



PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
July 27, 2022

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, July 27, 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. PUBLIC COMMUNICATIONS**
- 3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES**
- 4. WORK SESSION**
 - 4.A 1875 Homestake Road -- Affordable Master Planned Development and Conditional Use Permit --** The Applicant Proposes Constructing 200,432 Square Feet on Lot B of The Yard Subdivision - First Amended for 123 Units Totaling 103,060 Square Feet (46 One-Bedroom Units, 74 Two-Bedroom Units, and 3 Three-Bedroom Units), 6,461 Square Feet of Amenity Space, and 42,237 Square Feet for 125 Underground Parking Spaces in the General Commercial Zoning District. 80% of the Units are Proposed to be Affordable and 20% Market Rate. PL-22-05288. (45 mins.)
[Homestake Affordable Master Planned Development Staff Report](#)
[Exhibit A: Applicant's Narrative](#)
[Exhibit B: The Yard Subdivision - First Amended](#)
[Exhibit C: Proposed Affordable Master Planned Development](#)
 - 4.B Moderate Income Housing Plan and Report –** The Planning Commission Will Discuss the City's Moderate Income Housing Plan Element of the General Plan that Establishes Goals and Strategies to Incentivize Development of Affordable Housing and the Annual Report to the State on the City's Affordable Housing. (60 mins.)

[Moderate Income Housing Plan Staff Report](#)
[Exhibit A: 2022 MIHP Working Draft](#)
[Exhibit B: HB462 Moderate Income Housing Strategies](#)

- 4.C **732 Crescent Tram Plat Amendment** – The Applicant Proposes to Combine Parcels to Create a Three (3) Lot Subdivision in the Historic Residential (HR-1) Zoning District. (45 mins.)

*No Action Will Be Taken on This Application

[Crescent Tram Subdivision Staff Report](#)

[Exhibit A: Project Intent](#)

[Exhibit B: Planning Department's Neighborhood Lot Size Analysis](#)

5. REGULAR AGENDA

- 5.A **517 Park Avenue - Plat Amendment** - The Applicant Proposes Removing the Internal Lot Line Common to Lots 4 and 5 in Block 5, Park City Survey to Create A Single Lot-of-Record.

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on September 15, 2022 (30 Min.)

[Bardsley Plat Amendment Staff Report](#)

[Exhibit A: Bardsley Draft Ordinance No. 2022-XX and Proposed Plat](#)

[Exhibit B: Survey No. S-983](#)

[Exhibit C: January 29, 1990 Planning Staff Letter](#)

[Exhibit D: June 19, 1989 - HDC Meeting Minutes](#)

[Exhibit E: July 22, 1991 - HDC Meeting Minutes](#)

[Exhibit F: August 15, 1991 - HDC Meeting Minutes](#)

[Exhibit G: 1992 CAD Application](#)

[Exhibit H: May 13, 1992-Planning Commission Meeting Minutes](#)

[Exhibit I: June 26, 1992 - Notice of Planning Commission Action](#)

[Exhibit J: May 14, 1992-City Council Meeting Minutes](#)

[Exhibit K: Special Warranty Deed](#)

[Exhibit L: May 3, 1993 " Planning Department Letter](#)

[Exhibit M: History of Prior Approvals](#)

[Exhibit N: Determination of Non-Historic Significance](#)

[Exhibit O: Applicant Narrative of Plat Intent](#)

- 5.B **14 Iron Canyon - Plat Amendment** - The Applicant Proposes to Adjust the Platted Building Envelope to Build a New Home. PL-22-05232 (10 mins)
(A) Public Hearing; (B) Possible Recommendation to City Council on September 1, 2022

[14 Iron Canyon Plat Amendment Staff Report](#)

[Exhibit A - Draft Ordinance 2022-XX Iron Canyon](#)

[Attachment 1: Iron Canyon Subdivision Lot 33 - Building Pad Adjustment](#)

[Exhibit B: Survey with Existing Conditions](#)

[Exhibit C: Applicant Project Narrative](#)

[Exhibit D: Site Photographs](#)

[Exhibit E: Iron Canyon Subdivision Plat](#)

[Exhibit F: Approved Iron Canyon Subdivision Plat Amendments](#)

[Exhibit G: Arborist Report on 14 Iron Canyon Court](#)

- 5.C **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. PL-21-05056 and PL-21-04917. (10 mins.)

(A) Public Hearing; (B) Action
Founders Place Development Agreement Staff Report
Exhibit A: Draft Founders Place Development Agreement
Attachment 1 - January 12, 2022 Project Approval
Attachment 2 - Housing Mitigation Plan
Attachment 3 - Legal Description
Attachment 4 - Community Benefit Agreement
Exhibit B: Founders Place Subdivision
Exhibit C: Founders Place Condominiums Phase I
Exhibit D: Restrictive Covenant Protecting Affordability
Exhibit E: Community Benefit Covenant

6. ADJOURN

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting.

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

Planning Commission Staff Report



Subject: 1875 Homestake Drive
Applications: PL-22-05288 | PL-22-05300
Author: Spencer Cawley
Date: July 27, 2022
Type of Item: Affordable Master Planned Development
Multi-Unit Dwelling Conditional Use Permit

Disclosure

Park City Municipal Corporation owns 1875 Homestake Road and proposes an affordable housing development of the property through a public-private partnership with J Fisher Companies.

Recommendation

Staff recommends the Planning Commission conduct an introductory work session for the Affordable Master Planned Development and Multi-Unit Dwelling Conditional Use Permit proposed for 1875 Homestake Road.

Description

Applicant: Park City Municipal Corporation, represented by Peter Tomai
J Fisher Companies, represented by Rory Murphy

Location: 1875 Homestake Drive

Zoning District: General Commercial

Adjacent Land Uses: The Blind Dog and Boneyard Restaurants (1251 Kearns Boulevard), Homestake Condos (1900 Homestake Road), Claimjumper Condos (1800 Homestake Road), Ironhorse Park Commercial Subdivision (1020 Iron Horse Drive), Rocky Mountain Power Substation (Parcel S-22), Recycle Utah (Parcel SA-224-X)

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

AMPD Affordable Master Planned Development
CUP Conditional Use Permit
LMC Land Management Code

¹ LMC [§ 15-1-8\(G\)](#)

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

Summary

The Applicant proposes a 123-unit Affordable Master Planned Development (AMPD) at 1875 Homestake Road on a 1.86-acre Lot in the General Commercial Zoning District and Bonanza Park Neighborhood (Exhibit A). 80% of the units are proposed to be deed restricted for affordable housing and 20% of the units are proposed to be market rate.



Background

1875 Homestake Road is the triangular-shaped Lot B of The Yard Subdivided – First Amended, a 1.86-acre Lot (Exhibit B). The property is surrounded by Homestake Road to the west, which is planned to be expanded with a 12-foot multi-use path, the future westward Munchkin Road expansion to the north (currently Recycle Utah), the Rocky Mountain Power Substation to the east, and the Ironhorse Park Commercial Subdivision to the south.

The image below prepared by Horrocks Engineers illustrates planned connectivity improvements to be implemented in the next few years to expand Homestake Road with a 12-foot multi-use path along the eastern side, to extend Munchkin Road westward (across the area that is now the Recycle Utah site), and to convert Woodbine Avenue to a one-way street with traffic directed southward from Kearns Boulevard. Staff superimposed surrounding uses and highlighted 1875 Homestake Road in green:



1875 Homestake Road is in the Bonanza Park neighborhood, which the General Plan identifies as a mixed-use neighborhood where locals live and work. According to the General Plan, “[t]he overriding goal for this neighborhood is to create new housing opportunities while maintaining the existing affordable housing units.” The General Plan also encourages multifamily residential uses to direct higher density to this area to provide life-cycle housing opportunities, including starter and step-down housing.²

The Applicant proposes a 123-unit Multi-Unit Dwelling with 80% deed-restricted affordable units and 20% market-rate units as follows:

Unit Type	Affordable	Market Rate	Total
One Bedroom	37	9	46
Two Bedroom	60	14	74
Three Bedroom	2	1	3
TOTAL	99	24	123

Please see Exhibit C to review the proposed plans.

² General Plan, [Neighborhoods 1](#), p. 30

Proposed Review Schedule

August 24, 2022	4:00 PM Site Visit 5:30 PM Work Session to discuss: • Traffic • Sustainability • Building Height and Setbacks
September 28, 2022	Public hearing and further discussion: • AMPD and CUP criteria
October 26, 2022	Public Hearing, and potential final action or continued discussion

Analysis

Affordable Master Planned Development

On February 25, 2021, the City Council adopted [Ordinance No. 2021-10](#), enacting a new Land Management Code (LMC) Chapter establishing Affordable Master Planned Developments (AMPDs) to incentivize the development of affordable housing through increased height, and reduced setbacks, height, and parking ([Staff Report](#); [Minutes](#), p. 19).

The purpose of AMPDs is to:

1. Incentivize public, private, and public-private development of Affordable Units for the workforce of Park City;
2. Create developments that include market-rate and Affordable Units and increase housing opportunities that are affordable to a wide range of incomes;
3. Increase Building Height and Density and decrease parking requirements for Affordable Units if impacts to the community are mitigated;
4. Ensure neighborhood Compatibility; and
5. Encourage mixed-use, walkable, and sustainable development and redevelopment that provides innovative and energy efficient design, including innovative alternatives to reduce impacts of the automobile on the community.³

AMPDs must contain at least ten Residential Unit Equivalents (RUEs)⁴ (20,000 square feet).⁵ At least 50% of AMPD Residential Unit Equivalents must be affordable.⁶ The Applicant proposes 80% affordable units and 20% market-rate units with 82,850 square

³ LMC [§ 15-6.1-1](#)

⁴ LMC [§ 15-15-1](#) defines a Residential Unit Equivalent as one per 2,000 square feet for Multi-Unit Dwellings.

⁵ LMC [§ 15-6.1-2\(A\)](#).

⁶ LMC [§ 15-6.1-2\(B\)](#).

feet (41.42 RUEs) for affordable units and 20,210 square feet (10.1 RUEs) for market rate:

Unit Type	Affordable	Market
One Bedroom 650 SF	37 24,050 SF 12 RUEs	9 5,850 SF 2.9 RUEs
Two Bedrooms 940 SF	60 56,400 SF 28.2 RUEs	14 13,160 SF 6.58 RUEs
Three Bedrooms 1,200 SF	2 2,400 SF 1.2 RUEs	1 1,200 SF 0.6 RUEs
TOTAL	82,850 SF 41.42 RUEs	20,210 SF 10.1 RUEs

According to the Applicant's Narrative (Exhibit A, p. 4):

The project will include 80% of all units as deed-restricted affordable housing using low-income housing tax credits ("LITCH") under Section 42 of the Internal Revenue Code. The affordability of the deed-restricted units is expected to average between 58-60% AMI across floorplans of one-, two-, and three-bedroom units. The deed-restrictions will be a minimum of 50-years or the length of the ground lease with PCMC. The remaining 20% of the units will be market-rate units"

Affordable units may differ from market-rate units with regard to interior amenities and Gross Floor Area provided that:

- These differences, excluding differences related to size, are not apparent in the general exterior appearances of the market-rate units within the AMPD
- These differences do not include insulation, windows, heating systems, and other features related to the energy efficiency of the AMPD⁷

In reviewing AMPDs, the Planning Commission evaluates Zoning District regulations, Setbacks, Building Height and Facades, Parking, Open Space, Site Planning, Sustainability, Traffic, and Active Transportation Connectivity. These criteria will be reviewed in detail in later meetings. The analysis below provides a preliminary overview.

⁷ LMC [§ 15-6.1-2\(C\)](#).

General Commercial Zoning District Regulations

An AMPD can only contain Uses that are allowed or Conditional for the Zoning District in which it is located.⁸ The proposed project includes one Multi-Unit Dwelling. In the General Commercial Zoning District, Multi-Unit Dwellings are a Conditional Use.⁹ The Applicant submitted both an AMPD and CUP application to be reviewed simultaneously.

Parking

LMC [§ 15-6.1-9](#) requires AMPDs to comply with LMC [Chapter 15-3](#), *Off-Street Parking*, unless the Planning Commission grants reduced parking based on a parking and traffic study and parking demand mitigation. The Applicant proposes satisfying parking demands on site and does not request reduced parking.

LMC [§ 15-3-6\(A\)](#) requires parking for Multi-Unit Dwellings based on square footage of the unit as follows:

Unit Size	Required Parking	Proposed Project	Project Requirement
Less than 1,000 SF	1 per Unit	120	120
1,000 SF – 2,000 SF	1.5 per Unit	3	4.5
2,000 SF or greater	2 per Unit	0	0
			TOTAL 125

The project proposes 131 parking spaces with 125 underground and six at grade. LMC [§ 15-3-11](#) requires conduit for future installation of 20 Electric Vehicle Charging Stations, and two Electric Vehicle Charging Station installations with the first being a dual-port that meets ADA standards.

Open Space

LMC [§ 15-6.1-10\(A\)](#) requires 20% Open Space and “On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, and significant landscaping are encouraged. Open Space may not be used for Streets, roads, or Parking Areas.” LMC [§ 15-15-1](#) defines *Open Space, Landscaped* as “Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hard-scaped plazas, and public pedestrian amenities, but excluding Buildings or Structures.”

⁸ LMC [§ 15-6.1-3](#)

⁹ LMC [§ 15-2.18-2\(B\)\(4\)](#)

The Homestake AMPD is on a 1.86-acre lot, totaling 80,846 square feet. The proposed landscaped open space includes maple, Colorado spruce, and spring snow crabapple trees with shrubs and a grass/play area. The Homestake AMPD also proposes a hardscaped plaza area with raised planters. The following Open Space is proposed:

Open Space – Landscape	16,614 square feet (20.55% of the site)
Open Space – Hardscape	7,777 square feet (12.09% of the site)
TOTAL	26,391 square feet (32.64% of the site)

Sustainability

The [City's adopted ambitious climate and energy targets](#) are to be net-zero carbon and running on 100% renewable electricity by 2022 for municipal operations and by 2030 community-wide. As a result, the Applicant is working with the Sustainability Department regarding net-zero development standards. Staff anticipates further discussion in the November public hearing.

Requested Planning Commission Input

The Applicant requests Planning Commission on the following (See Exhibit A, Applicant's Narrative):

- There are 6,461 square feet of amenity space and proposed uses include child playrooms, storage, bike storage, bike maintenance, and music rooms. The Applicant would like to discuss the uses with the Planning Commission and Staff and mutually determine what uses are appropriate (p. 5).
- There is a Rocky Mountain Power substation adjacent to the property on the eastern boundary. "There have been concerns raised regarding that such proximity to a substation may bring to the health of the most vulnerable occupants of the proposed building in the form of Electromagnetic Fields (EMFs). . . Expert testimony can be arranged if it would help the Planning Commission's understanding of the situation" (p. 6).
- The Applicant proposes a wall to screen the substation from the project with a mural (p. 6).

Exhibits

Exhibit A: Applicant's Narrative
Exhibit B: The Yard Subdivision – First Amended
Exhibit C: Proposed Affordable Master Planned Development

May 24, 2022

Gretchen Milliken, Planning Director
Rebecca Ward, Assistant Planning Director
Park City Planning Department
Park City Municipal Corporation
PO Box 1450
445 Marsac Avenue
Park City, Utah 84060

RE: Homestake Affordable Housing Project MPD/CUP Application

Dear Gretchen and Rebecca,

The Homestake Affordable Housing Project is a proposed 123-Unit project located on a triangular-shaped 1.86-acre parcel of property owned by Park City Municipal Corporation. This Application is a joint application with PCMC and J. Fisher Company/Rory Murphy. The effort is a Public/Private partnership and the primary goal is to increase the City's affordable housing stock within City limits. The Applicant is submitting this proposal to the Planning Staff and Planning Commission under LMC Section 15-6.1 Affordable Housing Planned Developments. The subject property is zoned General Commercial (GC) which is an Allowed Zone to pursue Affordable Housing Planned Developments. There are no variances to the LMC requested by this proposal.

The property is currently a paved parking lot that is bordered to the north by the Recycling Center, to the east by the Utah Power sub-station, to the south by the Wintzer-Wolfe property assemblage and Homestake Drive to the west. There are two existing condominium projects, Homestake Condominiums and Claimjumper Condominiums that are located on the opposite side of Homestake Drive to the west (please see Exhibit A). The subject property is centrally located to everything; grocery stores, schools, transit, resorts, commercial areas, restaurants, etc. It has easy and ready pedestrian access to all of those adjacent uses and is an ideal spot to place affordable housing.

Central to this application is the need and desire for affordable housing. The subject creates considerable debate within the community. While most citizens appear to desire more affordable housing opportunities in the City, many do not want any such solution as part of their neighborhood fabric. No matter where affordable housing goes, it will generate controversy. It is a difficult challenge for the Staff and the Planning Commission to find solutions that are as beneficial as possible while being as sensitive as possible regarding placement and impacts.

Proposed number and type of units

The total number of units proposed is 123. The total square footage of the building is 200,432 square feet. The building is a podium parking structure with a parking level underground and four stories aboveground. The Applicant is currently proposing to build forty-six (46) 650-square foot one-bedroom units, seventy-four (74) 940 square foot two-bedroom units and three (3) 1,200 square foot three-bedroom units (please see Exhibit B). In addition, the Applicant is proposing 6,461 square feet of amenity space and the proposed uses include child play rooms, storage, bike storage, bike maintenance and music rooms. The Applicant would like to discuss the uses with the Planning Commission and Staff and mutually determine what uses are appropriate.

Current Use of the Property

The current use of the property is parking and storage. There are numerous items and containers that are scattered throughout the property, mostly to the south and east. There is even a small boat and it has become a popular place to store construction trailers as well, notably concrete trailers. The parking lot consistently has 30-40 vehicles located there and that number can double on a busy night due to overflow pressure from the Boneyard, Wine Dive and Blind Dog to the north. What has become apparent is that most of the vehicles parked on the lot, as well as those currently parked on Homestake Drive, do not belong to the residents at Claimjumper and Homestake. It is one of the few “safe” parking lots and streets to park overnight, long-term vehicles in the City limits. It is indicative of a macro-trend in Park City that has been gradually forcing residences to find a place for their vehicles that will not be towed and ticketed. As development pressure has ramped up, previously safe places to park in Park City have been eliminated and Homestake is feeling the effect of that pressure.

Of the two adjacent housing projects, Homestake Condominiums appears to be adequately parked. The project is located on a much larger property than Claimjumper and there are consistently open spaces in their parking lots. Claimjumper Condominiums conversely has covered, assigned parking and it appears that at least some of the parking on the street and the Homestake lot are attributable to Claimjumper. This is particularly true of larger work trucks, especially those with trailers. However, it is clear that many, if not most, of the vehicles parked on Homestake Drive and the Homestake parking lot are owned by parties located a distance away from the immediate neighborhood. We do not know with certainty what the Claimjumper impact is on the existing parking lot, only that cursory observation has proven that the lot is used by those residents.

Parking

Parking is one of the crucible issues facing the Homestake project and it is a subject that requires direction from the Planning Staff and Planning Commission. The Homestake lot is central to a parking lease the City currently has with the Kimball Arts Center, located directly to the north of the Recycling Center. The City is required to provide 40 spaces until September 30, 2024 (with an 18-month extension) for the benefit of the Kimball Arts Center. While the City has the right to relocate those spaces to an area that is reasonably close to the KAC, the obligation nonetheless exists and is currently being satisfied by the

subject property. Three other less-tangible parking obligations are overflow parking from Claimjumper Condominiums, overflow parking from the restaurants and bars located to the north and alternative employee parking for Main Street businesses. The central question is what existing use(s) does the Planning Commission wish to retain or accommodate, if any.

By virtue of the Land Management Code, 15-6.1 Affordable Master Planned Developments, Section 15-6.1-9 Parking, subsection (b), "The Applicant may request that the **Planning Commission** reduce the parking required by Section 15-3-6, Parking Ratio Requirements for Specific Land Use Categories." The project, as proposed, without any parking reduction considerations contemplated by 15-6.1-9(b), would require 125 parking spaces. The Homestake project, as proposed, has 131 stalls, 125 underground and 6 surface stalls. The project has in excess of the parking requirements that are mandated by the LMC *provided* the project is not required to accommodate the public parking described above. This is a very important consideration for the Planning Commission. The LMC gives unilateral authority to the Planning Commission to determine the parking required by a project submitted under the Affordable Master Planned Developments guidelines.

