studio Crossing) Amendment to the Quinn's Junction Partnership Annexation Master Planned Development Agreement (MPD)

Dear Planning Commissioners:

The Housing Team has reviewed the MPD Amendment application associated with 4001 Kearns Boulevard (Studio Crossing), and supports the major components of the project for the following reasons:

- The project meets the requirements of the 2021 Housing Resolution to produce 42.3 Affordable Unit Equivalents (AUEs) on-site through the creation of 65 units or 38,100 SF.
- The project exceeds the required housing obligation, with an additional 120 units (approximately 78.8 AUEs) created through the production of an estimated 71,000 SF of affordable housing.
- The recent Park City Housing Needs Assessment stated that well over 800 units are likely needed over the next five years, and this project's production of 120 additional affordable units would meet approximately 15% of this need.
- The project produces a diversity of unit types, from studios to three-bedroom units, which will help to meet demand across different housing needs.
- The inclusion of commercial uses in the project will support the long-term vitality and sustainability of not only the housing created on site, but also other housing projects in the area, including the affordable and attainable units built in Park City Heights and other future area projects.
- The commercial space will increase access to goods and services for residents of affordable and attainable housing residents in the project and in the surrounding area, which may reduce vehicle miles traveled.
- The location of the project utilizes existing free public transportation for access to major employment centers and is well positioned to take advantage of future transit improvements on the SR-248 corridor.
- The location of the project and connection to the rail trail enables multi-modal transportation options and can help to reduce vehicle miles traveled by locating workers within closer proximity to their employment.

Planning Commission Staff Report



Subject: Studio Crossing
Applications: PL-22-05206 & PL-22-05212
Author: Alexandra Ananth, Sr. Planner
Date: August 10, 2022
Type of Item: Legislative – Amend the Park City Film Studios Annexation Ordinance and MPD

Recommendation

(I) Review the proposed amendments to 1) the Quinn’s Junction Partnership Annexation Master Planned Development Agreement ([MPD](#)) and 2) the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#); (II) Hold public hearings on both agenda items; (III) Identify any issues that need further clarification; and (IV) Continue the public hearing to October 26, 2022 for possible action.

Description

Applicant: Quinn Capital Partners, LLC (Gary Crandall, Manager)
Location: 4001 Kearns Boulevard (SR-248),
Zoning District: Community Transition (CT), with Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), Sensitive Land Overlay (SLO), and an MPD for a Film Studio and Media Campus
Adjacent Land Uses: Open Space and Recreation, Residential (MPD), Institutional Uses
Reason for Review: MPD amendments require Planning Commission action¹ and a recommendation to the Housing Authority (as applicable). Ordinance Amendments require Planning Commission review and City Council action.

Abbreviations

AMI	Area Medium Income
CT	Community Transition
CUP	Conditional Use Permit
ECPO	Entry Corridor Protection Overlay
MPD	Master Planned Development
RCO	Regional Commercial Overlay
SLO	Sensitive Land Overlay
AUE	Affordable Unit Equivalent
UE	Unit Equivalent

¹ LMC [§ 15-6-4\(H\)](#).

Summary

The Park City Film Studios Subdivision will consist of two separate lots once the recently approved Plat Amendment is recorded. Lot 1A will contain the developed portion of the Park City Film Studios, and Lot 1B is currently undeveloped. Both lots are subject to an [Annexation Agreement](#) and the Quinn's Junction Partnership Annexation Master Planned Development Agreement ([MPD](#)).

The applicant has submitted applications to amend 1) the [MPD](#), to allow for additional Uses, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only; and 2) the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#), the annexation and zoning Ordinance. ***Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements.***

The applicant has 282,575 square feet of Density under the existing MPD that has not been constructed. The applicant is proposing to amend the existing MPD to construct a mixed-use project, including Commercial Uses, up to 100 market-rate for-sale units, and 185 affordable for-rent units at 80% AMI. LMC [§ 15-6-8](#) states that "Affordable Housing units required as part of the MPD approval...do not count towards the residential Unit Equivalents of the Master Plan." The project requires 42.3 Residential Unit Equivalents which the applicant is proposing to divide into 65 Units.

Use	Units	SF
Commercial Uses	NA	60,000
Market Rate Units	100	142,000
Affordable Units	185	109,100
Total		311,100
Less Required UEs	42.3	(38,057)
Total Density		273,034

The applicant has submitted:

1. Conceptual Site Plans including a Phasing Plan (Exhibit C);
2. A Parking Analysis (Exhibit D);
3. A Trip Generation Analysis (Exhibit E); and
4. A Draft Housing Mitigation Plan (Exhibit F).

Background

The subject property is located at 4001 Kearns Blvd., adjacent to the Park City Film Studio. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the property, which resulted in a settlement that provided Park City with an option to consider the

annexation prior to development in the County. As a result, Park City approved a [Settlement Agreement](#), [Annexation Agreement](#), and the Quinn's Junction Partnership Annexation [Master Planned Development \(MPD\)](#) for the purpose of constructing 374,000 square feet of "motion picture studio and media campus" (as stated in the Settlement Agreement).