The Planning Commission may reduce the parking requirements for the project by up to 50% of the required spaces. There are a myriad of practical transit, pedestrian and other non-motorized alternatives inherent to this project by virtue of its location. The Applicant recognizes that the concept of reducing a parking requirement, particularly in an area that is already seeing considerable parking pressures, is a significant request of the Planning Commission. If the Planning Commission determines that there will be no consideration regarding reducing the standard parking ratios vis-a-vis 15-6.1-9(b) and also determines that there must be an active accommodation of public parking on the site to mitigate the impacts of the development of the project, there are a total of 6 spaces available (131 total minus 125 required). Any reduction of the parking requirement would allow for additional public parking in the project.

It must be noted at this point that the project is an affordable housing project and it cannot absorb the cost of additional underground parking. If, for example, the Planning Commission determines that the project must satisfy its own parking as per the LMC Parking requirements with no reduction and also decides that an additional 50 spaces are required for public use, then the project would not be able to absorb this cost and would not be financially feasible. This would require an additional level of underground parking and the cost is prohibitive to affordability. That being the case, if the Staff, Planning Commission and Council collectively desire to add an additional public parking component to the project, then the Applicant is open to discussing that concept. However, it should be stated that it would require a financial contribution to obtain the additional public parking if that is the desired outcome.

Variances

The Applicant is not seeking any variances to the Land Management Code.

Traffic

A traffic study has been commissioned with Hale Traffic Engineering. It is not yet completed but should be available by the end of June, 2022.

Environmental (Phase 1 and Phase 2)

The Applicant has engaged Blue Ledge Consulting and Stantec Engineering to analyze, test and make recommendations for the environmental concerns that are found on the Homestake site. The site was an old railroad yard and stockyard. The railroad was used extensively to transport materials in and out of Park City during the mining era. While fortunately the site was by-passed by the general tailings effluent that flowed along Silver Creek, there was nonetheless likely contamination simply by virtue of the transport of ore and tailings by the railroad. The Phase 1 report indicates that the top 12"-18" may be contaminated due to the impact of transport (i.e., tailings and ore could have fallen off the rail cars or been carried on the hooves of pack animals). The Applicant is moving forward with a Phase 2 Environmental study which will actually sample the site and determine the extent and depth of any contamination. The Phase 2 report will also determine what efforts and protocols need to be followed for the site to remove contamination. The Phase 2 Report is based off of conversations and direction from Mr. Ryan Blair, PCMC's Environmental Regulatory Program Manager (Phase 1 Report and Phase 2 Work Order attached as Exhibit C).

Affordable Housing LIHTC Program/Affordability

The project will include 80% of all units as deed-restricted affordable housing using low-income housing tax credits ("LIHTC") under Section 42 of the Internal Revenue Code. The affordability of the deed-restricted units is expected to average between 58-60% of the Summit County area median income ("AMI"). The current programming includes units at 40%, 60% and 80% AMI across floorplans of one-, two-, and three-bedroom units. The deed-restrictions will be a minimum of 50-years or the length of the ground lease with PCMC. The remaining 20% of the units will be market-rate units. Mixed-income projects must have substantially the same equipment and amenities as other units in the Project, must be substantially the same size as other units in the project and cannot be geographically segregated from other units in the Project.

Homestake Road

As it currently exists, Homestake Drive is very challenging for pedestrians or cyclists to traverse. The road is narrow which is further exacerbated by parking on the western side of the road. There are blind curves and it would be difficult to walk with children or pets down the road, especially at night. Park City has long been aware of the limitations of Homestake Road and PCMC is planning to improve both Homestake Drive and the adjacent Munchkin Road. The improvements will include a 12' wide multi-purpose path on the east side and a 6'-8' sidewalk on the west side. Lighting will be installed where there is inadequate lighting currently. These improvements will dramatically improve the safety and viability of Homestake Road (please see Exhibit D).

Commercial Uses

The project originally desired to pursue several commercial uses, such as a neighborhood market that catered to our Hispanic community as well as a coffee shop open to the public and perhaps some other

low-impact accompanying uses. The Applicant has recently discovered that those uses are problematic for the constructability of the project. A recent discussion with the Park City Building Department unveiled the need to upgrade the entire construction of the Building from a Type 5A Assembly to a Type 3B Assembly due to Fire and Building Code requirements. This change would increase the cost of the construction by about 7%. In the very tight margin situation of affordable housing, this cost becomes prohibitive. While the Applicant has certainly not closed the door on the commercial concept, it does seriously impact the project. For the above reason we are not currently proposing commercial use.

Mixed Income

The Homestake project is proposed to be a mix of 80% affordable units with AMI's ranging from 40% AMI to 80% AMI. The project is also planning for 20% market rate units. The market rate units may not be rented by the night and may not be time-shared, divided in ownership or any other such mechanism that may encourage high turnover rates of these units. The project is designed to be a permanent residents-only project. By including a wide variety of mixed incomes within the same project it is hoped that it will foster and nurture a sense of community and encourage interaction across socio-economic groups. Market rate units may not differ visually from the outside of the unit, so it will not be readily apparent to an observer what units are market and what units are affordable.

Wintzer-Wolfe Property

To the south of the subject property is the Wintzer-Wolfe property assemblage. The Wintzer-Wolfe's own approximately 6.5 acres that host a myriad of commercial business, buildings, storage, some residential and other office and non-profit use. The property is a vibrant and very active part of the overall Park City landscape and offers business opportunities that are otherwise not available in Park City. While the close association between the two properties should increase volume of business to the Wintzer-Wolfe properties, there are concerns regarding parking and overflow use of the open space and areas located on the Wintzer-Wolfe property. The landowners have requested a commercial component in the Homestake project so that it could minimize the impact on area businesses, cut down on traffic and create a sense of community. As stated above, the Applicant initially enthusiastically embraced the concept of on-site commercial but was not aware of the Building Code upgrade that would be required. The building is proposed to host significant amenity areas and child care and gathering spots, both inside and outside the structure, are planned to be incorporated.

UP&L Substation and EMF's

There is a UP&L substation located directly adjacent to the project on its eastern boundary. There have been concerns raised regarding that such proximity to a substation may bring to the health of the most vulnerable occupants of the proposed building in the form of Electromagnetic Fields (EMFs). EMFs are around us at virtually all times in different forms. The debate regarding the health impacts of EMFs is quite robust with most concerns being directed at very high frequency EMFs that are emitted from 5G cellphones and other devices. To be certain, the Applicants have no desire whatsoever to develop in an environmentally concerning situation.

After a huge amount of research that included dozens of government and academic sources, we have concluded that there is no risk of EMFs from the substation affecting the health of the nearby residents. This is for two primary reasons. The first is that, unlike power lines and other potentially EMF radiating sources, substations are wrapped in EMF insulators and thus produce only negligible EMF radiation which is quickly addressed by the second reason, which is the “rule of squares”. The rule of squares is the proven theorem that EMF radiation falls off by a squared magnitude as it gets further from the source. (Please see Exhibit E. The City conducted an EMF site study and the findings showed a presence of EMF (likely from the overhead power lines) that diminished rapidly as it increased in distance from the site. Expert testimony can be arranged if it would help the Planning Commission’s understanding of the situation.

The Applicant would also like to propose that the City allow a screening wall be built between the project and the adjacent substation. A 20-foot-high wall would screen most of the substation from the project. The Applicant would also propose that a mural be painted on the wall to enliven the space and add to the sense of community.

Recycling Center

The Recycling Center, located directly to the north of the property, is located on City-owned property and is usually accessed off of Munchkin Road. The Recycling Center has long been planned to be moved to a location towards the Quinn’s Junction area. The planned-for improvements to Munchkin Road and Homestake Drive will require utilizing the property where the Recycling Center now sits. As it exists currently, the Recycling Center does not interfere with the proposed development of the Homestake property.

Kimball Arts Center

The Kimball Arts Center (KAC) is an iconic non-profit entity that has had a presence in Park City since 1969. Long located on Main Street, the KAC moved its operations to the Yard facility following the sale of their building on Heber Avenue. In addition to the parking lease mentioned above, the KAC uses the parcel for overflow parking for its major events. The KAC has long envisioned a move to the Arts and Culture District which is located nearby. Its current operations depend on an adequate parking solution and the Applicant is committed to assisting the KAC with an acceptable solution. Due to the proximity of the project to the KAC, it is important that all parties communicate on a consistent basis moving forward to minimize any negative affects the development of the project may have

Affordable Master Plan Developments.

The Affordable Master Planned Development section of the Code was implemented to encourage affordable housing projects within the Park City limits. The proposed Homestake project would add a significant number of affordable units to Park City’s inventory. The new Code language was intended to increase affordable housing opportunities and modifying the Code in places where it can seriously impact the financial feasibility of an affordable project. The following Section is devoted to outlining the requirements in the Code and the Applicant’s adherence to the particular requirement. It is presented in the order of the Code and procedural Sections are not included.

Purpose

The purpose of Affordable Master Planned Developments is to:

1. Incentivize public, private, and public-private development of Affordable Units for the workforce of Park City; ***The Homestake project is a public-private development that will, as proposed, add 123 units of deed-restricted affordable housing to the City's existing inventory.***
2. Create developments that include market-rate and Affordable Units and increase housing opportunities that are affordable to a wide range of incomes; ***The Homestake project is designed as a mixed-use project with up to 20% of the units, spread throughout the project, will be made available to the general public.***
3. Increase Building Height and Density and decrease parking requirements for Affordable Units if impacts to the community are mitigated; ***The proposed project height is within the Chapter guidelines and the parking requirements discussion has been outlined above.***
4. Ensure neighborhood Compatibility; and ***The two adjacent housing projects are, in effect, mixed income with a good variety of primary owners and renters that tend to be more service-oriented workers. That is exactly the same demographic that is being pursued at the Homestake project. The project will increase traffic on Homestake Dr.; however, it is expected that the improvements that are planned for Homestake Dr. will significantly mitigate the increase.***
5. Encourage mixed-use, walkable, and sustainable development and redevelopment that provides innovative and energy efficient design, including innovative alternatives to reduce impacts of the automobile on the community. ***The proposed project is incorporating all available energy conservation measures and working closely with the Planning, Building and Engineering Departments to achieve as efficient and sustainable design as the financial constraints allow. The project proposes a bike corral parking station exclusively dedicated to bikes, will have electric charging stations, will have easy access to transit and services and a bike exchange transfer station. The Applicant would also like to explore rideshare vehicles, micro-transit and parking mitigation measures with the Planning Commission.***

Requirements

1. Affordable Master Planned Developments must contain at least ten (10) Residential Unit Equivalents (20,000 square feet). ***The project is proposed for 123 RUE's.***
2. At least fifty percent (50%) of Affordable Master Planned Development Residential Unit Equivalents shall be Affordable Units. ***80% of the units are proposed to be Affordable Units.***
3. Affordable Units may differ from market rate units with regard to interior amenities and Gross Floor Area provided that:
 0. These differences, excluding differences related to size, are not apparent in the general exterior appearances of the market-rate units within the Affordable Master Planned Development; ***There is no apparent difference from the exterior for Market-rate and Affordable units.***
 1. These differences do not include insulation, windows, heating systems, and other features related to the energy efficiency of the Affordable Master Planned Development. ***The proposed project does not have any variation in the exterior appearance of the Affordable and Market Rate units.***

4. Nightly Rentals and Timeshares are prohibited for market-rate and Affordable Units within an Affordable Master Planned Development. ***There are no Nightly Rental nor Timeshares proposed in the current project. Eighth-share and other multiple owner programs are also specifically not allowed or proposed.***

Zoning Districts And Uses

1. **ZONING DISTRICTS.** Affordable Master Planned Developments are Allowed in the following Zoning Districts:
 0. Residential Development
 1. Residential Development Medium
 2. Residential Medium
 3. Recreation Commercial
 4. General Commercial
 5. Light Industrial
 6. Community Transition
 7. Historic Commercial Business
 8. Historic Recreation Commercial, east of Park Avenue
2. **USES.** An Affordable Master Planned Development can only contain Uses that are Allowed or Conditional in the Zoning District in which it is located. ***The proposed use is for a single Multi-Unit Dwelling. Multi-Unit Dwellings are a Conditional use in the GC Zone.***
3. **COMMERCIAL USES.** An Affordable Master Planned Development may include up to 10,000 square feet of Commercial, Retail, Office, Public, and Quasi-public Uses. ***The Applicant is not requesting any Commercial Use.***

Density

1. Density for Affordable Master Planned Developments is not determined by the underlying Zoning District, except for the Historic Commercial Business Zoning District (see Subsection B). Rather, Density for Affordable Master Planned Developments is volume based and is determined by the requirements outlined in this Affordable Master Planned Development Chapter. Setbacks shall comply with Section 15-6.1-7, Building Height and Facades shall comply with Section 15-6.1-8, parking shall comply with Section 15-6.1-9, Open Space shall comply with Section 15-6.1-10, and Site planning shall comply with Section 15-6.1-11. ***The Applicant is not requesting any Density increase.***

Setbacks

1. The minimum Setback around the exterior boundary of an Affordable Master Planned Development is twenty-five feet (25') for Property greater than two (2) acres. ***The property is 1.86 acres so this is not applicable.***
 0. The Planning Commission may decrease the required perimeter Setback from twenty-five feet (25') for Affordable Master Planned Developments greater than two (2) acres to the zone-required Setback to provide architectural interest and variation.
2. For Property two (2) acres or less, the minimum Setback around the exterior boundary of an Affordable Master Planned Development shall be the zone-required Setback. ***The project complies with minimum setbacks required by the GC Zone within which this project is located.***

3. For perimeter Setbacks or Setbacks within the Affordable Master Planned Development, the Planning Commission may increase Setbacks to retain existing Significant Vegetation or natural features, to create an adequate buffer to adjacent Uses, or to meet Historic Compatibility requirements. **Not applicable.**
4. The Planning Commission may reduce Setbacks within the project boundary, but not perimeter Setbacks, from those otherwise required in the Zoning District to match an abutting zone-required Setback, provided the project meets minimum International Building Code and Fire Code requirements, maintains the general character of the surrounding neighborhood in terms of mass, scale, and spacing between Structures, and meets Open Space criteria. **The Applicant is not requesting any setback variances.**
5. Final Setback approvals shall be specified as a Finding of Fact in the Affordable Master Planned Development approval, in the Development Agreement, and on each plat within the Affordable Master Planned Development.

Relative to the following Section “15-6.1-8 Building Height And Facades” it should be noted that the Applicant is not requesting any variances to the LMC for Building Height. All of the criteria, exceptions, step-backs and façade requirements listed in the Section 15-6.1-8 are incorporated into the design and there are no variances requested.

Building Height And Facades

1. **BUILDING HEIGHT.** With the exception of the Historic Commercial Business Zoning District, Affordable Master Planned Development Building Height shall comply with the underlying Zoning District Building Height for the perimeter Building Façade planes. Building Height is forty-five feet (45') from Existing Grade when the following criteria are met:
 0. The Building includes a ten-foot (10') stepback on all perimeter Building Façade planes from the underlying Zoning District Building Height to the forty-five foot (45') Building Height;
 1. Infrastructure is in place or can be updated to meet the increased demand; and
 2. The Building complies with Building Façade variation requirements.
2. **EXCEPTIONS.** The following may exceed the Building Height:
 0. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with International Building Code requirements;
 1. Water towers, mechanical equipment, and Solar Energy Systems, when enclosed or Screened, may extend up to five feet (5') above the forty-five foot (45') Building Height; and
 2. Elevator Penthouses may extend up to eight feet (8') above the forty-five foot (45') Building Height.
3. **STEPBACK EXCEPTIONS.**
 0. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the stepback.
 1. Roof overhangs or eaves projecting not more than two feet (2') into the stepback.
 2. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
 3. Rooftop Decks projecting not more than six feet (6') into the stepback.
 4. Solar Energy Systems.

5. Green Roofs.
6. Rooftop gardens projecting not more than six feet (6') into the setback.
7. Screened mechanical equipment, hot tubs, or similar Structures projecting not more than six feet (6') into the setback.
4. **FAÇADE VARIATION.**
 0. Buildings greater than sixty feet (60') but less than one-hundred-twenty feet (120') in length must exhibit a prominent shift in the Façade of the Building so that no greater than seventy-five percent (75%) of the length of the Building Façade appears unbroken. Each shift shall be in the form of either a ten-foot (10') change in Building Façade alignment or a ten-foot (10') change in the Building Height, or a combined change in Building Façade and Building Height totaling ten feet (10').
 1. Structures that exceed one-hundred-twenty feet (120') in length on any Façade shall provide a prominent shift in the mass of the Building at each one-hundred-twenty-foot (120') interval, or less, reflecting a change in function or scale. The shift shall be in the form of either a fifteen-foot (15') change in Building Façade alignment or a fifteen-foot (15') change in the Building Height. A combination of both the Building Height and Building Façade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.
 2. The Façade length and variation requirements apply to all sides of a Building.

Chapter Code Parking

1. Affordable Master Planned Developments shall comply with Chapter 15-3, Off-Street Parking. ***See "Parking" section above. The project is not requesting any parking reductions. This Section is shown in its entirety to outline the options the Planning Commission has relative to parking reductions in the entitlement process.***
2. The Applicant may request that the Planning Commission reduce the parking required by Section 15-3-6, Parking Ratio Requirements For Specific Land Use Categories. To request a parking reduction, the Applicant must:
 0. Demonstrate that parking reductions materially increase the feasibility of the proposed Affordable Master Planned Development;
 1. Fund and submit a parking and traffic study completed by a third party selected by the City; and
 2. Demonstrate that the proposed Affordable Master Planned Development sufficiently addresses the parking demand for the project.
3. If the Planning Commission approves a reduction in the parking requirements, the Applicant shall submit a parking management plan for Planning Commission review and approval prior to the issuance of a Certificate of Occupancy for any portion of the Affordable Master Planned Development.
 0. The Planning Commission may amend the parking management plan at any time to address changing circumstances.
4. The Planning Commission may reduce the parking required by Section 15-3-6, Parking Ratio Requirements For Specific Land Use Categories, for Affordable Master Planned Developments according to one or more of the criteria outlined below:
 0. On sites that are one acre or less by deducting 5,000 square feet per 15,000 square feet of Gross Floor Area for each floor from the sum of total floor area that is used to calculate parking requirements;

1. Parking in the Right-of-Way along the perimeter of the Affordable Master Planned Development Site is available;
 2. A clear and irrevocable agreement authorizes Affordable Master Planned Development residents to park in an off-Site Parking Area or Parking Structure that is located within 1,000 feet of the Affordable Master Planned Development perimeter boundary;
 3. The Affordable Master Planned Development is within ¼-mile from a bus stop that includes a waiting shelter consistent with City standards;
 4. On-Site parking is provided for motorcycles and/or scooters;
 5. Bicycle parking exceeds the requirements of Section 15-3-9;
 6. The Affordable Master Planned Development provides dedicated parking spaces for resident carshare vehicles.
5. The Planning Commission may not reduce Affordable Master Planned Development parking requirements below the ratio outlined in Table 1:

Table 1

Unit Size	Market-Rate Units	Affordable Units
<600 SF	0.5 spaces per unit	None
600-1,000 SF	1 space per unit	0.5 spaces per unit
1,000-2,000 SF	1.5 spaces per unit	1 space per unit
>2,000 SF	2 spaces per unit	1.5 spaces per unit

6. In mixed-use Affordable Master Planned Developments, the Commercial, Retail, Office, Public, and/or Quasi-public Uses shall meet the parking requirements outlined in Chapter 15-3.

Open Space

1. Affordable Master Planned Developments shall contain a minimum of twenty percent (20%) Open Space. On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, and significant landscaping are encouraged. Open Space may not be used for Streets, roads, or Parking Areas. ***The project, as proposed, is 35% Open Space if emergency hardscape (not driven on under normal circumstances) is considered and 25% open space if emergency hardscape is not allowed as an Open Space definition. In either event, the proposed open space exceeds the minimum required Open Space (please see Exhibit F).***
2. The Planning Commission may decrease the required Open Space for projects located within 300 feet (300') of a Public Use, including but not limited to a public park, Recreation Open Space, public trail, public school, or Public Recreation Facility. ***Not applicable.***

Site Planning

An Affordable Master Planned Development shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The Development should be designed to fit the Site, not the Site modified to fit the project. The Applicant shall address the following in the Site planning:

1. **CLUSTERED DEVELOPMENT**. Units shall be clustered on the most developable and least visually sensitive portions of the Site. Open Space shall separate the clusters. The Open Space should be designed so that existing Significant Vegetation is maintained on the Site. ***The proposed plan is a classic clustered development and properly utilizes the minimum amount of property and maximizes the open space in its appearance and functionality.***
2. **GRADING**. Projects shall be designed to minimize Grading and the need for large retaining Structures. Roads, utility lines, and Structures should be designed to work with Existing Grade. Cuts and fills shall be minimized. ***There are no retaining walls associated with the proposed plan.***
3. **TRAILS**. Existing trails shall be incorporated into the Open Space elements of the project and shall be maintained in their existing location whenever possible. Applicants may be required to grant the City a trail easement to connect proposed trails with existing trails. Construction of new trails shall be consistent with the Park City Trails Master Plan. ***The property is almost perfectly situated for pedestrian access due to its central location within the urban area of the City. The ease of pedestrian access allows for ready access to the local trail network.***
4. **INTERNAL CIRCULATION**. Adequate internal vehicular, pedestrian, and bicycle circulation shall be provided. Pedestrian and bicycle circulations shall be separated from vehicular circulation and shall provide safe travel within the boundaries of the Affordable Master Planned Development and safe travel to adjoining public sidewalks, trails, and Rights-of-Way. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements. ***Please see Exhibit G.***
5. **SNOW REMOVAL**. The Site plan shall include adequate Areas for snow removal and snow storage. The Landscaping plan shall allow for snow storage Areas. Structures shall be set back from any hard surfaces so as to provide adequate Areas to remove and store snow. Snow shall be stored on-Site, unless otherwise approved by the Planning Commission. ***Snow removal has been incorporated into the site plans as shown on Exhibit H.***
6. **TRASH AND RECYCLING**. The Site plan shall include adequate Areas for trash and recycling containers and shall include an adequate circulation area for pick-up vehicles. Convenient pedestrian Access shall be provided within the Affordable Master Planned Development to the trash and recycling containers. No Site plan with a Commercial Development or Multi-Unit Dwelling shall be approved unless there is a mandatory recycling program, which may include Recycling Facilities for the Site. Single Family Dwellings shall include a mandatory recycling program with curb side recycling, and may also include Recycling Facilities. The Recycling Facilities shall be identified on the Site plan to accommodate for materials generated by the tenants, residents, users, operators, or owners of such Master Planned Development. Such Recycling Facilities shall include, but are not limited to, glass, paper, plastic, cans, cardboard or other household or commercially generated recyclable and scrap materials. Centralized trash and recycling containers shall be located in a completely enclosed Structure with a pedestrian door and a truck door or gate. The enclosed Structure shall be designed with materials that are compatible with the principal Structures in the Affordable Master Planned Development and shall be constructed of masonry, steel, or other substantial materials. The Structure shall be large enough to accommodate a trash container and at least two recycling containers to provide for

the option of dual-stream recycling. ***The proposed project will fulfill the obligations regarding trash removal and recycling as stated in the preceding paragraph. Please see Exhibit G for locations of trash and recycling.***

7. **TRANSPORTATION AMENITIES.** The Site plan shall include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable. ***Please see Exhibit G for transportation amenities.***
8. **SERVICE AND DELIVERY.** Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas. ***Please see Exhibit G for Service and Delivery areas.***
9. **LANDSCAPE AND LIGHTING.** A preliminary Landscaping plan must be submitted with the Affordable Master Planned Development Application. The Landscaping plan shall comply with all criteria and requirements of Section 15-5-5(N). All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of Certificates of Occupancy. Lighting must meet the requirements of Section 15-5-5(J). ***(Please see Exhibit I).***
10. **SENSITIVE LANDS COMPLIANCE.** Applicants for an Affordable Master Planned Development that contains any Area within the Sensitive Land Overlay Zone shall conduct a Sensitive Lands Analysis and shall conform to Chapter 15-2.21. ***Not Applicable.***
11. **CHILD CARE.** A Site designated and planned for a Child Care Center may be required for an Affordable Master Planned Development if the Planning Commission determines that the project will create additional demands for Child Care. ***The project is planning for an internal child activity area which can be monitored and managed by the HOA.***
12. **MINE HAZARDS.** Applications shall include a map and list of all known Physical Mine Hazards on the Property and a Physical Mine Hazard mitigation plan. ***There are no known mine hazards associated with the property (Please see Exhibit J).***
13. **HISTORIC MINE WASTE MITIGATION.** An Applicant for an Affordable Master Planned Development with Property that is located within the Park City Soils Ordinance Boundary shall submit a soil remediation mitigation plan and shall indicate areas of hazardous soils and proposed methods of remediation and/or removal subject to the requirements and regulations of the Municipal Code of Park City Chapter 11-15. ***An Environmental Phase 2 Plan is being developed by Stantec Engineering and should be available by the end of June 2022.***
14. **GENERAL PLAN REVIEW.** The Planning Commission shall review Affordable Master Planned Developments for consistency with the goals and objectives of the General Plan; however, such review for consistency shall not alone be binding.
15. **HISTORIC SITES.** Applicants shall submit a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report prepared by a Qualified Historic Preservation Professional. ***There are no identifiable historic sites on the property. A Cultural/Historic inventory plan will be submitted shortly.***

Please note the following Deed Restrictions and Compliance Ordinances that are required for any project approved under the Affordable Master Planned Development guidelines.

Deed Restrictions

1. Prior to a Certificate of Occupancy for any market rate or Affordable Unit within the Affordable Master Planned Development, provisions to ensure continued affordability of Affordable Units shall be embodied in legally binding deed restrictions, approved by the City Attorney, and recorded with the County.

2. The deed restrictions shall conform with the deed restriction requirements outlined in the Park City Affordable Housing Resolution in effect at the time of a complete Affordable Master Planned Development Application submission, or as otherwise determined by the Park City Housing Authority.
3. The deed restriction shall continue in full force and effect for a period not less than forty (40) years. Upon expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Affordable Units within the Affordable Master Planned Development are no longer necessary to satisfy the affordable or workforce housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the deed restrictions shall automatically renew for one or more additional consecutive ten (10) year terms.

Compliance

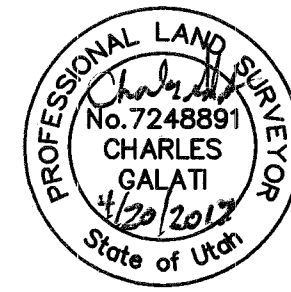
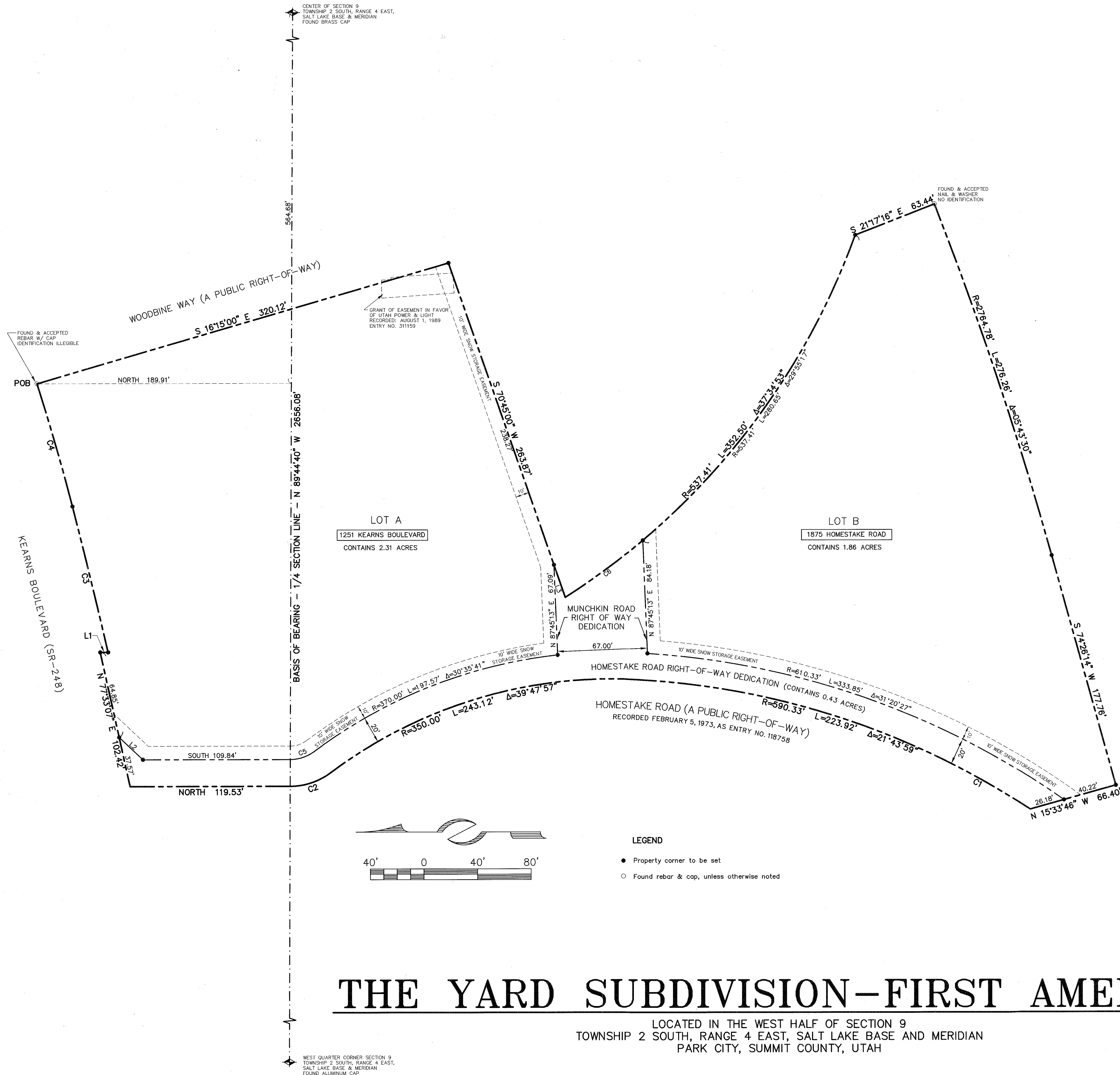
1. Each Property Owner of an Affordable Unit within the Affordable Master Planned Development shall submit to the City an annual compliance report, as amended from time to time by the City or its designee, verifying deed restriction compliance.
2. The Municipal Code of Park City Section 8-3-6 establishes that it is a crime to commit affordable housing fraud. Violation of Section 8-3-6 is subject to criminal prosecution.

Conclusion

The Homestake project is a rare opportunity for the City to work towards achieving its affordable housing goals. We believe that this is a strong plan and is one that is both financially feasible and fits well within the fabric of the neighborhood. That being said, the Applicant is open to receiving any input from any source to make the plan better and improve the overall compatibility of the plan with the surrounding neighborhood. We deeply appreciate the Commission and Staff's consideration of this proposal and we are available for any questions or concerns you may have.

Sincerely,

Rory Murphy
Ryan Davis (J. Fisher Company)
Jake Wood (J. Fisher Company)



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah, and that by authority of the owner, this Subdivision Plat map of the THE YARD SUBDIVISION—FIRST AMENDED has been prepared under my direction and that the same has been monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

LEGAL DESCRIPTION

Lot 1, The Yard Subdivision, a parcel combination plat, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS, that 1251 Kearns, L.L.C., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as THE YARD SUBDIVISION—FIRST AMENDED, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this subdivision plat and public road right of way dedication as shown on this plat.

In witness whereof the undersigned has executed this certificate and dedication this 20th day of April, 2017.

By: Mark J. Fischer
Mark J. Fischer, Manager
1251 Kearns, L.L.C., a Utah limited liability company

ACKNOWLEDGMENT

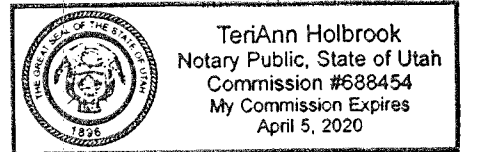
State of Utah)
County of Summit) ss.

On the 20th day of April, 2017, Mark J. Fischer personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of 1251 Kearns, L.L.C., a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company, by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed THE YARD SUBDIVISION—FIRST AMENDED.

Teri Ann Holbrook
A Notary Public commissioned in Utah
Printed Name

Residing in: Salt Lake City

My Commission Expires: April 5, 2020



NOTES

- This plat is subject to the Conditions of Approval in Ordinance 2017-14.
- A right-of-way easement in favor of Mountain States Telephone and Telegraph Company recorded December 15, 1972 as Entry No. 118268 exists on Lot A. The location the easement is not disclosed.
- A right-of-way easement in favor of Mountain States Telephone and Telegraph Company recorded December 10, 1973 as Entry No. 121750 exists on Lot A. The location of the easement is not disclosed.
- The Boundary Survey recorded December 3, 2010, as Entry No. S-7246 in the office of the Summit County Recorder is pertinent to this plat.
- The Yard Subdivision plat recorded January 7, 2011, as Entry No. 914591 in the office of the Summit County Recorder is pertinent to this plat.
- Access to Homestake Road and Munchkin Road shall be granted to Lot A. A driveway curb cut shall be provided to Lot A with any future road construction. Access to Woodbine Way for Lot A shall be maintained.
- Wastewater service to The Yard Subdivision—First Amended, Lots A and B, shall be provided by the Snyderville Basin Water Reclamation District. At the time of recording this plat, a public wastewater line is not adjacent to Lot B. It shall be the responsibility of the owner of Lot B to extend the public wastewater system to the Lot according to the requirements of a Line Extension Agreement with the District.
- This development is over 1.0 acre and shall be required to meet the MS4 storm water permit requirements for common developments.
- Modified 130 sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	SOUTH	5.86
L2	N 43°09'27" E	24.40
L3	S 70°45'00" W	25.60

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	590.33	89.79	08°24'54"
C2	50.56	32.47	36°48'00"
C3	4481.93	111.73	01°25'42"
C4	1677.02	95.24	03°15'13"
C5	30.56	19.63	36°48'00"
C6	537.41	71.85	07°39'36"

THE YARD SUBDIVISION—FIRST AMENDED

LOCATED IN THE WEST HALF OF SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 21 st DAY OF April, 2017 BY <u>S.B.W.R.D.</u>	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF MARCH, 2017 BY <u>[Signature]</u> CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 24 th DAY OF April, 2017 BY <u>[Signature]</u> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 26 th DAY OF April, 2017 BY <u>[Signature]</u> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 30TH DAY OF MARCH, 2017 BY <u>[Signature]</u> PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 30TH DAY OF MARCH, 2017 BY <u>[Signature]</u> MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Coalition Title Agency</u> # 32.00 FEE RECORDED TIME 10:23:58 DATE 4-28-17 ENTRY NO. 01068309 YARD SUBDIVISION FIRST AMEND
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the concepts, ideas, drawings and specifications herein are an original unpublished work and the property of WOW Atelier, LLC and shall not be used on any other work, do not scale drawings, all conditions shall be verified on site, discrepancies shall be brought to the attention of the architect before proceeding.
plot date: 6/14/2022 1:20:40 AM

JFRM

HOMESTAKE MPD AFFORDABLE HOUSING

1875 Homestake Road
Park City, Utah

MPD/CUP SUBMITTAL

06.13.2022

PROJECT CONTACT INFORMATION

OWNER	ARCHITECT
Rory Murphy/ J Fisher Companies 2590 Sidewinder Drive Park City, UT 84060 telephone: 435.640.5068 Contact: Rory Murphy email: paladinparkcity@aol.com	WOW atelier, LLC. 73 East 400 South Salt Lake City, Utah 84111 telephone: 801.712.4078 Contact: Chimsa Chimegebu, AIA, LEEDap email: chimso@be-wow.com
CIVIL ENGINEER	STRUCTURAL ENGINEER
Talisman Civil Consultants 1588 S Main St. Ste. 200, Salt Lake City, UT, 84115 telephone: 385.301.8104 Contact: Dan Bourgue email: DanB@talismancivil.com	
MECHANICAL ENGINEER	ELECTRICAL ENGINEER
PVE Consulting Engineers 1040 North 2200 West, Suite 100 Salt Lake City, Utah 84116 Telephone (801) 359-3158 Contact: Xavier Ovalle email: xovalle@pve-ut.com	PVE Consulting Engineers 1040 North 2200 West, Suite 100 Salt Lake City, Utah 84116 Telephone (801) 359-3158 Contact: Terry Gorseth email: tgorseth@pve-ut.com
LANDSCAPE ARCHITECT	INTERIOR DESIGNER
Talisman Civil Consultants 1040 North 2200 West, Suite 100 Salt Lake City, Utah 84116 Telephone (801) 359-3158 Contact: Xavier Ovalle email: xovalle@pve-ut.com	
CONTRACTOR	
Strategic Builders 1216 W. Legacy Crossing Blvd, Suite 300, Centerville, UT 84014 Telephone: 801.510.0553 Contact: Alex Shirley email: Alex@strategicbuilders.com	

GENERAL DRAWINGS
GI-000 COVER SHEET
GI-001 GENERAL NOTES AND CODE ANALYSIS

GENERAL EXHIBITS
EXHIBIT A SITE AERIAL MAP
EXHIBIT B AREA PLANS
EXHIBIT C AREA PLANS
EXHIBIT D ALLOWABLE AREA - HEIGHT ANALYSIS
EXHIBIT E OPEN SPACE DIAGRAM
EXHIBIT G PEDESTRIAN CIRCULATION PLAN
EXHIBIT H CROSS CANYON VIEWS
EXHIBIT J SITE APPROACH VIEWS

CIVIL DRAWINGS
1 ALTA/NSPS LAND TITLE SURVEY
2 ALTA/NSPS LAND TITLE SURVEY
C200 SITE PLAN
C201 AERIAL SITE PLAN
C300 GRADING PLAN
C400 UTILITY PLAN

LANDSCAPE DRAWING
L101 LANDSCAPE PLAN

ARCHITECTURAL SITE DRAWINGS
AS-101 ARCHITECTURAL SITE PLAN

ARCHITECTURAL DRAWINGS
AE-101 PARKING LEVEL PLAN
AE-102 GROUND LEVEL FLOOR PLAN
AE-103 SECOND LEVEL FLOOR PLAN
AE-104 THIRD LEVEL FLOOR PLAN
AE-105 FOURTH LEVEL FLOOR PLAN
AE-109 ARCHITECTURAL ROOF PLAN
AE-201 ELEVATIONS
AE-202 ELEVATIONS
AE-301 BUILDING SECTIONS

COVER SHEET

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GI-000

PROJECT #: 210036
ISSUE DATE: 06.13.2022
ISSUE: MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

CIVIL: TALISMAN
STRUCTURAL:
MECHANICAL: PVE INC
ELECTRICAL: PVE INC
LANDSCAPE: PVE INC
SIB DESIGN
INTERIOR:

WOW

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GENERAL PROJECT NOTES

1. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
2. THESE SHEETS - LISTED BY DRAWING INDEX , ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING. FAILURE TO DO SO WAIVES THE DESIGN INTENT.
4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING. ANY DEVIATION FROM THE CONTRACT DOCUMENTS, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE ARCHITECT/ENGINEER, WAIVES DESIGN INTENT.
5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY, BEFORE PROCEEDING WITH WORK NOTIFY ARCHITECT/ENGINEER OF ANY CONFLICT.
6. ANY INSTALLATION OR WORK NECESSARY TO THE FUNCTIONING, SAFETY AND/OR PHYSICAL SECURITY OF DESIGN THAT IS TO BE ENCAPSULATED OR OTHERWISE PERMANENTLY OBSCURED FROM INSPECTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER A MINIMUM OF TWO (2) WORKING DAYS BEFORE ENCLOSURE.
7. ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
8. BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE CURRENT EDITION OF THE IBC AND/OR AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.
9. ANY DAMAGE, DISRUPTION OR COMPROMISE OF AMBIENT RIGHTS-OF-WAY, UTILITIES, OR ENVIRONMENTAL QUALITY SHALL BE IMMEDIATELY RECTIFIED BY THE CONTRACTOR TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AT NO COST TO THE OWNER.
10. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
11. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND CONSTRUCTION THAT CONFORMS TO UNDERWRITERS LABORATORIES LISTINGS FOR "THROUGH-PENETRATION FIRE STOP SYSTEMS". THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS, PROVIDED BY THE SUPPLIER OF THE FIRE STOP MATERIAL, THAT INDICATE COMPLETE CONFORMANCE WITH THE UL LISTING. DRAWINGS SHALL REMAIN AVAILABLE AT THE WORK SITE TO ARCHITECT/ENGINEER, OWNER, AND INSPECTORS. DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL # AND ALL VARIATIONS CLEARLY DEFINED.
12. THIS DESIGN PURPORTS TO PERMIT FULL ACCOMMODATION ACCESS, AND/OR ADAPTABILITY FOR HANDICAPPED PERSONS AS PROVIDED FOR BY PROVISIONS OF FEDERAL LAW AND LOCAL STIPULATION. ANY DEVIATION OR COMPROMISE SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH WORK.
13. ALL GLASS IN HAZARDOUS LOCATIONS AND ALL GLASS WITHIN 18" OF FLOOR SHALL BE SAFETY GLASS PER SECTION 2406 OF THE IBC.
14. SMOKE DETECTORS SHALL BE PROVIDED AS SPECIFIED IN IBC 907. SEE ELECTRICAL DRAWINGS, FIRE AND EGRESS PLANS AND SPECIFICATIONS FOR LOCATIONS.
15. ALL WALLS SURROUNDING, TOILETS IN PRIVATE OFFICE SHALL BE FULLY BLOCKED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON UNIT PLANS AND ADA REQUIREMENTS SHEET.
16. FOR TYPICAL ACCESSORY/EQUIPMENT MOUNTING LOCATIONS SEE ADA REQUIREMENTS SHEET -
19. DIMENSIONS (ON ARCHITECTURAL DRAWINGS) ARE TAKEN TO:
- A. COORDINATE GRID LINES
 - B. FACE OF CONCRETE OR CONCRETE MASONRY UNITS (CMU) - F.O.C.
 - C. FACE OR CENTERLINE OF VERTICAL STUD OR COLUMN - F.O.S.
 - D. TOP SURFACE OF FLOOR (WITHOUT FINISH) WALL, TRIM, CAP, RAILING, ETC. ABOVE NEAREST REFERENCE LEVEL - A.F.F.
 - E. UNLESS NOTED OTHERWISE DOOR AND WINDOW LOCATIONS ARE DIMENSIONED TO THE CENTER OF THEIR HORIZONTAL OPENING.