The site is in the [Community Transition](#) (CT) zone, with a [Regional Commercial Overlay](#) (RCO), [Entry Corridor Protection Overlay](#) (ECPO), and [Sensitive Land Overlay](#) (SLO) in addition to the MPD. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial Uses and square footage, as outlined in Exhibit C of the [Annexation Agreement](#) and inserted below. The zoning was adopted at the time of annexation to enable the Film Studio MPD.

Attachment C

FILM AND TELEVISION/RECORDING STUDIO -PARK CITY

	Squae Footage	Bldg Number	Bldg Total SF
STUDIO LODGING	85,000	1	
RECORDING STUDIO	2,500	1	
DESTINATION SPA	6,000	1	
			93,500
AMPITHEATER	6,000	2	
			6,000
SPECIAL EVENT STAGE	15,000	3	
SCREENING ROOMS	14,000	3	
ENTERTAINMENT VENUE	3,000	3	
PERFORMANCE AREAS/ OTHER VILLAGE VENUES	17,500	3	
			49,500
STUDIO STORE/ OTHER VILLAGE VENUES/OFFICES	20,000		
		4	
			20,000
STUDIO TOUR AREAS	6,000	5	
OFFICES/ OTHHER VILLAGE VENUES	9,000	5	
			15,000
FOOD SERVICES COMMISSARY/ OFFICES ANCHOR TENANT	50,000		
		6	
			50,000
SOUNDSTAGES	48,000	7	
PRODUCTION	25,000	7	
SUPPORT/OFFICES			
			73,000
LIGHTING & GRIP	10,500	8	
WORKSHOP/EQUIPMENT STORAGE	10,500	8	
			21,000
EFFECTS STAGE/ OFFICES	46,000		
		9	
			46,000
		TOTAL SF	374,000

Figure 1: MPD Approved Uses and Density

To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A, and 7B on the approved site plan, Exhibit A and included below), associated parking, the main entrance, landscaping, and berming along Kearns Blvd, totaling 91,425 square feet of development Density. Currently, there are 282,575 square feet of remaining Density to be built on the property, for Uses and buildings consistent with the Annexation Agreement and MPD.



Figure 2: MPD Approved Phasing and Site Plan

Article II, Section 2.5(c) of the [Annexation Agreement](#) (page 3) states that no open space, setbacks, or affordable housing requirements may be imposed on the MPD.

In 2021, while considering a phasing plan amendment to construct the allowed hotel building, the City Council indicated a willingness to entertain further amendments to the Annexation and MPD to produce more community benefits, including affordable housing, for the remaining conditionally approved Density. Former Mayor Andy Beerman and Council designated former Councilmembers Steve Joyce and Nann Worel, now Mayor, with reviewing the applicant's new concept plan in more detail.

The Planning Department, Housing staff, and Council liaisons met with the applicant on several occasions to discuss the possibility of housing on the site, and the City's need for affordable/attainable units. Included in these meetings was a tour of the applicant's recently completed project, *The Commons*, a mixed-use affordable apartment complex, in Newpark at Kimball Junction. The group continued to work with the applicant on a conceptual site plan that includes mixed-income housing, retail, smaller-scale community oriented commercial spaces, a public plaza, and a transit center/bus stop.

On December 9, 2021, the applicant returned to Council to present their concept for proposed parcel 1B ([Work Session Staff Report](#), [Minutes](#)). Overall, the Council appeared to unanimously support the proposed change from a Film Studio Campus to a mixed-use development with a strong affordable/attainable housing component at an average of 80% of Area Median Income (AMI) and a Density consistent with the original MPD.

On February 3, 2022, the applicant received approval to subdivide the original parcel into two (2) legal Lots of record ([Ordinance 2022-06](#)). Lot 1A now consists of 8.622 acres and contains the existing Film Studio Campus. ***The applicant is not proposing any changes to this portion of the site and the existing MPD would still govern Lot 1A.*** See Figure 3 on next page.

Lot 1B consists of 20.464 acres and would contain the remaining Density to be developed with commercial and residential Uses. The applicant is seeking to amend the existing Annexation Ordinance and MPD for this portion of the site only.

On May 25, 2022, a Work Session was held to give the Planning Commission an overview of the proposed project, and identify issues that should be addressed by the applicant prior to a public hearing ([Staff Report](#), [Minutes](#)).

Staff requested input on several issues including:

1. If each proposed phase of construction should require a full CUP or could be considered under an Administrative CUP as the current MPD allows.
2. If the Film Studio could be considered the commercial anchor required by the RCO zone.
3. If the Trip Generation Analysis should be reviewed by a third-party engineer.
4. Whether the number of affordable units provided, and the proposed site plan justifies the proposed zone and MPD Amendments, as well as the proposed increase in Building Height.
5. If the Commission was ready to provide a positive recommendation on the Applicant's Housing Mitigation Plan to the City's Housing Authority.