BUILDING CODE ANALYSIS

APPLICABLE CODES

2018 EDITION OF THE INTERNATIONAL BUILDING CODE
2018 EDITION OF THE INTERNATIONAL PLUMBING CODE
2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE
2017 EDITION OF THE NATIONAL ELECTRICAL CODE
2018 EDITION OF THE INTERNATIONAL FUEL CODE
2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE
2018 EDITION OF THE INTERNATIONAL FIRE CODE

OCCUPANCY CLASSIFICATION - IBC CHAPTER THREE

R-2: RESIDENTIAL
S-2: STORAGE

CHAPTER FIVE: GENERAL BUILDING HEIGHTS AND AREAS

ALLOWABLE HEIGHT AND BUILDING AREAS

OCC.	CONSTRUCTION	HEIGHT	AREA
S-2	TYPE 1-A	UL	UL
R-2	TYPE 5-A	4 STORIES (70')	49,887 SF (SEE CALCS - GI-005)

ACTUAL HEIGHTS AND BUILDING AREAS

ACTUAL BUILDING HEIGHT: (45' - HIGHEST POINT ABOVE GRADE)
ACTUAL BUILDING STORIES: 4 STORIES

OCC.	CONSTRUCTION	HEIGHT	AREA
S-2	TYPE 1-A	1 STORY	50,666 SF
R-2	TYPE 5-A	4 STORIES	SEE AREAS ON GI-002 & GI-003

TYPE OF CONSTRUCTION - IBC CHAPTER SIX

TABLE 601 - TYPE 5A CONSTRUCTION REQUIREMENTS

STRUCTURAL FRAME:	1 HOUR
BEARING WALLS:	1 HOUR
NON BEARING WALLS AND PARTITIONS:	0 HOUR
FLOOR CONSTRUCTION:	1 HOUR
ROOF CONSTRUCTION:	1 HOUR

TABLE 601 - TYPE 1A CONSTRUCTION REQUIREMENTS

STRUCTURAL FRAME:	3 HOUR
BEARING WALLS:	3 HOUR
NON BEARING WALLS AND PARTITIONS:	0 HOUR
FLOOR CONSTRUCTION:	3 HOUR
ROOF CONSTRUCTION:	1-1/2 HOUR

TABLE 602 - FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE

EXTERIOR WALLS SHALL BE 1HR RATED AT ALL LOCATIONS BASED ON ANTICIPATED OCCUPANCIES AND THEIR SEPARATIONS.

FIRE RESISTANCE RATED CONSTRUCTION - IBC CHAPTER SEVEN

SECTION 706 FIRE WALLS
TABLE 706.4(a) - FIRE WALL RATING - 2 HOURS
SECTION 708 FIRE PARTITIONS - 1 HOUR
SECTION 711 HORIZONTAL ASSEMBLIES - 1 HOUR
SECTION 713 SHAFT ENCLOSURES
STAIR & ELEVATOR SHAFT REQUIREMENTS - 2 HOURS (4+ STORIES)

FIRE PROTECTION SYSTEM - IBC CHAPTER NINE

SYSTEM IN ACCORDANCE WITH NFPA 13 AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT STRUCTURE.

MEANS OF EGRESS - IBC CHAPTER TEN

ACCESSIBILITY - IBC CHAPTER ELEVEN

TOTAL UNITS:	123
TOTAL REQUIRED TYPE A UNITS:	3
TOTAL PROVIDED TYPE A UNITS:	3

TOTAL PARKING SPOTS:	125
TOTAL REQUIRED ADA SPOTS:	5
TOTAL PROVIDED ADA SPOTS:	5

STANDARD/ GENERAL ABBREVIATIONS

@	AT	INSUL	INSULATION
&	AND	INT	INTERIOR
"	INCH	JAN	JANITOR
'	FOOT	LAM	LAMINATE
#	NUMBER	LAV	LAVATORY
C, CL	CENTER LINE	L.F.	LINEAR FEET
AC	AIR CONDITIONING	LTR	LETTER
A.D.A.	AMERICANS WITH DISABILITIES ACT OF 1992	MACH	MACHINE
A.F.F.	ABOVE FINISH FLOOR	MAS	MASONRY
A.I.A.	AMERICAN INSTITUTE OF ARCHITECTS	MAX	MAXIMUM
AL/ ALIGN	ALIGN	MECH	MECHANICAL
ALUM	ALUMINUM	MFGR	MANUFACTURER
APPROX	APPROXIMATE	MIN	MINIMUM
ARCH	ARCHITECT, ARCHITECTURAL	MISC	MISCELLANEOUS
ASPH	ASPHALT	MTD	MOUNTED
AUTO	AUTOMATIC	MTL	METAL
BDRM	BEDROOM	N.I.C.	NOT IN CONTRACT
BLDG	BUILDING	N.A.	NOT APPLICABLE
BLKG	BLOCKING	O.C.	ON CENTER
BSMT	BASEMENT	PERP	PERPENDICULAR
C.C.	CENTER TO CENTER	PERIM	PERIMETER
CAD	COMPUTERAIDED DRAFTING	PKG	PARKING
CLG	CEILING	PLAS	PLASTER
CMU	CONCRETE MASONRY UNIT	P	PLATE
CNTR	CENTER	PLWD	PLYWOOD
C.O.	CASED OPENING	PLBG	PLUMBING
COMB	COMBINED	PORT	PORTABLE
CONC	CONCRETE	PREFAB	PREFABRICATED
CONT	CONTINUOUS	PSI	POUNDS PER SQUARE INCH
CONST	CONSTRUCTION	PWR	POWER
C.T.	CERAMIC TILE	QTY	QUANTITY
DBL	DOUBLE	RAD	RADIUS
DEMO	DEMOLISH	REFG	REFRIGERATOR
DEPT	DEPARTMENT	REG	REGULAR
DET	DETAIL	REQ	REQUIRED
D.F.	DRINKING FOUNTAIN	RES	RESILIENT
DIA	DIAMETER	R.B.	RESILIENT BASE
DIM	DIMENSION	REV	REVERSE
DIV	DIVISION	RM	ROOM
DN	DOWN	S.D.	SMOKE DETECTOR
DR	DOOR	SECT	SECTION
DWG	DRAWING	S.F.	SQUARE FEET
DWGS	DRAWINGS	SHT	SHEET
EA	EACH	SHWR	SHOWER
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM	SIM	SIMILAR
ELEC	ELECTRIC	SPEC	SPECIFICATION
ELEV	ELEVATION	SPECS	SPECIFICATIONS
EMER	EMERGENCY	SPKR	SPEAKER
ENGR	ENGINEER, ENGINEERING	SQ	SQUARE
EQ	EQUAL	STD	STANDARD
EQUIP	EQUIPMENT	STL	STEEL
EXIST	EXISTING	TV	TELEVISION
EXT	EXTERIOR	UT	UTILITY
FAB	FABRICATE	SHT	SHEET
FDN	FOUNDATION	SNGL	SINGLE
F.E.C.	FIRE EXTINGUISHER AND CABINET	STRG	STORAGE
FIN	FINISH	STRUCT	STRUCTURAL
F.O.C.	FACE OF CONCRETE	SYM	SYMMETRICAL
F.O.S.	FACE OF STUD	TEL	TELEPHONE
F.R.	FIRE RESISTIVE	TEMP	TEMPORARY
FURN	FURNISH, FURNITURE	T.O.W/S/	TOP OF WALL/SLAB/ETC
GALV	GALVANIZED	T.O.C.S.	TOP OF CONCRETE SLAB
ENL	GENERAL	V.C.T.	VINYL COMPOSITION TILE
GOVT	GOVERNMENT	VERT	VERTICAL
GYP	GYPSUM	W/	WITH
G.W.B	GYPSUM WALL BOARD	W/O	WITHOUT
HORZ	HORIZONTAL	W.C.	WATER CLOSET
HR	HOUR	WD	WOOD, (HDWD, HARDWOOD)
HVAC	HEATING, VENTILATION & AIR CONDITIONING	WDW	WINDOW
I.E.	ID EST (THAT IS)	W.V.	WOOD VENEER
INFO	INFORMATION		

SYMBOL INDEX/ DRAWING CONVENTIONS

N 90 00' 00" E Distance	PROPERTY LINE TAG - SEE SITE PLAN		SECTION MARKER
	GRID MARKER		REVISION TAG
	SLOPE (RUN) SLOPE (RISE)		CENTERLINE MARKER
	VERTICAL COORDINATE REFERENCE		KEYNOTE. SEE REFERRING SHEET
	DOOR TAG - REFER TO SCHEDULE FOR DETAILS		SPOT ELEVATION
	WALL TAG. SEE WALL TYPES		DETAIL MARKER.
	WINDOW TYPE. SEE SCHEDULE		DETAIL SHEET
	ROOM NAME ROOM # SQUARE FOOTAGE (WHERE SHOWN)		CASEWORK TAG

WOW

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STRUCTURAL:

MECHANICAL:
PVE INC

ELECTRICAL:
PVE INC

LANDSCAPE:
SIB DESIGN

INTERIOR:

HOMESTAKE MPD
AFFORDABLE HOUSING

1875 Homestake Road
Park City, Utah

PROJECT #:
210036

ISSUE DATE:
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ISSUE:
MPD-CUP APPLICATION

REVISIONS

GENERAL NOTES AND
CODE ANALYSIS

GI-001

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A1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"



ARCHITECTURAL SITE
PLAN
AS-101

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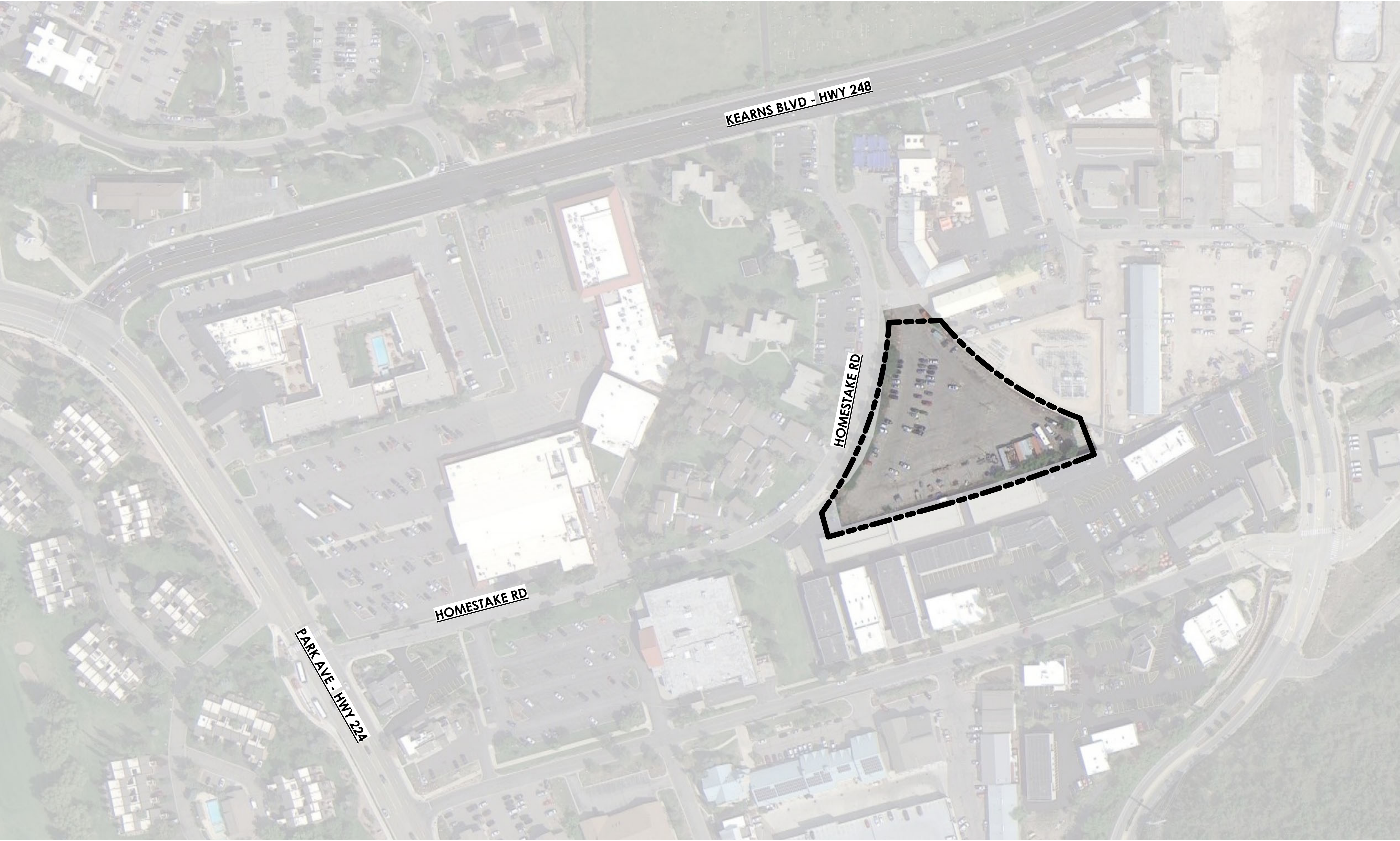
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A1 ARCHITECTURAL SITE PLAN AERIAL
SCALE: 1" = 80'-0"

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SITE AERIAL MAP

EXHIBIT A

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AREA ANALYSIS

NAME	AREA (SF)
PARKING LEVEL	
AMENITY	981 SF
MECH-STG	1,845 SF
STORAGE	2,484 SF
SUPPORT	321 SF
UTIL	702 SF
PARKING	42,237 SF
EAST CORE-0	808 SF
NORTH STAIR - 0	677 SF
SOUTH ELEV-0	81 SF
SOUTH STAIR-0	528 SF
	50,665 SF

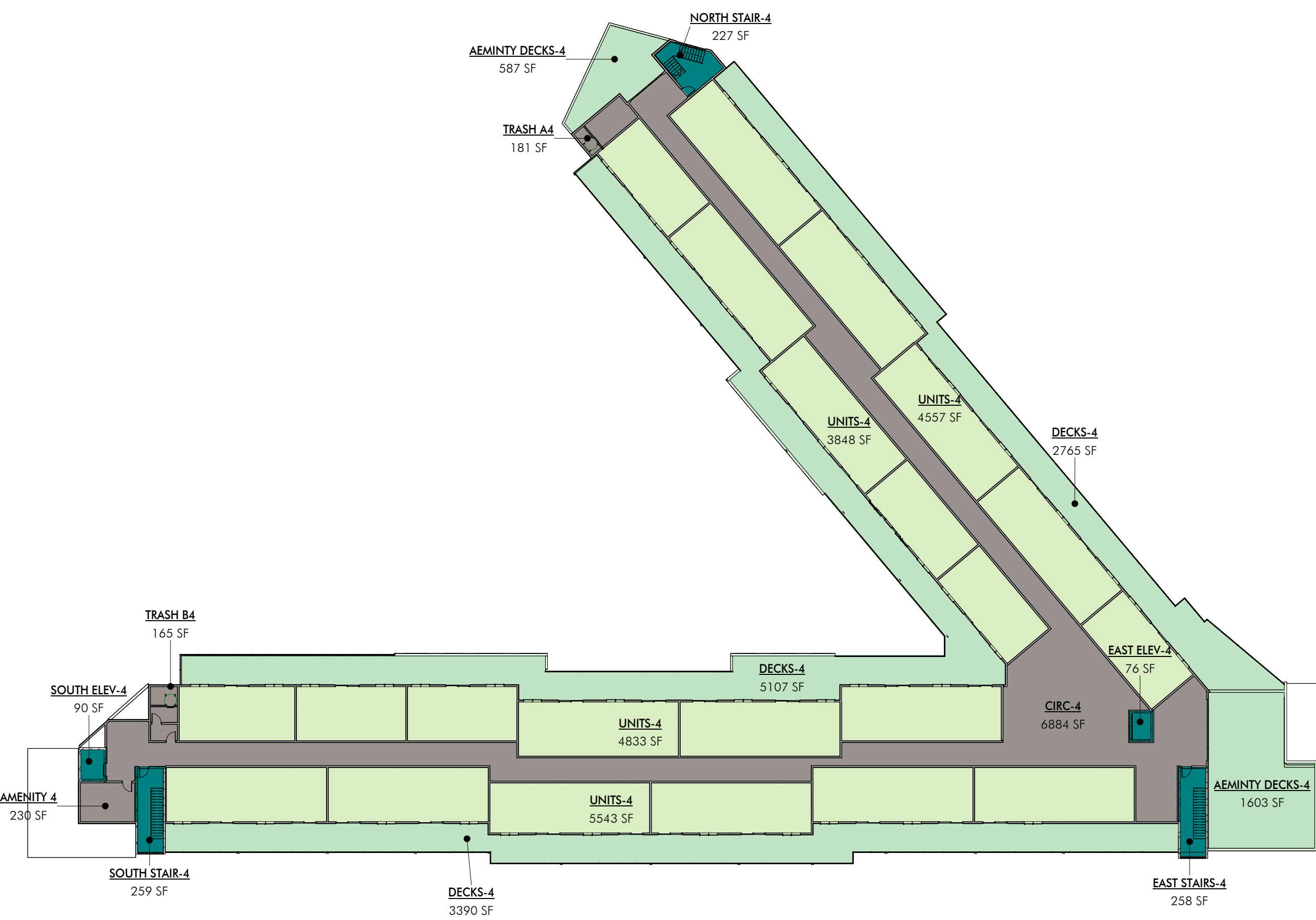
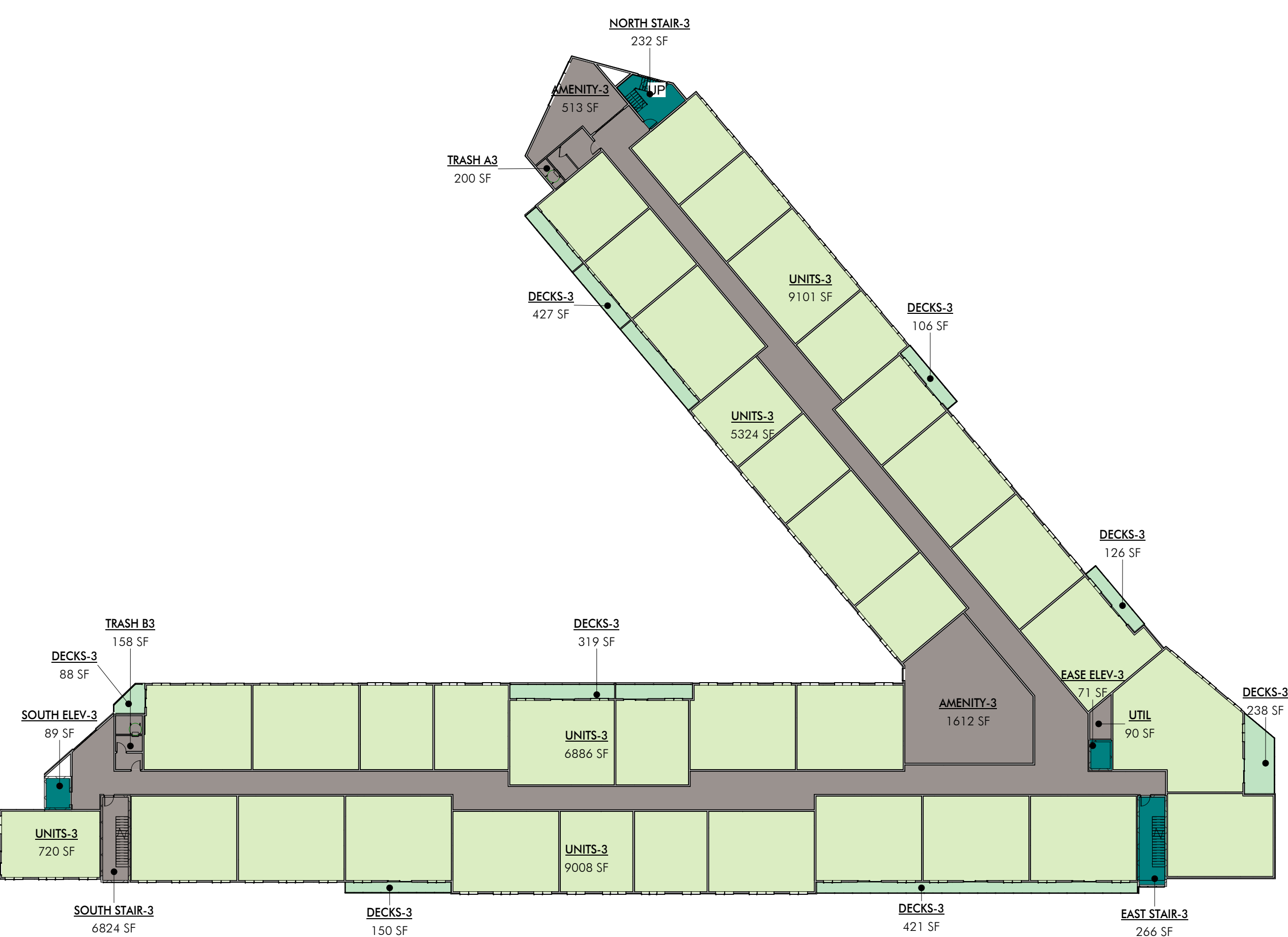
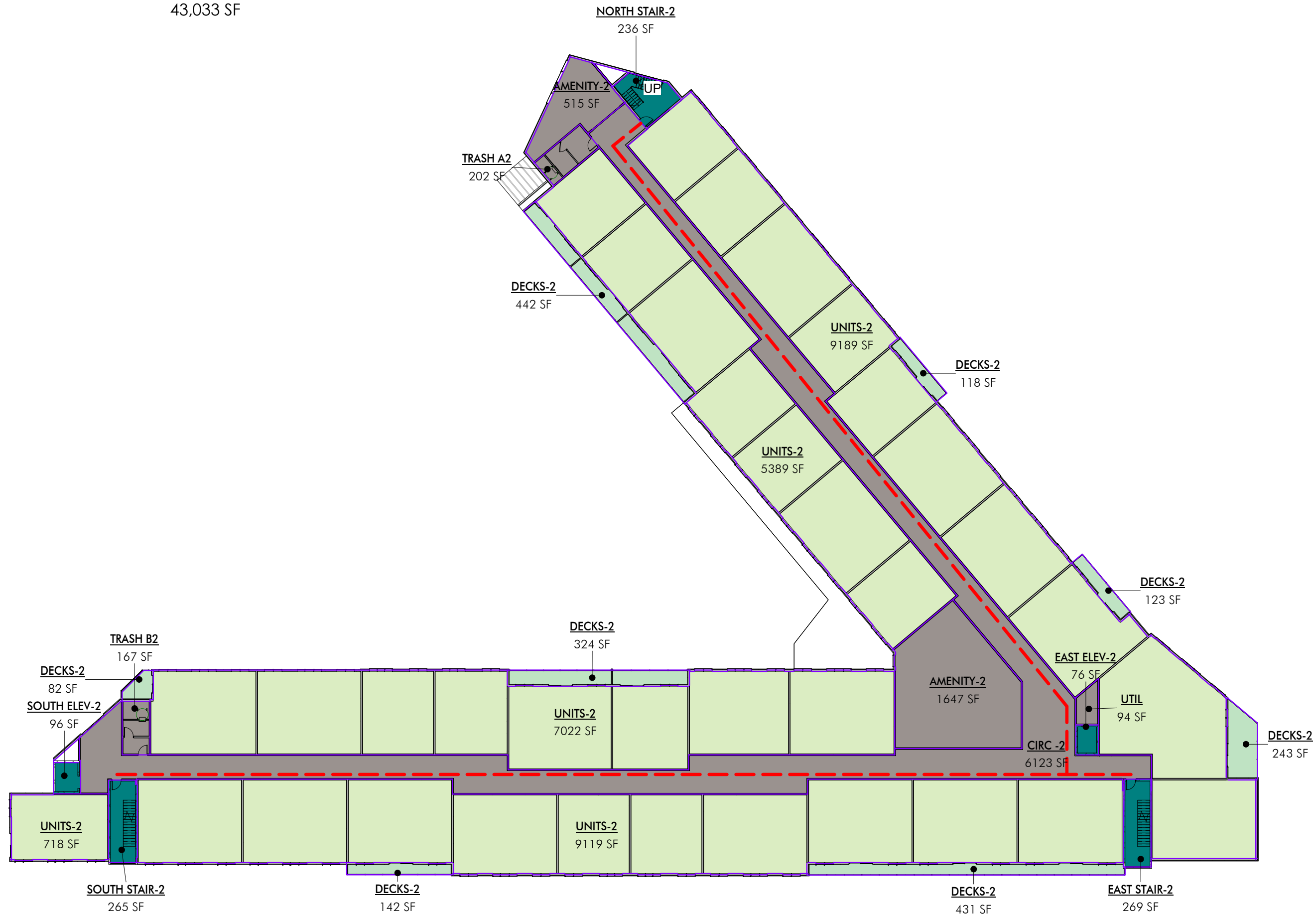
GROUND LEVEL	
AMENITY-1	2,067 SF
LOBBY-CIRC	9,829 SF
TRASH A1	452 SF
TRASH B1	293 SF
UTIL-1	531 SF
EAST ELEV-1	71 SF
EAST STAIR-1	281 SF
NORTH STAIR - 1	230 SF
SOUTH ELEV-1	95 SF
SOUTH STAIR-1	269 SF
UNITS-1	25,665 SF
	39,781 SF

LEVEL 2	
AMENITY-2	2,162 SF
CIRC -2	6,123 SF
TRASH A2	202 SF
TRASH B2	167 SF
UTIL	94 SF
DECKS-2	1,905 SF
EAST ELEV-2	76 SF
EAST STAIR-2	269 SF
NORTH STAIR-2	236 SF
SOUTH ELEV-2	96 SF
SOUTH STAIR-2	265 SF
UNITS-2	31,439 SF
	43,033 SF

AREA ANALYSIS

NAME	AREA (SF)
LEVEL 3	
AMENITY-3	2,125 SF
CIRC-3	0 SF
TRASH A3	200 SF
TRASH B3	158 SF
UTIL	90 SF
DECKS-3	1,875 SF
EASE ELEV-3	71 SF
EAST STAIR-3	266 SF
NORTH STAIR-3	232 SF
SOUTH ELEV-3	89 SF
SOUTH STAIR-3	6,824 SF
UNITS-3	31,039 SF
	42,969 SF

LEVEL 4	
AMENITY 4	230 SF
CIRC-4	6,884 SF
TRASH A4	181 SF
TRASH B4	165 SF
AEMINTY DECKS-4	2,190 SF
DECKS-4	11,261 SF
EAST ELEV-4	76 SF
EAST STAIRS-4	258 SF
NORTH STAIRS-4	227 SF
SOUTH ELEV-4	90 SF
SOUTH STAIR-4	259 SF
UNITS-4	18,781 SF
	40,602 SF
	217,050 SF



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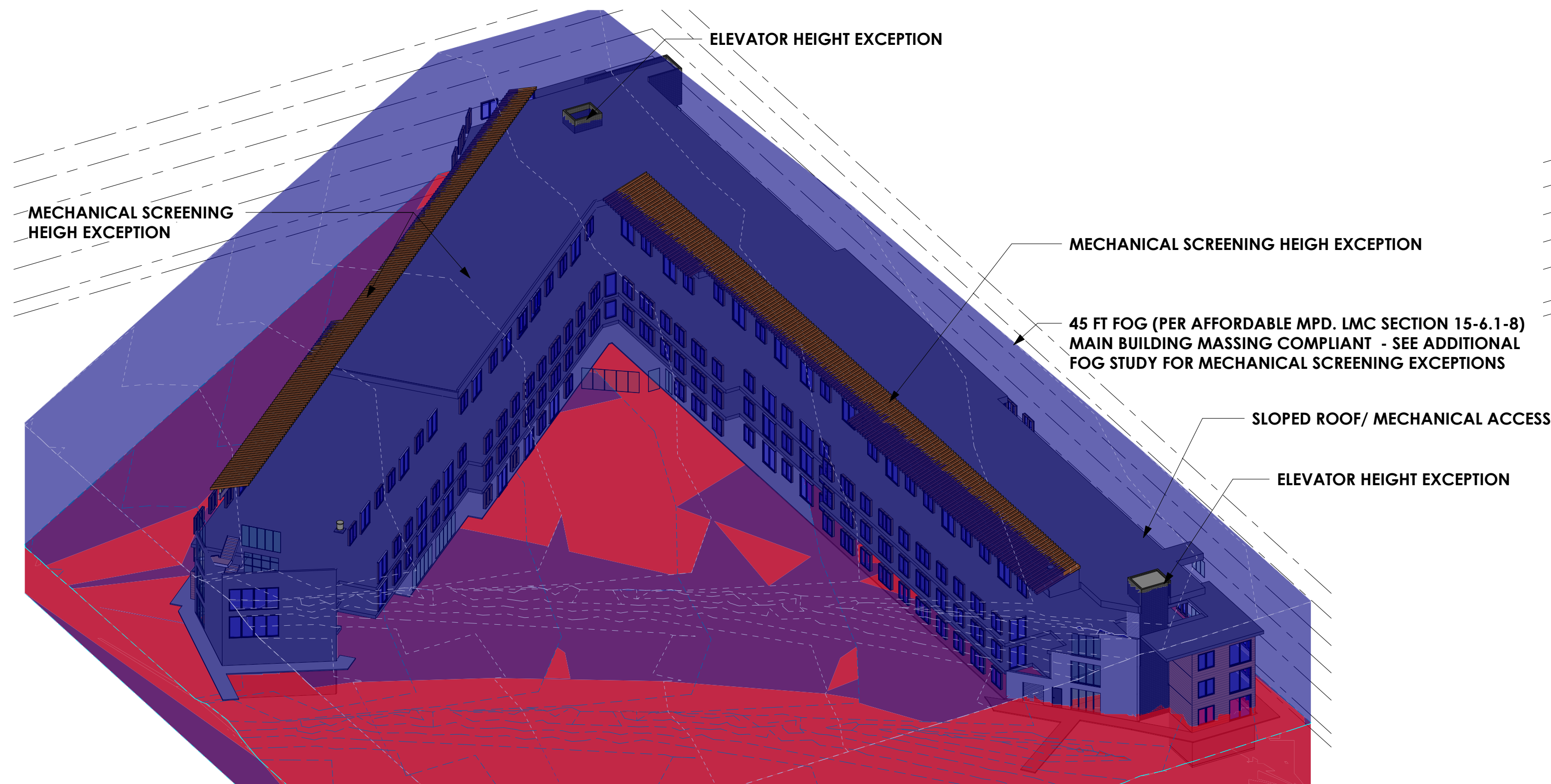
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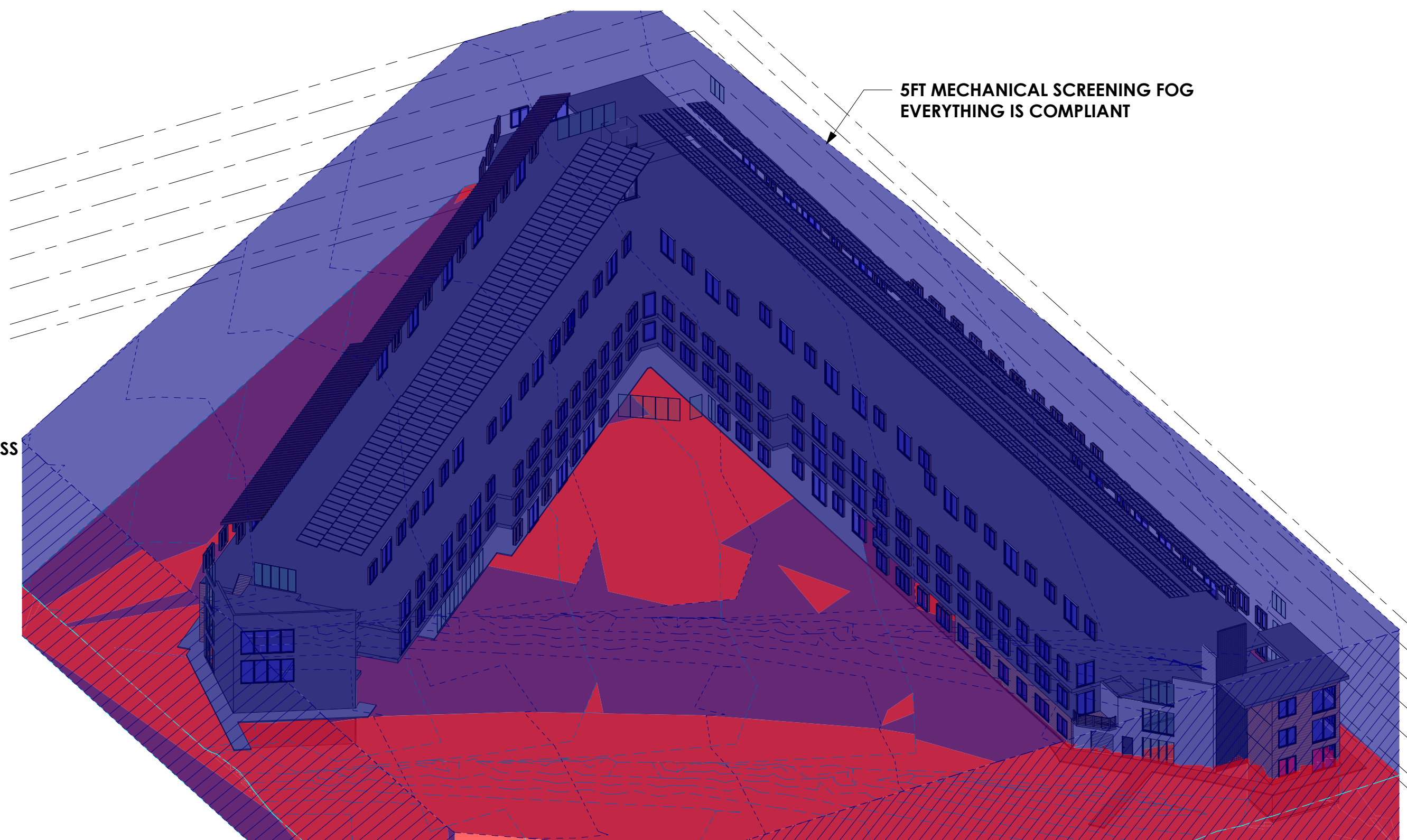
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AREA PLANS
EXHIBIT C
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C1 FOG STUDY
SCALE:



C4 FOG STUDY - EXCEPTION
SCALE:

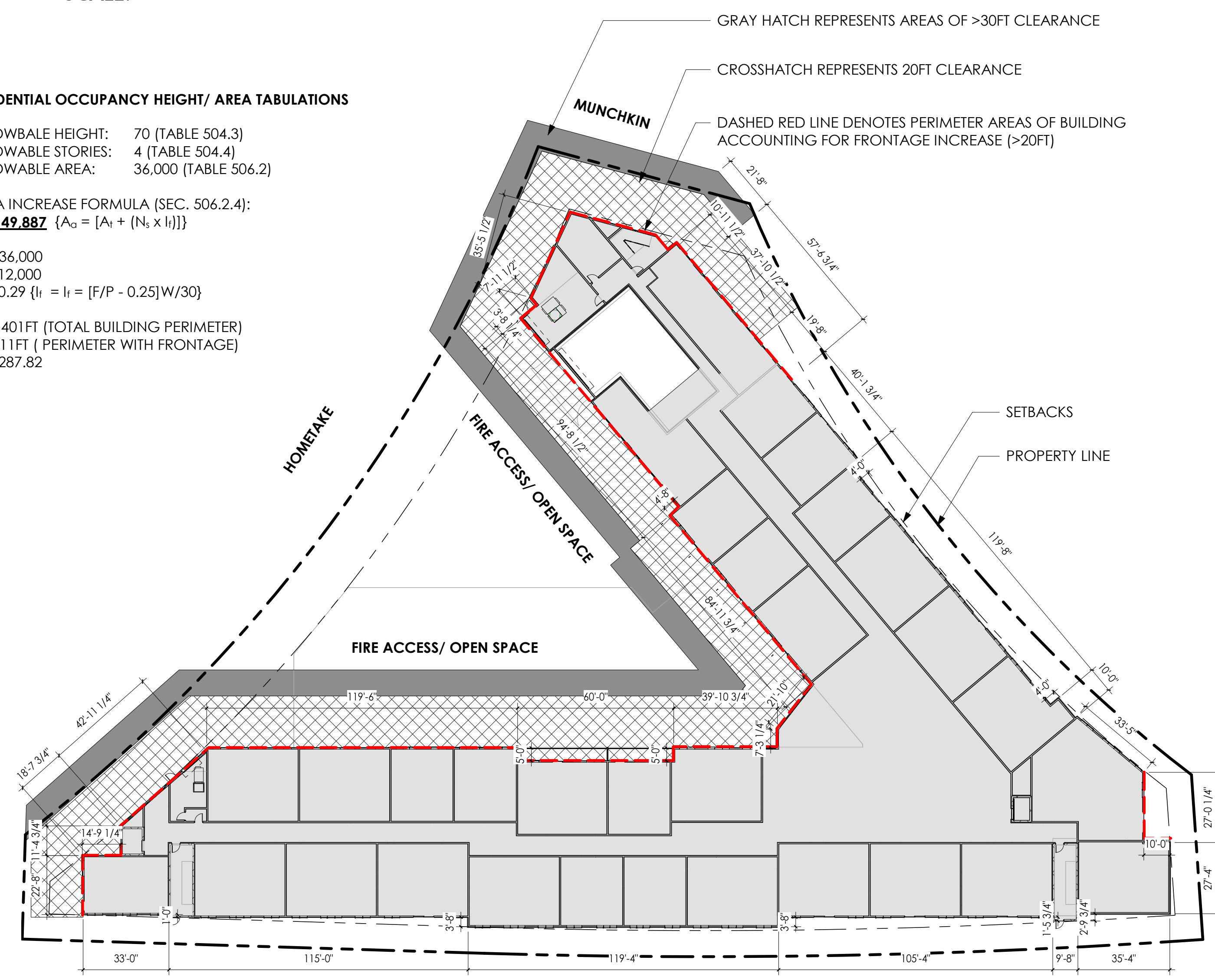
RESIDENTIAL OCCUPANCY HEIGHT/ AREA TABULATIONS

ALLOWABLE HEIGHT: 70 (TABLE 504.3)
ALLOWABLE STORIES: 4 (TABLE 504.4)
ALLOWABLE AREA: 36,000 (TABLE 506.2)