In addition, the Planning Commission asked for clarity on the number of affordable units required and the phasing of these units, along with, more information on the total gross square footage of the project versus the approved Density, what the AMI and rents will be, clarification of the Building Heights and Setbacks, a list of allowed Uses

Figure 3: Approved Plat showing Lots 1A and 1B.



Analysis

Project Description and Proposed Phasing

The applicant is proposing a mixed-use project with approximately 60,000 square feet of commercial Uses, up to 100 market-rate for-sale residential units totaling 142,000 square feet, and 185 affordable for-rent residential units totaling 109,100 square feet. The project requires 42.3 Affordable Unit Equivalents (AUEs) which the applicant is proposing to deliver in Phase 1 in the form of 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1. In addition to the required affordable units, the applicant is proposing 120 "additional" affordable units that will be delivered partially in phase 1 (55 additional affordable units) and partially in Phase 4 or earlier (65 additional affordable units). The proposed bedroom mix and size of the affordable units is as follows:

Affordable Units	Number	Size	Square Feet
Studios	77	400	30,800
1 Bedrooms	63	600	37,800
2 Bedrooms	30	800	24,000
3 Bedrooms	15	1,100	16,500
Units	185		109,100

Phase 1 consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling 90,000 square feet. Each building is 3-stories with a proposed Building Height of 45 feet, exceeding the zone height of 28 feet. Both buildings contain 15,000 square feet of commercial space on the ground floors and 30,000 square feet of 80% AMI rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately 120 affordable housing units, including and exceeding the applicant's entire Affordable Housing Requirement with 65 required units and 55 additional affordable units. There are no market rate units in Phase 1.

Phase 2 consists of two commercial buildings totaling 30,000 square feet. Each building is 1-story with a Building Height of 28 feet, meeting the zone height. Each building contains 15,000 square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.

Phases 1 and 2 will utilize surface parking stalls and the Planning Department recommend a Condition of Approval that the applicant construct at least the required number of parking stalls for each Phase of Development prior to receiving any Certificates of Occupancy.

Phase 3 consists of 48 for sale market-rate townhomes in six clusters of eight units

totaling 72,000 square feet. Each unit is 2-stories totaling 1,500 square feet with a proposed building height of 25 feet, meeting the zone height, and contains 2-3 bedrooms. A single-car garage and access to surface parking are included with each townhome. ***The first two townhomes are located within the 150-foot Entry Corridor Protection Overlay (ECPO), which has a maximum Building Height of 20 feet. The applicant is seeking an exception to the Building Height for two townhomes to be 25 feet in Height where only 20 feet is allowed.*** There are no affordable units proposed for Phase 3.

Phase 4 consists of one market-rate building of 70,000 square feet. The building is 3-stories with a Building Height of 40 feet, exceeding the zone height, except for ***a small portion of the building located in the ECPO which will be restricted to a maximum Building Height of 25 feet.*** This building will contain a maximum of 52 for-sale market-rate units and 72 underground parking stalls for residents of the building.

The site plan also includes one additional 4-story, for-rent affordable housing building totaling 43,518 square feet to be built concurrent to the Phase 4 market-rate building or earlier. The building is 48 feet, exceeding the zone height and ***the balance of the “additional” affordable units, 65 units, will be constructed in this building. The Planning Department recommends a Condition of Approval that Certificates of Occupancy for the Phase 4 market-rate units be tied to the Certificates of Occupancy for the Phase 4 affordable housing units.***

Section 4.5 of the existing [MPD](#) expressly states that “Pursuant to the Annexation Agreement, no affordable housing is required for this MPD.” However, the recent Subdivision reviewed by the Planning Commission on January 12, 2022, and approved by Council on February 3, 2022 ([Ordinance 2022-06](#)), Condition of Approval 8, states ***“The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City’s current Affordable Housing Resolution shall apply.”*** The applicant is proposing to meet and exceed the City’s affordable housing requirements with this project. ***It is because the applicant is proposing to construct 185 affordable housing units that the Council was willing to conceptually support the proposed project.***

The proposed site plan for Lot 1B includes 311,100 square feet of total development. However, as affordable units that are required as part of an MPD approval do not count towards the calculated Density, the proposal totals 273,034 square feet, less than the remaining conditionally approved Density of 282,575 square feet. With the 91,425 square feet of Density built on the Film Studio portion of the site (Lot 1A) the entire project is 364,459 square feet, less than the 374,000 square feet the site was originally approved for. ***The Planning Department recommends a Condition of Approval include that no additional Density be built on Lot 1A and that Lot 1B is subject to a maximum Density of 311,100 square feet of total development, consistent with the site plan reviewed by the Planning Commission.***



Figure 4: Proposed Site Plan



Figure 5: Proposed Phasing Plan

Uses

Under the current MPD, the remaining 282,575 square feet of Density are all conditionally approved to commercial Uses as specifically identified in the Settlement Agreement and Annexation Agreement (see Page 3 of this Staff Report), including lodging, destination spa, store, offices, food services, etc. The applicant is now seeking to modify the Uses allowed under the CT-RCO zoning applicable to the MPD.