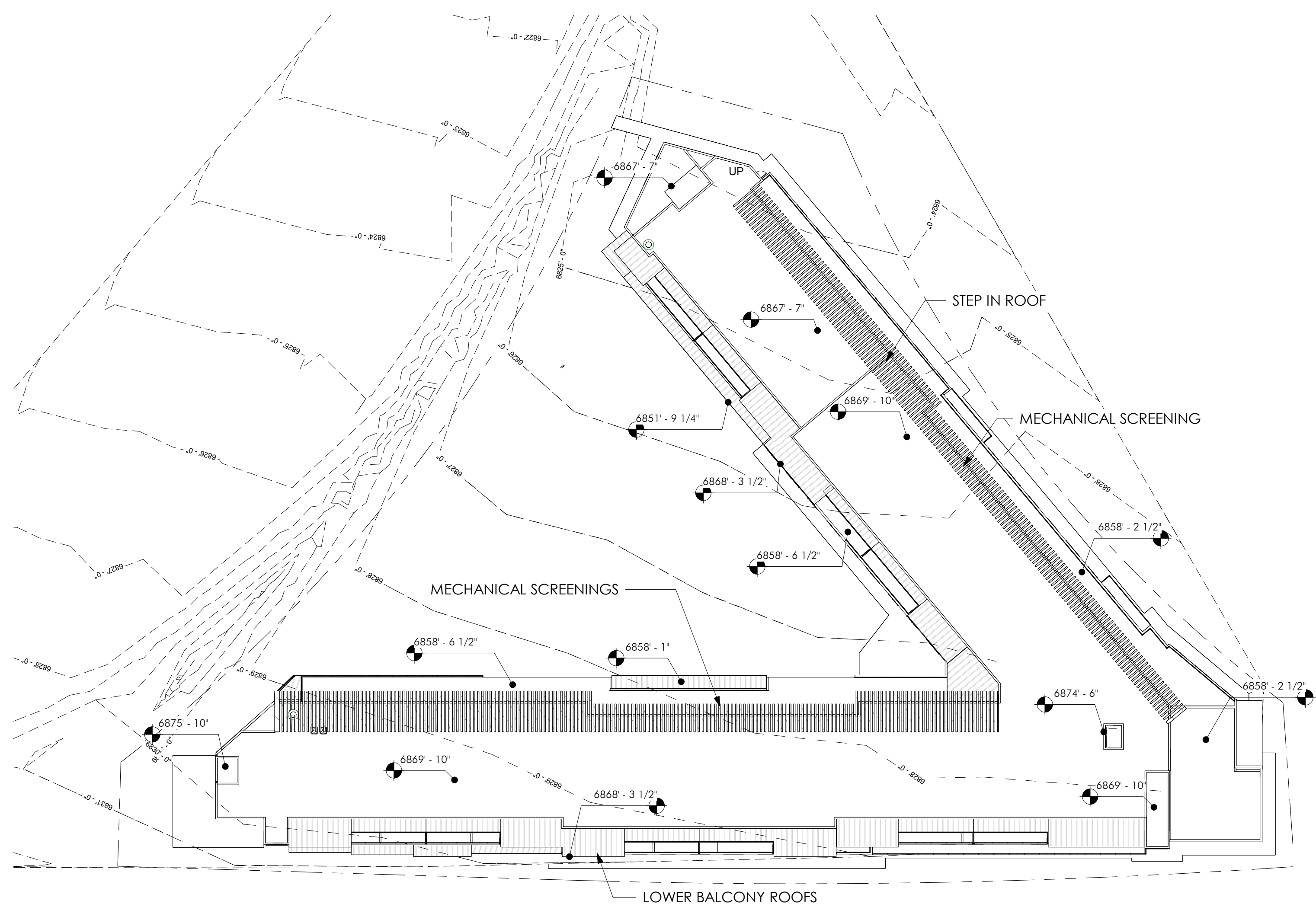
AREA INCREASE FORMULA (SEC. 506.2.4):
 $A_o = 49,887$ ($A_o = [A_i + (N_s \times I_r)]$)

$A_i = 36,000$
 $N_s = 12,000$
 $I_r = 0.29$ ($I_r = [F/P - 0.25]W/30$)

$P = 1,401$ FT (TOTAL BUILDING PERIMETER)
 $F = 71$ FT (PERIMETER WITH FRONTAGE)
 $W = 287.82$



A1 GROUND LEVEL - FLOOR AREA CALCULATION
SCALE: 1/32" = 1'-0"



A4 ROOF OVER EXISTING TOPOGRAPHY
SCALE: 1/32" = 1'-0"

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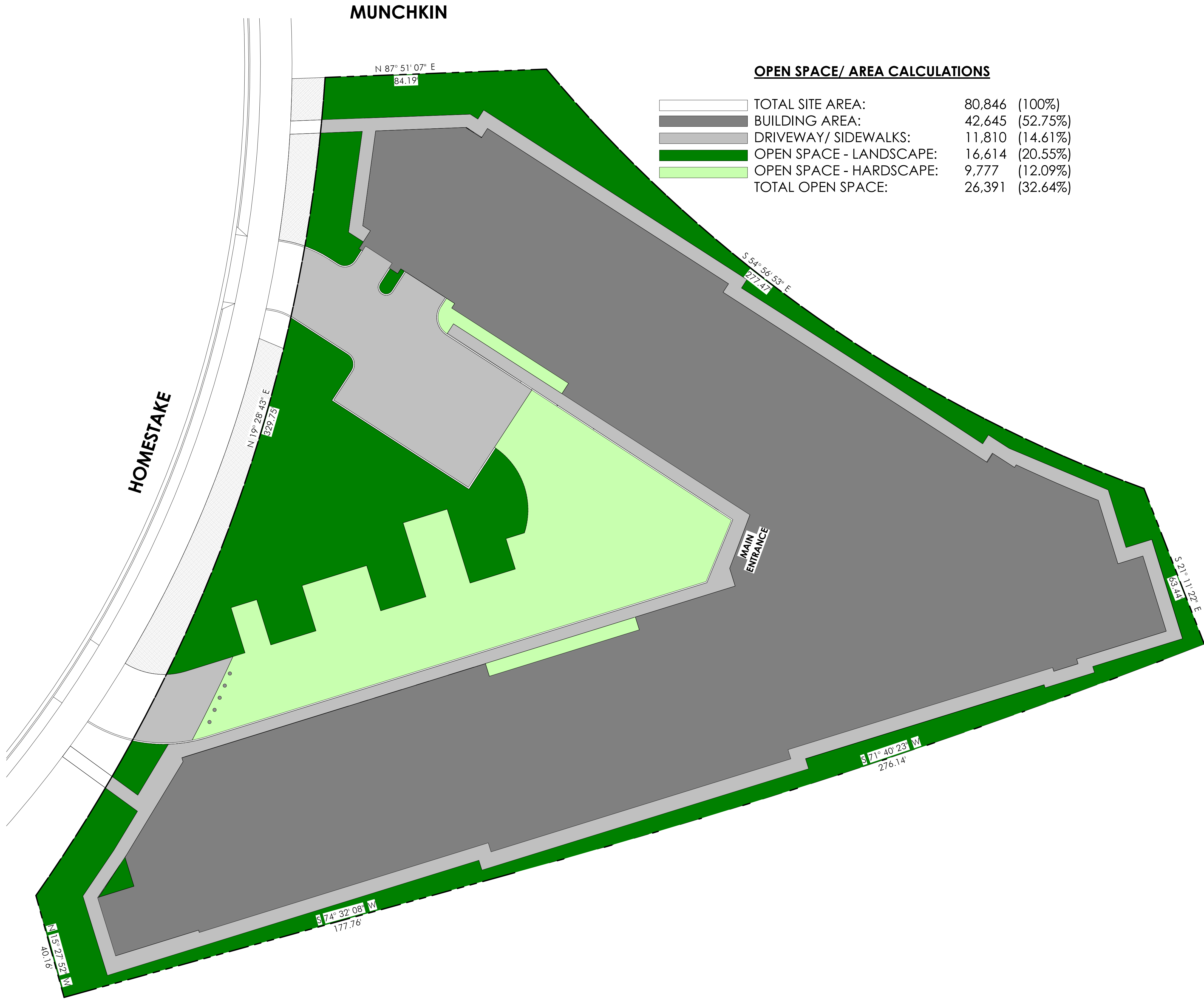
ALLOWABLE AREA -
HEIGHT ANALYSIS

EXHIBIT D

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A2 OPEN SPACE DIAGRAM
SCALE: 1" = 20'-0"



OPEN SPACE DIAGRAM

EXHIBIT E

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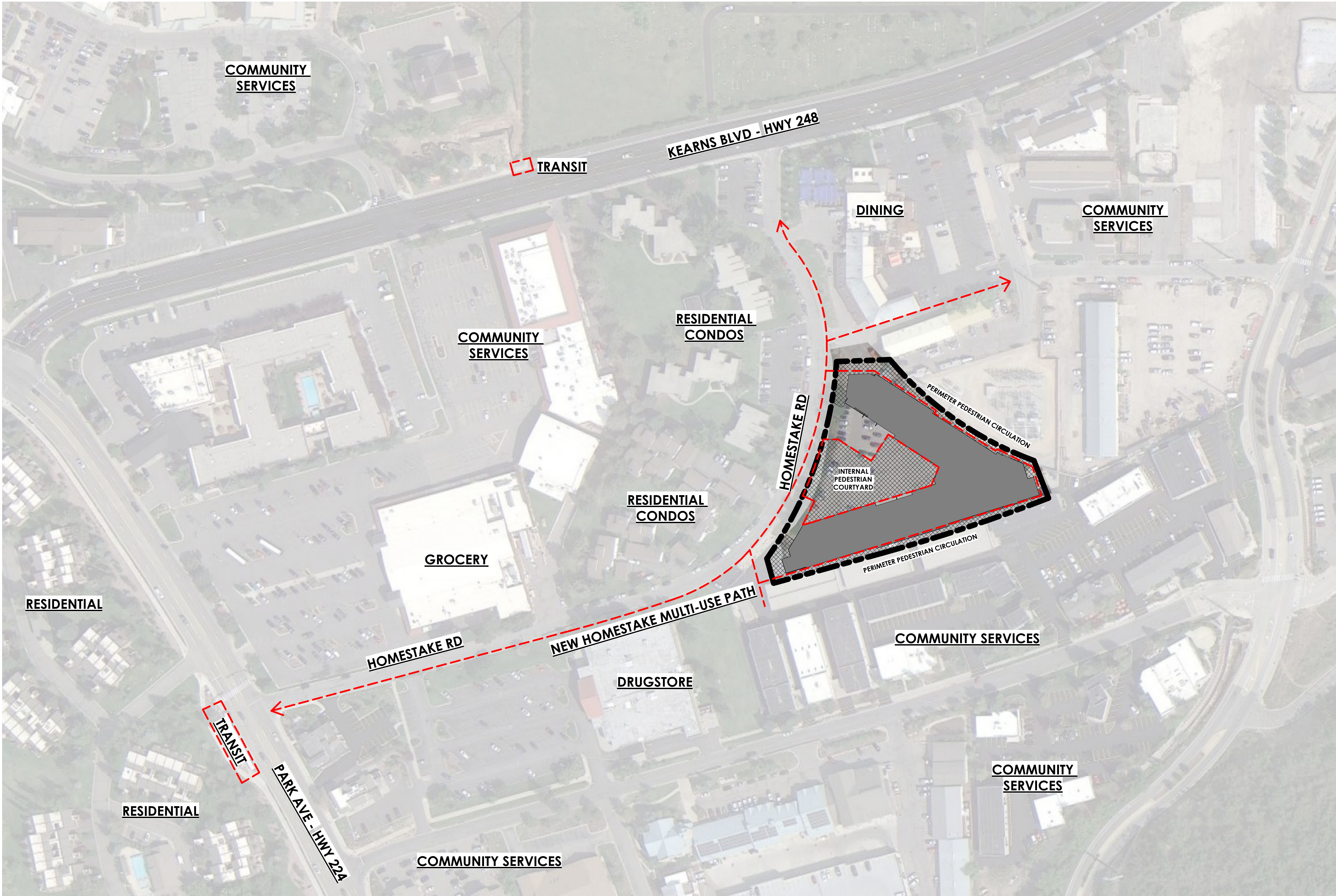
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A1

ARCHITECTURAL SITE PLAN PEDESTRIAN/
COMMUNITY CONNECTIVITY
SCALE: 1" = 80'-0"



PEDESTRIAN
CIRCULATION PLAN

EXHIBIT G

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INTERIOR:

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VIEWS OF THE SITE FROM SURROUNDING PARK CITY AREA

THE PROJECT IS NOT VISIBLE UNTIL IT IS APPROACHED



CROSS CANYON VIEWS

EXHIBIT H

PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

CIVIL:
TALISMAN
STRUCTURAL:
MECHANICAL:
PVE INC
ELECTRICAL:
PVE INC
LANDSCAPE:
SIB DESIGN
INTERIOR:

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SITE APPROACH VIEWS

HOMESTAKE MPD
AFFORDABLE HOUSING

PROJECT #:
210036

ISSUE DATE:
04.13.2022

ISSUE:
MPD-CUP APPLICATION
REVISIONS

EXHIBIT J

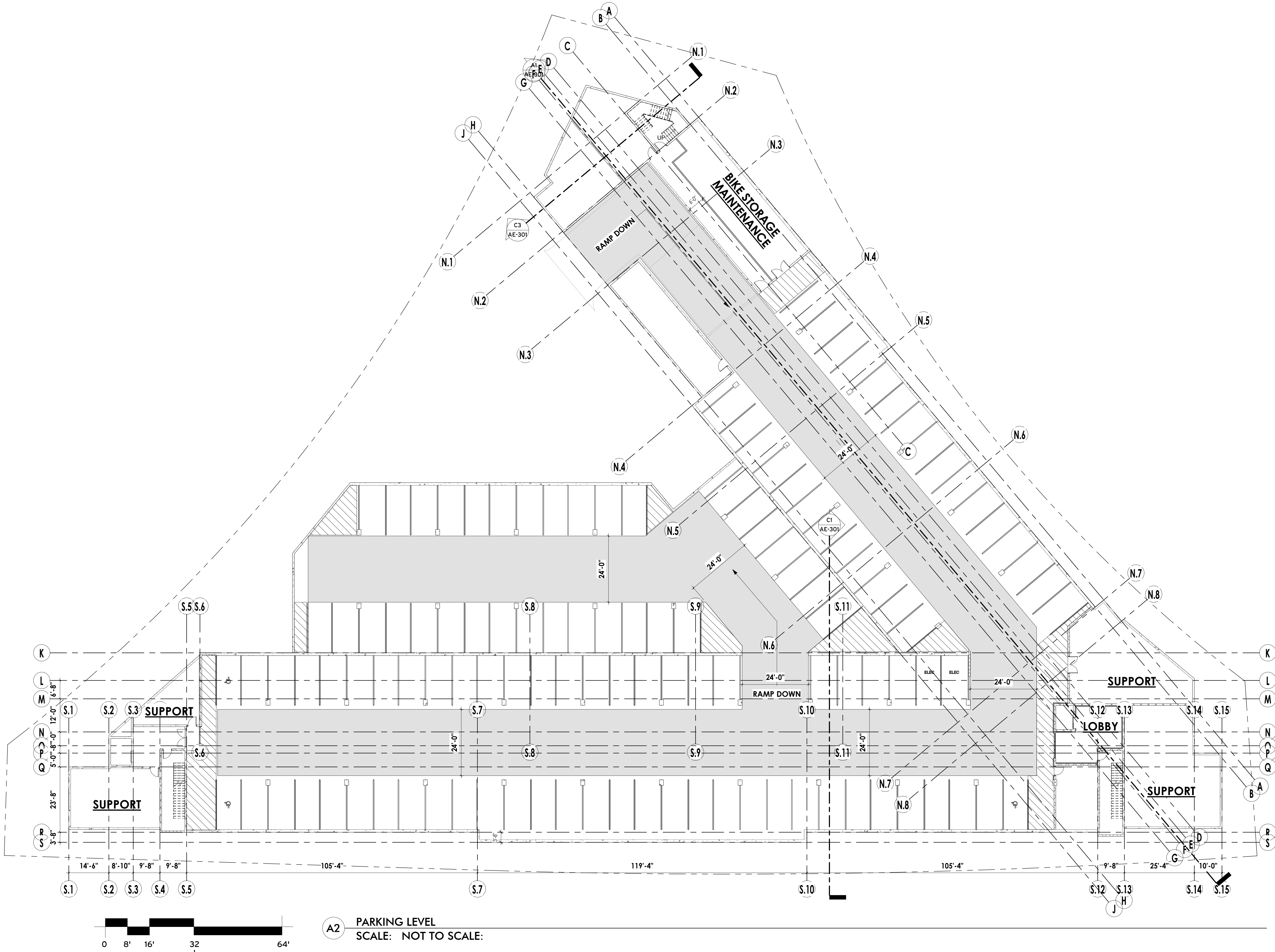
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LANDSCAPE:
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PARKING LEVEL PLAN

AE-101

PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

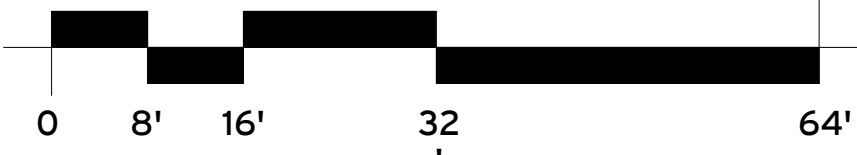
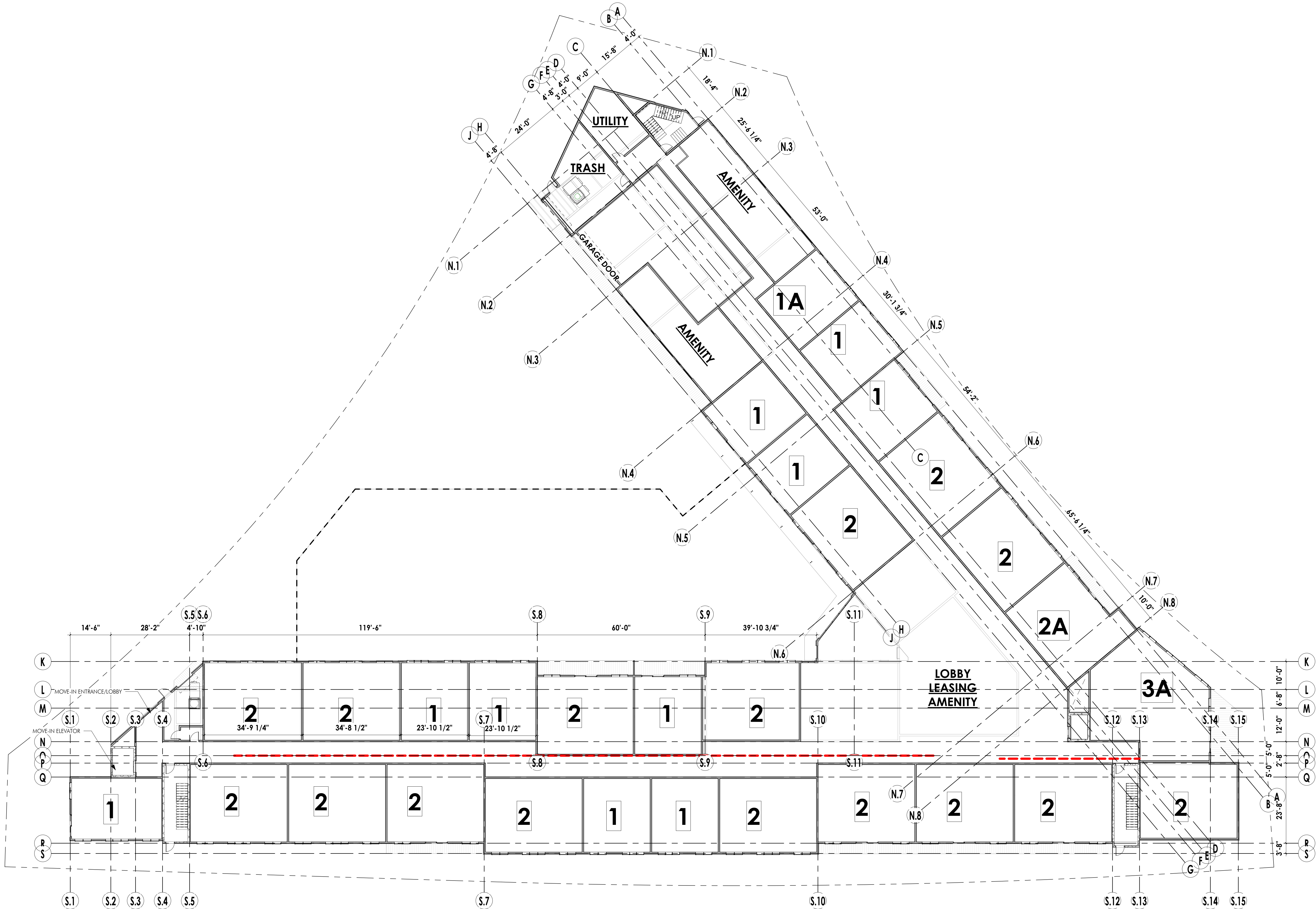
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A2 GROUND LEVEL
SCALE: 1/16" = 1'-0"