See LMC § [15-2.17-2](#) and § [15-2.23-2](#), Uses, for a complete list of Allowed and Conditional Uses in the CT and RCO Districts. Allowed Uses include Nightly Rentals, Home Occupation, Child Care, Private Recreation Facilities, and Food Trucks; however, some of these uses require a CUP. Conditional Uses include Multi-Unit Dwelling, Child Care Center, Hotel, Office and Medical Clinic, Retail and Service Commercial, Neighborhood Convenience, Restaurant and Bar, Parking or Garage, Recreation Facility, Entertainment.

The applicant is proposing to Amended the MPD to allow for potential commercial Uses including the Allowed and Conditional Uses listed in LMC § [15-2.17-2](#), and § [15-2.23-2](#).

LMC § [15-2.17-4](#), Criteria For Commercial Development, in the RCO zoning district, requires that each proposal must include one commercial anchor, a minimum of 30,000 square feet in size, and a maximum of 65,000 square feet. The Planning Department notes that none of the proposed buildings include commercial space greater than 30,000 square feet. ***At the May 25, 2022, Work Session the majority of the Commission indicated that they were comfortable allowing the Film Studio to serve as the commercial anchor for the site.***

Parking and Trip Generation

The applicant submitted a Parking Analysis from Fehr and Peers 's indicating the proposal requires approximately 649 parking stalls depending on the commercial Uses (Exhibit D).

The applicant is proposing 560 stalls, leaving an 89-stall deficit for the proposed commercial Uses, as the applicant is proposing to meet the parking requirements for the residential portion of the site.

The LMC [§ 15-3-6\(A\)](#), Parking Ratio Requirement for Residential Uses is detailed below, indicating that 343 stalls are required for the market-rate and affordable units, leaving 217 stalls available for the 60,000 square feet of commercial Uses.

Unit Type	Number	Parking Ratio	Parking Requirement
Market--rate units*	100	1.5	150
Affordable Units < 1,000 sf.	170	1	170
Affordable Units > 1,000 sf.	15	1.5	22.5
Total Residential Requirement	285		342.5

* All under 2,000 square feet

The LMC [§ 15-3-6\(B\)](#), Parking Ratio Requirement for Non-Residential Uses varies, depending on the intensity of the Use. For example, Office and Retail Uses require 3-5 spaces per 1,000 sf of leasable floor area. Shopping Centers or complexes of multi-tenant retail spaces require 3.5 spaces per 1,000 sf of leasable floor area. Restaurants require 1 space for every 100 sf of net leasable area. Child Care Centers require 1 per on-duty staff per shift and one per 6 children.

If the “Shopping Centers or complexes of multi-tenant retail spaces” ratio of 3.5 stalls per 1,000 square feet were applied to the 60,000 square feet of proposed commercial space the parking requirement would be 210 stalls. 210 commercial Use stalls plus 343 residential stalls equal 553 stalls. With 560 stalls proposed, the applicant would meet the parking requirements under this scenario.

However, if more intense Uses such as Restaurants, Medical Office, or Major Retail occupy some of the space, the parking requirement increases. The Fehr and Peers Parking Analysis proposes a potential breakdown of commercial Uses and Parking Requirements below, requiring 312 commercial Use parking stalls, which exceeds the available 217 commercial stalls. If the commercial Uses were granted a 30% parking reduction the 312-parking stall requirement becomes 219 stalls, just exceeding the 217 number of commercial parking stalls.

Use	1,000 sf	Parking Ratio	Parking Requirement
Restaurant	12	1 per 100 sf	120
General Office	6	3 per 1000 sf	18
Medical Office	6	5 per 1000 sf	30
Minor Retail	18	3 per 1000 sf	54
Major Retail	18	5 per 1000 sf	90
Total	60		312

LMC [§ 15-3-7](#), Parking in Master Planned Developments and Conditional Use Permits, allows the Planning Commission to reduce the initial parking requirement to prevent excess parking and paving, provided the applicant can prove that the proposed parking is adequate with a parking study. The parking study must analyze whether “parking uses will overlap, commercial spaces within the project will serve those residing within the project rather than the general public, or other factors that support the conclusion

that the project will generate less parking than the Code would otherwise require.”

The Parking Requirements for the commercial portion of the site vary with the Use, and the Planning Department recommends the applicant submit a shared parking analysis to help analyze a reasonable parking reduction for the commercial portion of the site, so the applicant does not need to amend the MPD as commercial Uses change over time. The Planning Department also recommends that all commercial Uses require an Administrative CUP to ensure that the parking reduction is not exceeded.

The applicant submitted a Trip Generation Memorandum also prepared by Fehr & Peers, which compares the trip generation of the proposed MPD to the Film Studio MPD, including 200 dwelling units and 60,000 square feet of Commercial Uses (Exhibit E). The resulting analysis shows that the proposed mixed-use project decreases daily trips by approximately 40% when compared to an all-commercial project (the remaining uses to be constructed under the current MPD). However, the Trip Generation Memorandum does not include the existing Film Studio trip generation and does not include 85 additional affordable housing units now proposed in the project. ***Prior to a vote on this project the applicant should revise the Trip Generation Memorandum to include the above information so that the Planning Department and Planning Commission can fully vet the applicant’s proposal.***

Should the Planning Commission choose to approve this project the Planning Department recommends a Condition of Approval that parking be phased to ensure that there will be sufficient parking for all uses at all times prior to project completion.

Affordable Housing Resolution Requirements

Park City Resolution [05-2021](#) is the City’s Affordable Housing Resolution currently in place, and requires that Developers provide affordable housing units in an amount of Affordable Unit Equivalents (AUEs) equal to 20% of the total Residential Unit Equivalents (RUEs) in the project. Required Affordable Housing Units developed on-site in fulfillment of this requirement are not included in the Density calculation for the MPD. For Commercial Development, the Developer is required to mitigate 20% of the employees generated, according to formulas in Table 1, Resolution 05-21.

The applicant submitted a Draft housing Mitigation Plan, calculating the Unit Equivalents required for the Residential and Commercial portions of the project (Exhibit F). The applicant’s Draft Housing Mitigation Plan notes the applicant is proposing 141,000 square feet of market-rate residential development, or 70.5 RUEs.

70.5 RUEs multiplied by the residential mitigation rate of .2 equals 14.1 AUEs required. Pursuant to the Affordable Housing Resolution, one AUE = 900 square feet. Therefore, the applicant is required to provide 12,690 net square feet of AUEs to mitigate the market rate housing.

Studio Crossings Residential Density					
Market Rate SQFT	REU	AUE	Net Livable Space		
141,000	70.5	14.1	12,690		
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Studio Crossing Assumed Use Based on Newpark Retail Mix					
Use	FT	Use Mix	SQFT	Employees	Net Livable Space
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Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.4	
Mitigation Rate X 0.2				42.3	
AUEs / 1.5				28.2	25,367.44
*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.					
Total Affordable Housing Obligation					
Net Livable Space	AUE				
38,057.44	42.29				

Table from the Applicant's Draft Housing Mitigation Plan

For the 60,000 square feet of commercial Uses, the project is estimated to generate 211.44 employees.

211.4 employees multiplied by the mitigation rate of .2 equals 42.3 employees.

42.3 employees divided by 1.5 workers per household equals 28.2 AUEs required. Therefore, the applicant is required to provide 25,368 net square feet of livable space for the proposed commercial Density.

The applicant, therefore, has a total Affordable Housing Obligation of 42.3 AUEs or 38,058 square feet. If the project numbers change, the Affordable Housing Obligation must be adjusted accordingly.

The applicant is proposing to construct all 65 units or 42.3 AUEs (38,058 square feet) of Affordable Housing in Phase 1, as part of its proposal to amend the 2012 MPD, meeting the City's current Affordable Housing Resolution, as follows.

Type	Units	Size	Total	
Studios	27	400	10,800	
1 Bedroom	23	600	13,800	
2 Bedrooms	10	800	8,000	
3 Bedrooms	5	1,100	5,500	
Units	65		38,100	
		@ 900 SF	42.3	AUEs

Additional Affordable Housing Units

In addition to meeting the City's Affordable housing Obligation in Phase 1, the applicant is proposing to construct an "additional" 55 affordable housing units in Phase 1, and 65 more "additional" units as part of Phase 4, for a total of 120 "additional" affordable housing Units or 78.8 AUEs as follows:

Type	Units	Size	Total	
Studios	50	400	20,000	
1 Bedroom	40	600	24,000	
2 Bedrooms	20	800	16,000	
3 Bedrooms	10	1,100	11,000	
Units	120		71,000	
		@ 900 SF	78.8	AUEs

As noted earlier, the Planning Department recommends a Condition of Approval that Certificates of Occupancy for the Phase 4 market-rate units are tied to the Certificates of Occupancy of the additional 120 affordable units.

Eligibility and Pricing

The applicant is proposing that all the affordable units, both the 65 required and the 120 "additional" affordable units, will be rental units available at 80% AMI. The 2021 Park City [Housing Needs Assessment](#) indicates an extreme shortage of long-term rental inventory, and the City has set a goal of developing 600 new units by 2026. ***The applicant's proposed 185 units would contribute significantly to the City's affordable housing needs and goals.*** With a proposed bus stop and connections to existing trails, the proposed site appears to be a good location for affordable housing units. The Planning Department notes that the adjacent Park City Heights contains 79 affordable housing units, and the recently annexed Clark Ranch property may include additional affordable units in the immediate vicinity in the future.

The applicant has agreed to a Condition of Approval that all 65 of the required affordable housing units will be deed-restricted, will meet the City's current Affordable Housing Resolution, and will be built in the first phase of construction.

A qualified third-party professional property management company will manage the rental of the units. Rental rates will be priced affordable to households with incomes ranging up to 80% of Summit County AMI, consistent with Resolution 05-21. The Planning Department recommends these commitments also be included in Conditions of Approval.

The applicant has stated that initially, the applicant shall use a geographic waterfall approach in selecting from applicants in the following priority:

1. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including but not limited to employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, Summit Pediatrics, etc.
2. Qualifying applicants employed within Park City boundaries.
3. Qualifying applicants employed within the Park City School District boundaries.
4. Qualifying applicants employed within Summit County (additional affordable units only).

The applicant has stated that the "additional" 120 affordable units will be available to eligible households at up to 120% of Summit County AMI. However, all rental rates charged will be at 80% of AMI, regardless of the AMI of individual households, meeting the City's definition of affordable. All gross rental rates will include any Homeowner Association fees or assessments that may be charged against the units, and this will be a Condition of Approval.

Amenities available to residents of the affordable units include a sheltered bus stop, e-bike station, community plaza, sports court, protected bike storage, outdoor dining, electric car charging station, green and dog-friendly space, and an internal pedestrian and bike trail system with connections to the broader Park City trail system.

At the May 25, 2022, Work Session some Commissioners requested the applicant seek to broaden the AMI served by the development as there is a significant need for units below 80% AMI. The applicant has indicated that they have looked at this concern but are not able to make the financials of the project work at a lower AMI.

Housing Needs Assessment/General Plan Consistency

The need for affordable housing is underscored by Park City's population and employment statistics. According to the 2021 [Housing Needs Assessment](#), Park City is the only city in Utah where the number of jobs (11,000) outnumbers the population (8,500), requiring extraordinary levels of commuting by relatively low-wage workers. The lack of affordable housing contributes to the local labor shortage, the high cost of local services, reduced air quality, and traffic congestion at peak hours.

Goal 7 in Park City's General Plan addresses the need to create a diversity of primary housing opportunities. "By creating a mix of housing stock at varying price ranges, sizes, and designs, residents will have local options, whether they are seasonal workers, young professionals, families, empty nesters, or retirees." Varying price ranges are essential if the city is to meet its goal of 15% of workforce housing needs.

The applicant's proposal to provide 185 affordable units would meet the demand of approximately 2.3% of the more than 8,000 out-of-county workers commuting daily to Park City, bringing the City's affordable housing inventory up to approximately 8.3% of the workforce.

Building Height

The maximum Building Height in the CT zone is 28 feet with additional Height and Setback restrictions for the [ECPO](#). The RCO allows for the **City Council** to grant a height exception upon recommendation from the Planning Commission. The standards for review of any height exception include the following:

1. The visual impacts of the Structure on existing Structures.
2. Potential shadows, loss of solar Access, air circulation, view corridors, or ridge line intrusion.
3. Traffic, circulation, and adjacent Open Space.
4. Compatibility of the proposed Building with adjacent Buildings.
5. Landscaping, buffer Areas, and other physical separations to mitigate and buffer the Building from adjacent Uses.
6. The Side Yard between Building(s), adjacent Streets, and alleys and their relationship to pedestrian traffic and Open Space.
7. Provision of more than the required sixty percent (60%) Transferred Development Right (TDR) Open Space within the project.
8. Reduction of the height of other Buildings or portions of a Building to a point that is lower than the underlying Zone Height.
9. Provision of exemplary architecture, high-quality materials and finishes, and in general, a superior plan and project results.
10. No net increase in the allowable square footage or Building volume above Grade over what is possible under the Zone Height.

MPDs also allow for the Planning Commission to consider an increase in Building Height based on a Site-specific analysis. The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made, according to Subsections (1) through (5) below. To grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;
2. Buildings have been positioned to minimize visual impacts on adjacent

Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site-specific analysis;

3. There is adequate Landscaping and buffering from adjacent Properties and Uses;
4. Increased Setbacks and separations from adjacent projects are proposed;
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;
6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.

If and when the Planning Commission grants additional Building Height based on a Site-specific analysis, the approved additional Building Height shall only apply to the specific plans reviewed and approved by the Planning Commission. Additional Building Height shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development that includes a Building with an additional Height allowance.

Section 2.5(e) of the [Annexation Agreement](#) specifically discusses Building Height for ***the existing MPD and allows for Building Height exceptions*** including:

- The maximum building height of 50 feet for sound stages, or a maximum height not to exceed 60 feet in Pad 7 of the site plan in the event a major, long-term film production contract necessitates the full studio height. (Pad 7)
- Non-Sound stage buildings:
 - No more than 70% of the remaining buildings on the campus are between 36-40 feet in height.
 - Remaining buildings on the campus are not greater than 28 feet in height (the CT Zone height limit).
 - No building shall be greater than 28 feet in height unless located more than 150 feet from the centerline of a public roadway.
 - Smaller buildings are massed and/or placed strategically to break up the volumes of the Sound Stage Buildings. This “stepping” will mitigate the appearance of the vertical façade of the taller buildings.

Proposed Building Heights range from 25 feet to 48 feet, with most of the taller buildings located in the center or rear (east side) of the site. One exception to this is the market-rate Multi-Unit Dwelling located adjacent to SR-248, which is proposed at 40 feet in Height, although the portion of this building that is located within the 200-foot EOPC Setback is 25 feet, meeting the EOPC Building Height Requirement. ***The proposed townhomes meet the Building Height requirements except for the two units closest to SR-248, for which the applicant is seeking a Building Height exception from the EOPC requirements.***

Although the project is amending the existing MPD and is not filing as an Affordable Master Planned Development (AMPD) because the proposed amount of commercial space in the project exceeds what the Code allows, the AMPD code allows non-perimeter buildings to be up to forty-five feet (45') in height from Existing Grade when certain criteria are met. ***The applicant's proposed Maximum Building Height is 48 feet for the tallest building at the back of the site, marginally exceeding the AMPD Maximum Building Height of 45 feet but requiring the City Council to grant Building Height Exceptions from the CT-RCO 28-foot zone Height for four of the proposed Multi-Unit Dwellings plus two townhomes, upon recommendation from the Planning Commission.***

The Planning Department finds that the proposed Building Height Exceptions are consistent with the Film Studio MPD Building Height Exceptions and meet the standards for review of the CT-RCO zone included above.

At the May 25, 2022, Work Session the majority of the Commission indicated that they were comfortable with the proposed Building Heights Exceptions.

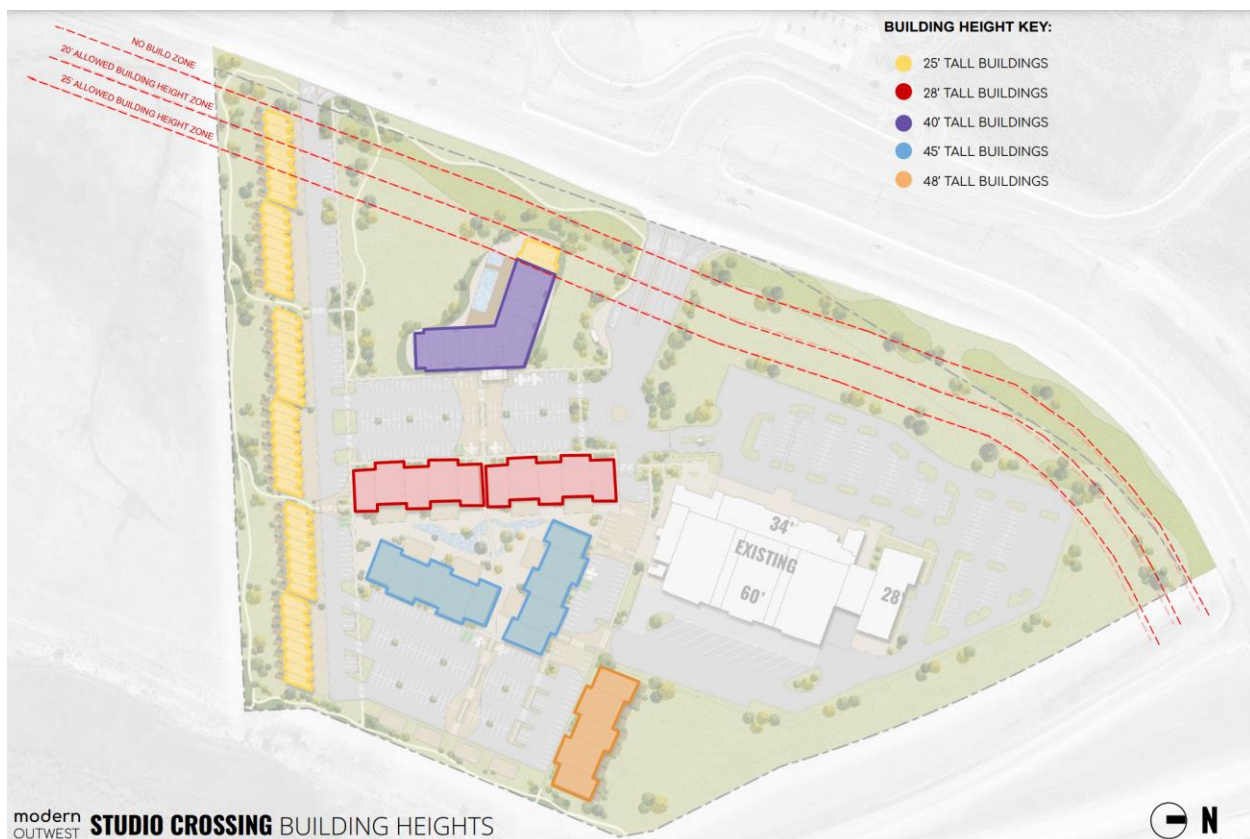


Figure 6: Applicant's Site Plan with Building Heights.

Open Space

MPDs require a minimum of 60% Open Space. However, ***the existing MPD has no minimum Open Space requirement per the Annexation Agreement.***

The applicant's conceptual site plans include an Open Space Analysis indicating that the original MPD would have had 39.3% Open Space, and the proposed site plan will have 54.7% Open Space, and therefore increases the amount of Open Space on the overall site.

Sensitive Land Overlay

Although this site is located in the SLO, neither the Ordinance, Annexation, or MPD discuss this or impose specific restrictions or conditions. The Planning Commission should consider if they will need additional Visual Assessment images from any of the Vantage Points listed in the SLO (Osguthorpe/McPolin Barn, Treasure Mountain Middle School, Intersection of Main Street and Heber Avenue, Park City Ski Area Base, Snow Park Lodge, Park City Golf Course Clubhouse, Park Meadows Golf Course Clubhouse, Utah Highway 248 at the turn-out one quarter mile west from U.S. Highway 40, Highway 224, 2 mile south of the intersection with Kilby Road).

The site contains no significant slopes, ridge lines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps. Although there is some evidence of wildlife crossings from the south to the north across SR-248 in the general area, there is significant open space surrounding the project site and the Planning Department does not have significant concerns that the proposed project will materially impact wildlife. ***The Planning Commission may require the applicant to complete a study analyzing any impacts to wildlife habitat and crossings if there are concerns.***

Sustainability

When reviewing an MPD, the Planning Commission must be able to make the findings listed in LMC § [15-6-6](#), including that the project "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." ***The applicant should review and address these criteria at the public hearing.***

Secondary Egress onto SR-248

At the May 25, 2022, Work Session the Commission expressed concerns with the secondary entrance to/from SR-248. The applicant is aware that they must seek UDOT approval for this access and has proposed a "pork-chop" style island and signage that will limit turns to right in and right out only, from this secondary access point. As the primary access is signalized, it is not anticipated that patrons to the site other than residents will choose to use this access as it is less convenient and requires driving through the parking area. The original MPD includes a secondary access onto RS-248 in approximately the same area.

Pedestrian and Bike Trails

The applicant's conceptual site plans include a pedestrian and bike plan and show a connection to the City's Trail System.

Transit

The applicant has revised the location of the bus pick-up and drop-off area to minimize conflicts with other vehicles and has created a dedicated area out of traffic for the bus stop. The bus stop includes a shelter and adjacent e-bike station.

80% AMI and Rents

The applicant has included information on the 2022 Summit County 80% AMI and Rents in their submittal.

Nightly Rentals

At the May 25, 2022, Work Session the Commission expressed concerns with the applicant's interest in allowing nightly rentals in the for-sale condominium units. Nightly rentals are not allowed in the CT Zoning District but are allowed under the RCO District. The applicant has indicated that the ability for nightly rentals in the market-rate units directly contributes to the number of additional affordable housing units the applicant is able to provide. ***At the Public Hearing the Planning Commission should consider whether the "additional" 120 affordable units sufficiently offset concerns regarding nightly rental allowances in the market-rate units.***

Project Summary

The applicant is proposing to amend the Quinn's Junction Partnership Annexation [MPD](#), to allow for additional Uses including 185 affordable housing units at 80% AMI, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only. Lot 1A will remain subject to the original Annexation, Zoning and MPD Agreement.

The applicant is also proposing to amend the the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#), to allow for a mixed-use affordable housing development. The existing zoning would be maintained but the amended MPD would allow for a broader set of commercial Uses as well as affordable housing on future Lot 1B.

Additional Issues

In addition to the above, the Planning Department notes the following:

1. The Planning Commission must make a recommendation to City Council on the requested exceptions to Building Height.
2. The applicant must seek approval of their Housing Mitigation Plan from the City's Housing Authority.
3. The applicant will need UDOT approval for the second access which will be limited to right turns in and out only.
4. If the Planning Commission and City Council choose to approve the project and Building Heights a Development Agreement will be drafted for ratification by the Planning Commission.
5. The subject property is currently serviced by Summit Water Distribution Co. A Condition of Approval shall indicate that prior to the Planning Commission's

ratification of the Development Agreement, the applicant shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC [§ 15-7.3-6](#), Water Facilities, confirming that 1) Summit Water has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the applicant to submit responsive information regarding LMC 15-7.3-6.

Exhibits

- Exhibit A: MPD Approved Site Plan
- Exhibit B: Applicant's Project Narrative
- Exhibit C: Applicant's Conceptual Site Plans
- Exhibit D: Applicant's Parking Analysis
- Exhibit E: Applicant's Trip Generation Analysis
- Exhibit F: Applicant's Draft Housing Mitigation Plan
- Exhibit G: Letter of Support from the City's Housing Team