GROUND LEVEL FLOOR
PLAN

AE-102

PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

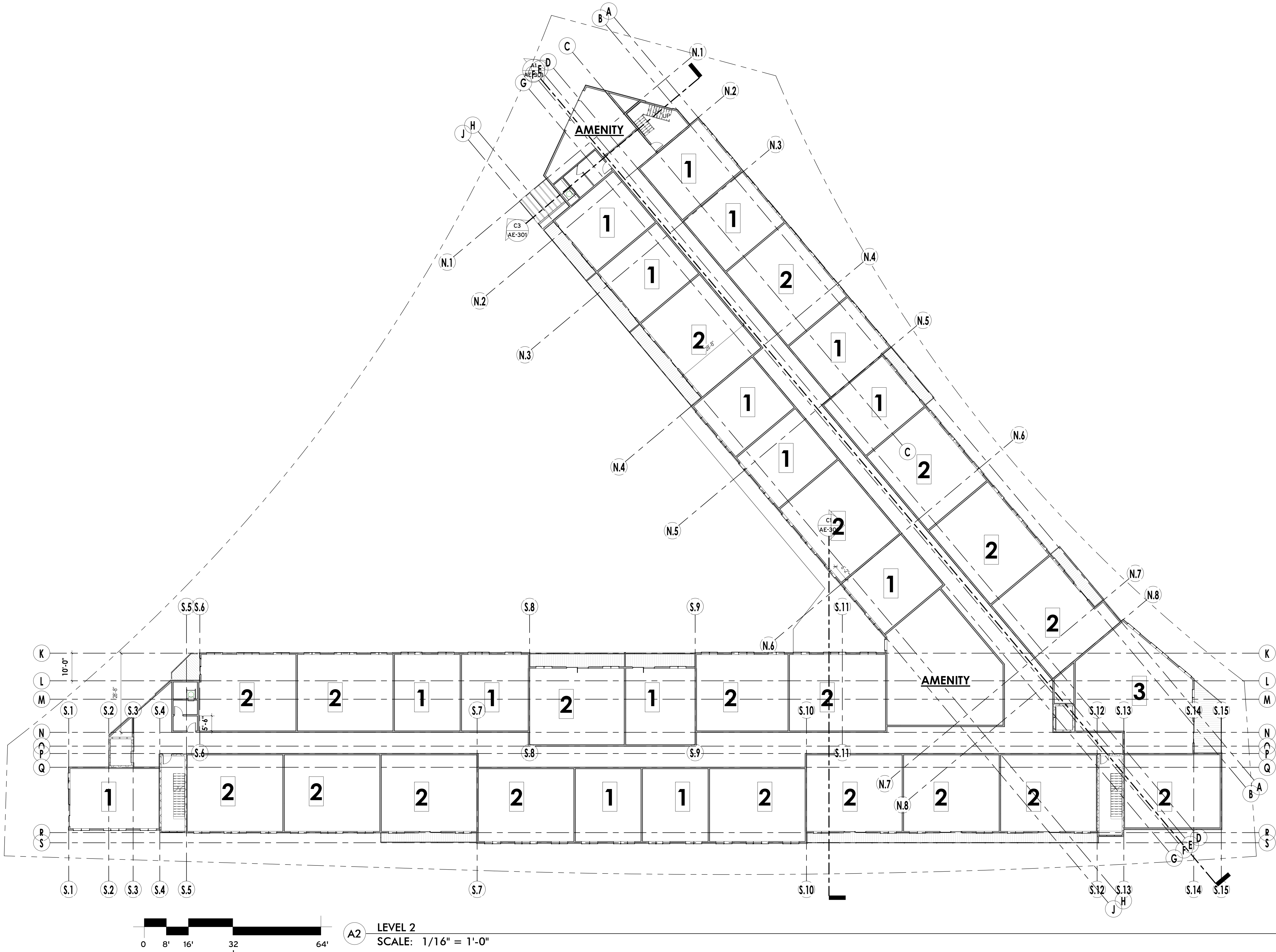
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LANDSCAPE:
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INTERIOR:

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SECOND LEVEL FLOOR
PLAN

AE-103

PROJECT #:
210036
ISSUE DATE:
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ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

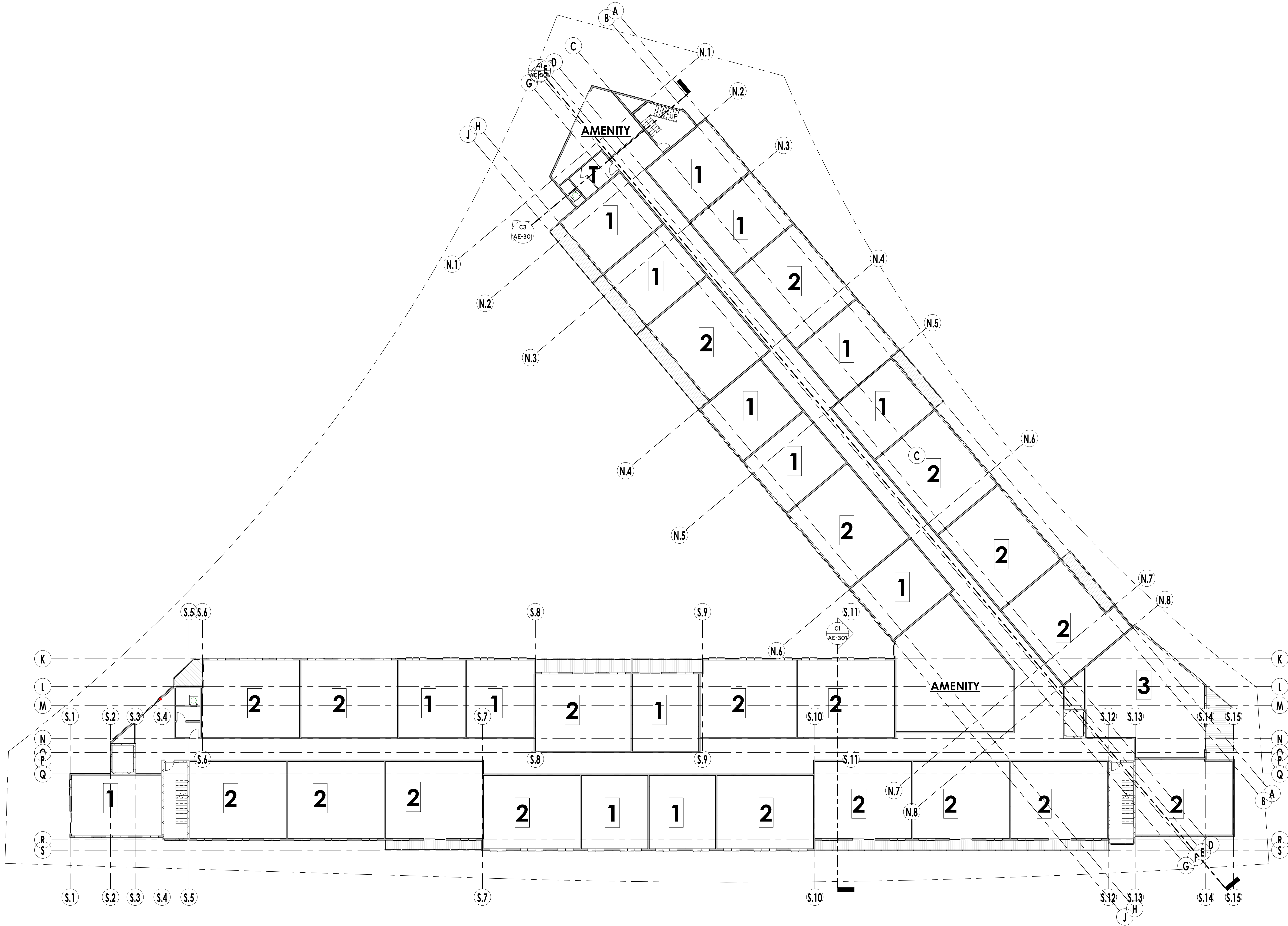
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STRUCTURAL:
MECHANICAL:
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ELECTRICAL:
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LANDSCAPE:
SIB DESIGN
INTERIOR:

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THIRD LEVEL FLOOR PLAN

AE-104

PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

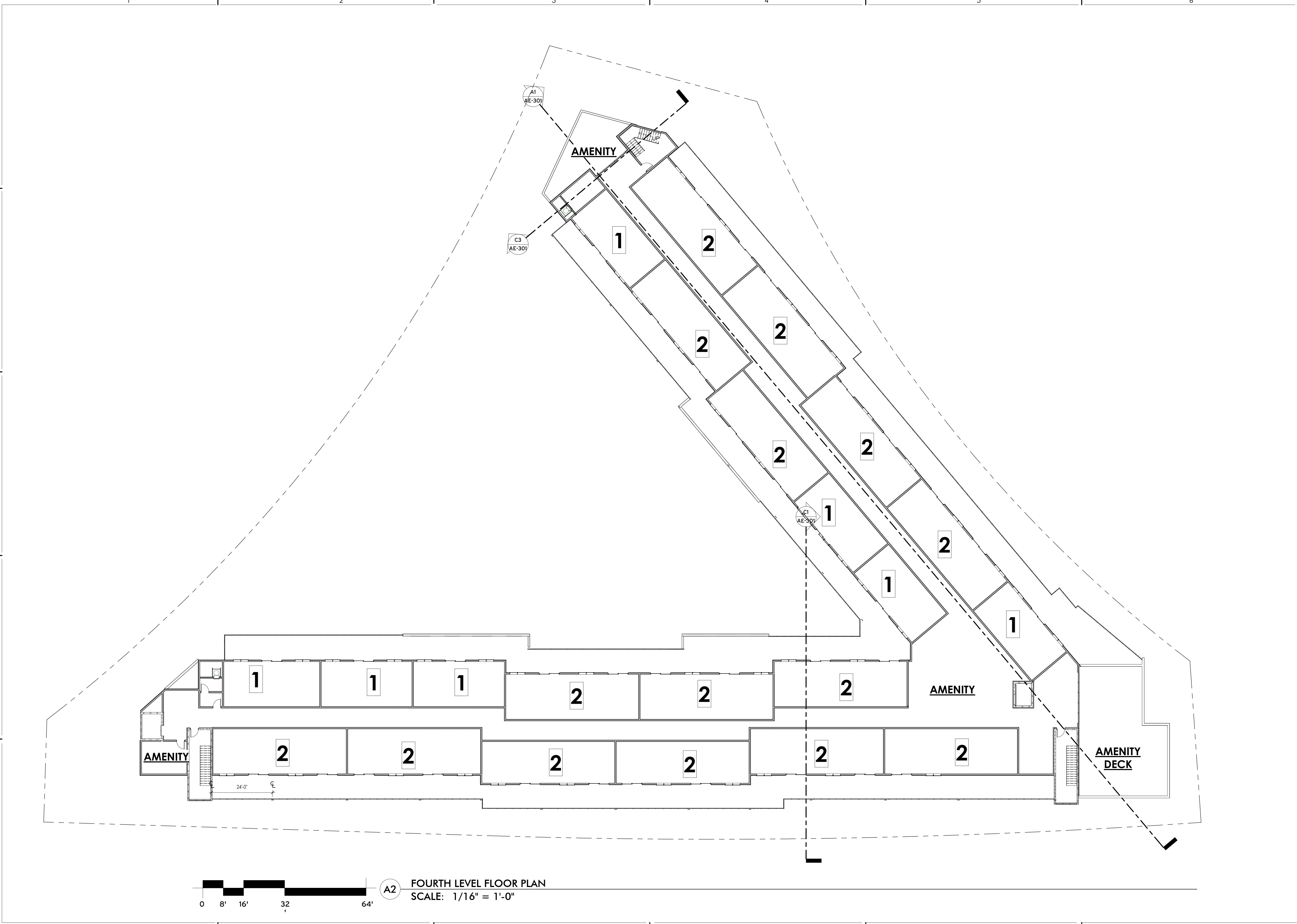
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STRUCTURAL:
MECHANICAL:
PVE INC
ELECTRICAL:
PVE INC
LANDSCAPE:
SIB DESIGN
INTERIOR:

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FOURTH LEVEL FLOOR
PLAN
AE-105
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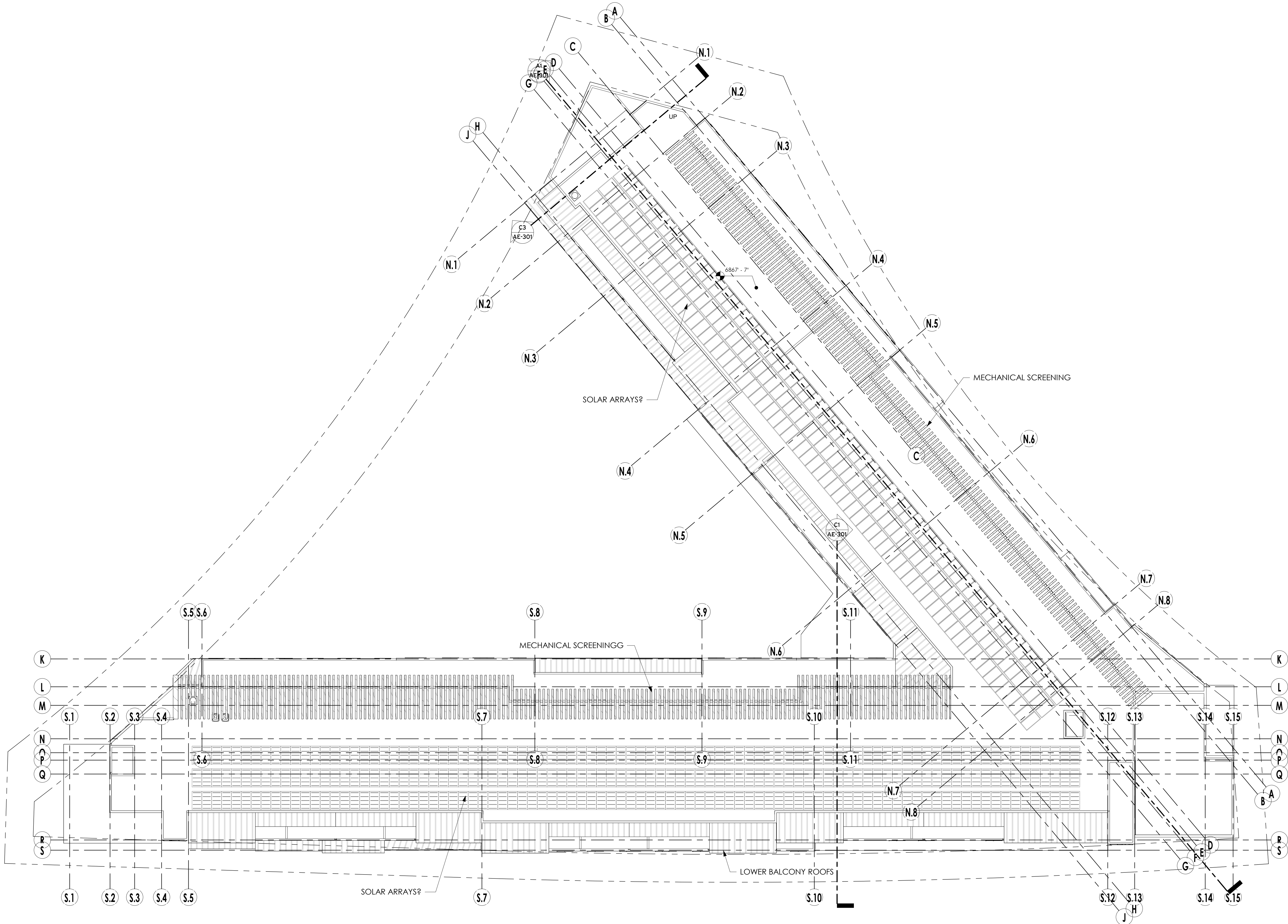
PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

CIVIL:
TALISMAN
STRUCTURAL:
MECHANICAL:
PVE INC
ELECTRICAL:
PVE INC
LANDSCAPE:
SIB DESIGN
INTERIOR:

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A2 ARCHITECTURAL ROOF PLAN
SCALE: 1/16" = 1'-0"

ARCHITECTURAL ROOF
PLAN

AE-109

PROJECT #:
210036
ISSUE DATE:
06.13.2022
ISSUE:
MPD-CUP APPLICATION
REVISIONS

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

CIVIL:
TALISMAN
STRUCTURAL:
MECHANICAL:
PVE INC
ELECTRICAL:
PVE INC
LANDSCAPE:
SIB DESIGN
INTERIOR:

PLANNING
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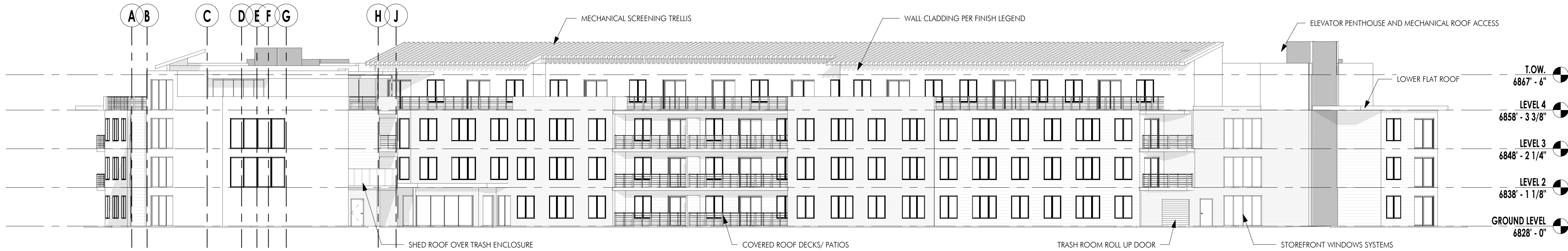
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B1 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



A1 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

**HOMESTAKE MPD
AFFORDABLE HOUSING**
1875 Homestake Road
Park City, Utah

PROJECT #:
210036
ISSUE DATE:
06.13.2022
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MPD-CUP APPLICATION
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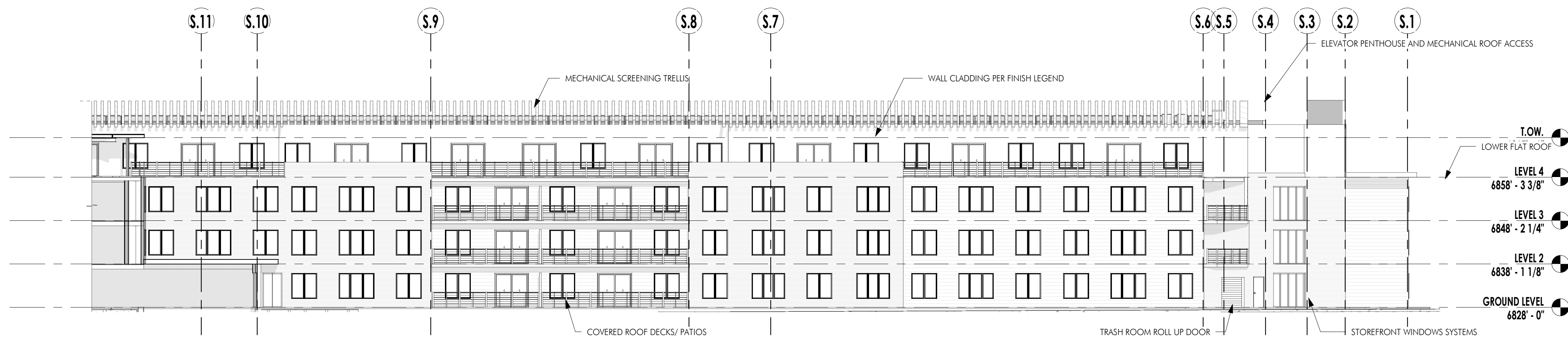
ELEVATIONS
AE-201
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STRUCTURAL:
MECHANICAL:
PVE INC
ELECTRICAL:
PVE INC
LANDSCAPE:
SIB DESIGN
INTERIOR:

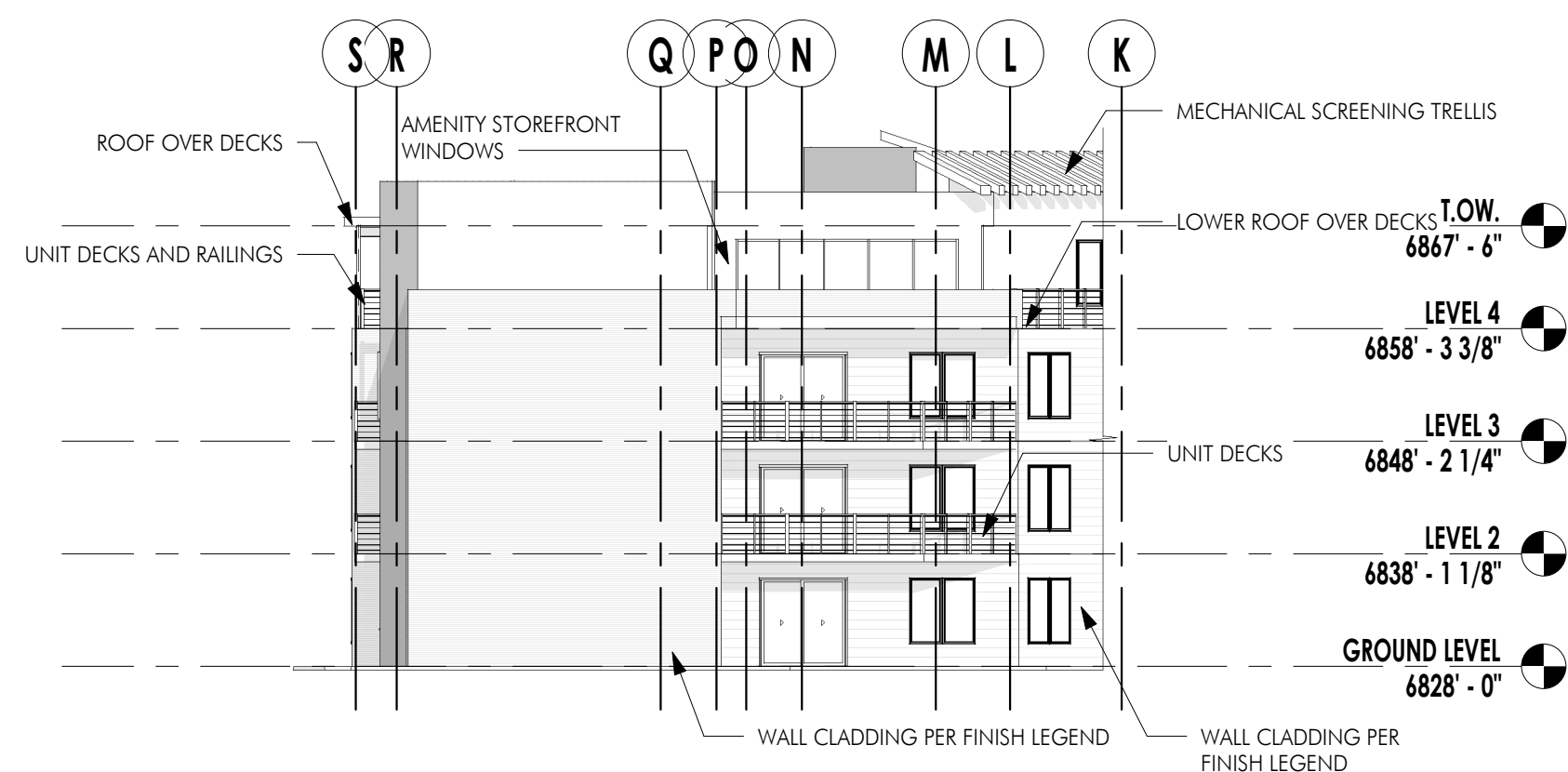
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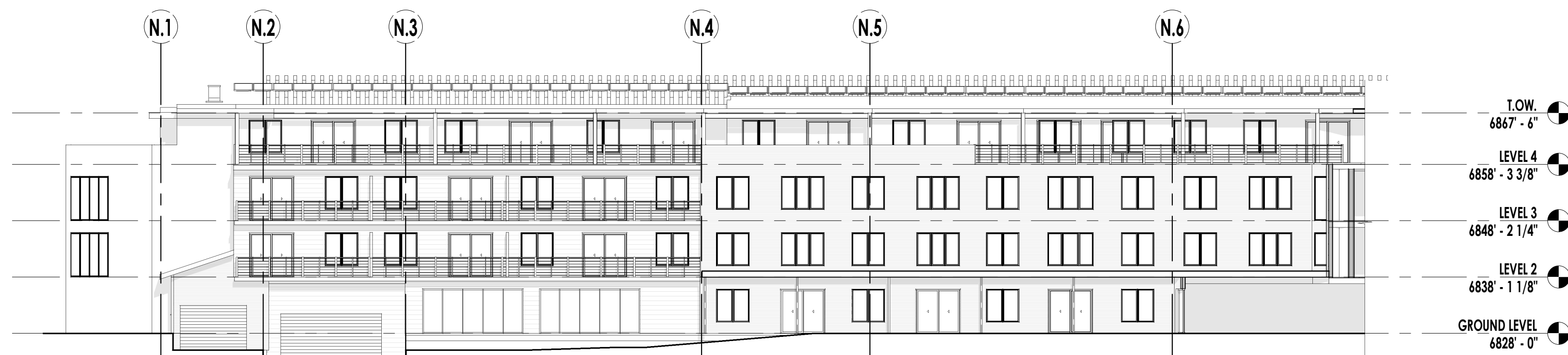
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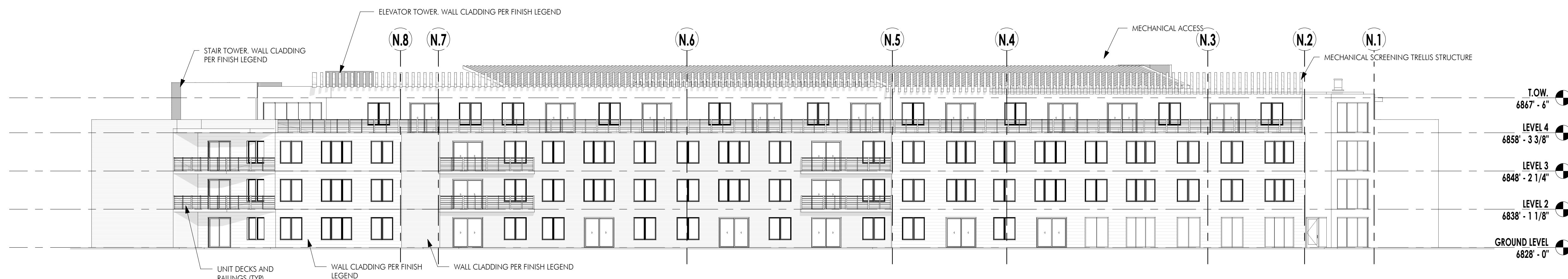
D1 NORTH INTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



B1 EAST PARTIAL ELEVATION
SCALE: 1/16" = 1'-0"



B3 WEST INTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



A1 EAST ELEVATION
SCALE: 1/16" = 1'-0"

WOW

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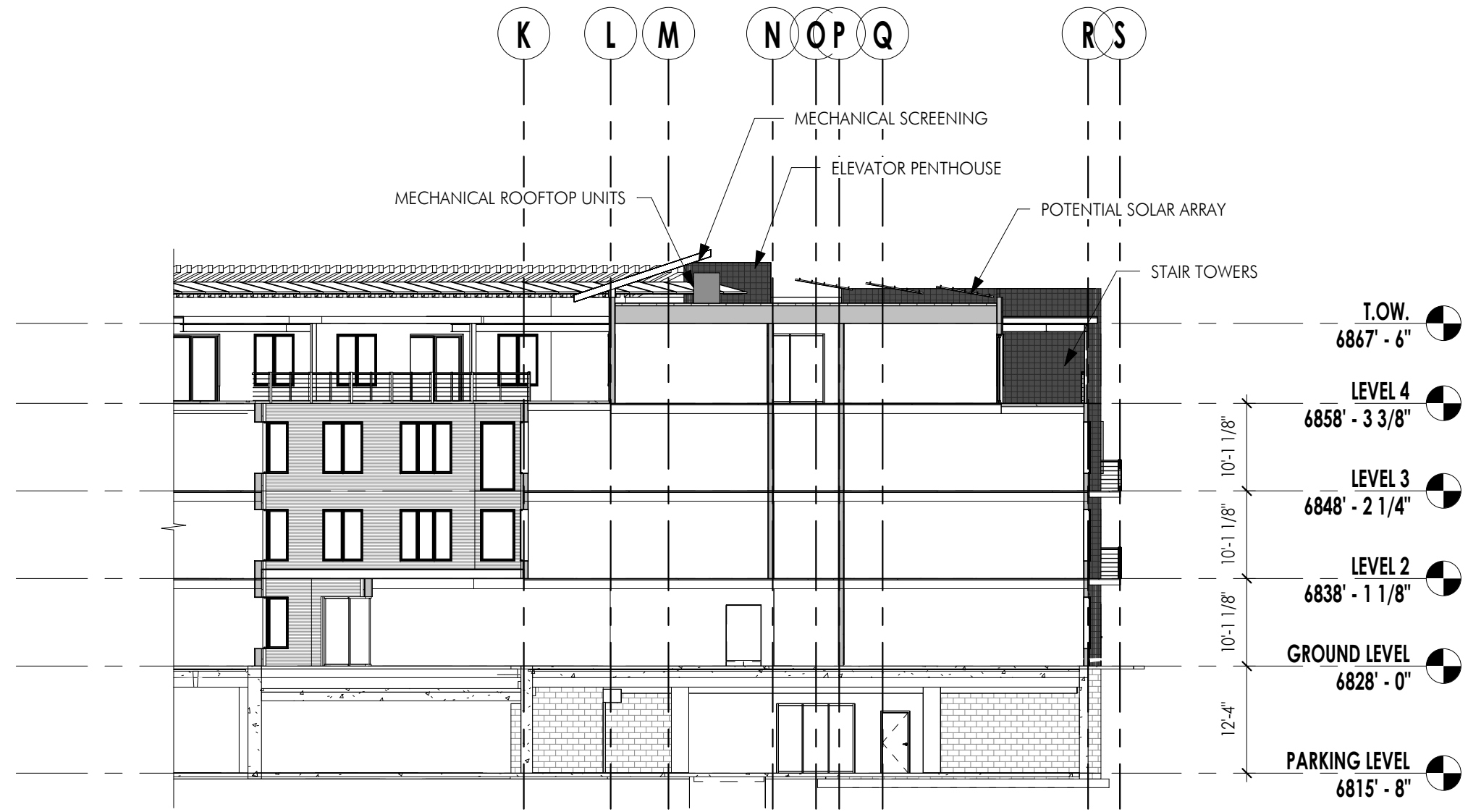
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STRUCTURAL: PVE INC
MECHANICAL: PVE INC
ELECTRICAL: PVE INC
LANDSCAPE: SIB DESIGN
INTERIOR:

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

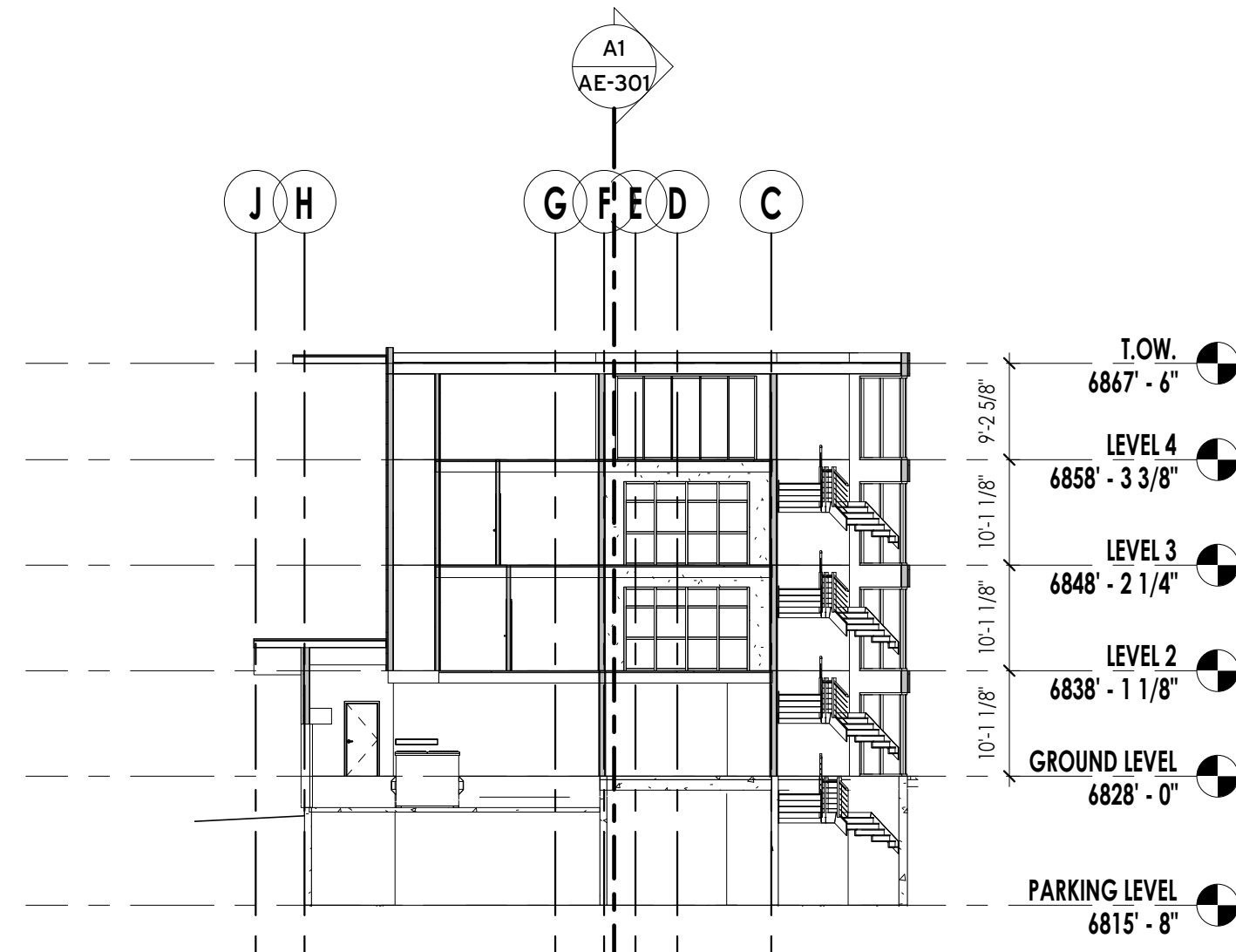
PROJECT #: 210036
ISSUE DATE: 06.13.2022
ISSUE: MPD-CUP APPLICATION
REVISIONS

ELEVATIONS
AE-202
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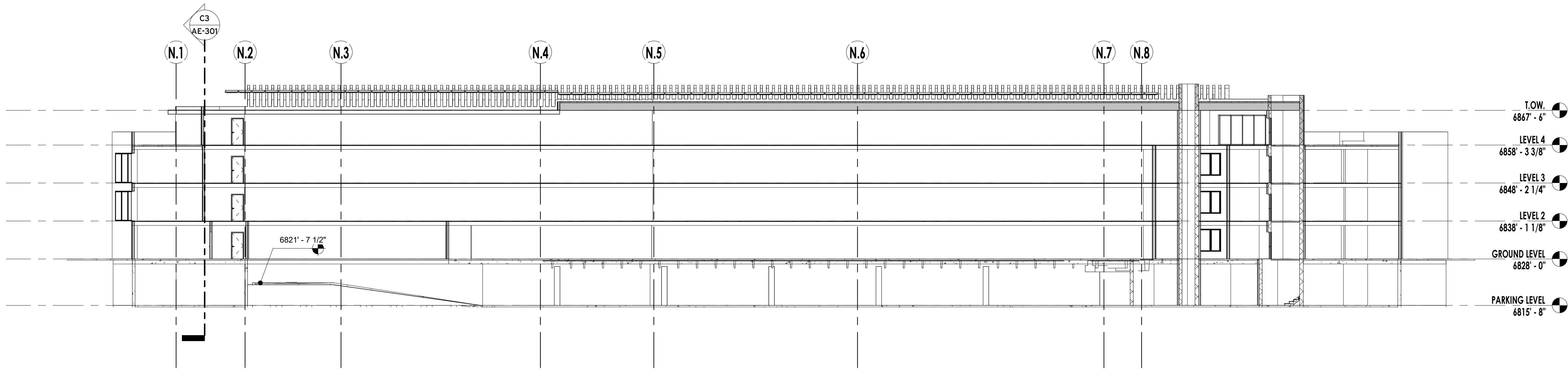
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C1 SOUTH CROSS SECTION
SCALE: 1/16" = 1'-0"



C3 NORTH CROSS SECTION
SCALE: 1/16" = 1'-0"



A1 RAMP SECTION
SCALE: 1/16" = 1'-0"

WOW
PLANNING
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CIVIL: TALISMAN
STRUCTURAL: PVE INC
MECHANICAL: PVE INC
ELECTRICAL: PVE INC
LANDSCAPE: SIB DESIGN
INTERIOR:

HOMESTAKE MPD
AFFORDABLE HOUSING
1875 Homestake Road
Park City, Utah

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ISSUE DATE: 06.13.2022
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REVISIONS

BUILDING SECTIONS

AE-301

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Planning Commission Staff Report



Subject: Review of the Housing Element of the General Plan
Authors: Housing Team
Date: July 27, 2022
Type of Item: Legislative – General Plan Amendment

Recommendation

Review, provide feedback, and conduct a public hearing before agreeing on a recommendation to the City Council for approval of the Moderate-Income Housing Plan (MIHP) that serves as the Housing Element of the General Plan.

Description

Applicant: Housing Team
Reason for Review: The State requires annual updates to the Housing Element of the General Plan.

Abbreviations

AMI	Area Median Income
DWS	Department of Workforce Services
LIHTC	Low Income Housing Tax Credits
MIHP	Moderate Income Housing Plan
RDA	Redevelopment Authority

Background

In their 2022 session, the State Legislature enacted [HB 462](#), requiring annual updating of the Housing Element of the General Plan also referred to as a Moderate-Income Housing Plan (MIHP). The Housing Team brought information to the Planning Commission on [June 22, 2022](#), outlining the new reporting and planning requirements in preparation for the review of the 2022 Annual Moderate Income Housing Plan. The attached MIHP provides the following sections: background on the state of housing in Park City, accomplishments and successes, projection of needs drawn from the [2021 Housing Needs Assessment](#) completed by James Wood, Ivory Boyer Senior Fellow of the Kem C. Gardner Policy Institute at the University of Utah, and strategies to address the housing needs over the next year. As directed by the Department of Workforce Services (DWS), the strategies are derived directly from the State's codified list of strategies. These goals are required to satisfy State requirements. Planning staff will return to the Commission for an August 10 work session to discuss specific Land Management Code amendments to further incentivize affordable housing development.

Analysis

What follows is a brief overview of key findings from the 2021 Housing Needs Assessment and highlights of the 2022 MIHP. The full MIHP is attached as EXHIBIT A.

Affordable housing is a challenge nationwide. However, Park City has additional unique challenges. Park City is a beautiful mountain community that attracts wealthy families wanting to live and recreate here, raising housing costs as well as the Area Median Income (AMI). For instance, the AMI for a family of three in Salt Lake County is \$92,160 as compared to \$121,230 in Summit County. Park City's economy also depends on tourism, requiring a large workforce working primarily low-wage jobs to keep up with high service demands.

While the State defines moderate-income housing as 80% of Area Median Income (AMI), it doesn't provide the true picture of housing needs in Summit County. AMI is calculated by the Department of Housing and Urban Development (HUD) and is based on households that live in Park City, not on those who work in Park City. Therefore, 80 percent of AMI is substantially higher than the median workforce wage (WFW). Annually, the Housing Team calculates the WFW for the prior year to determine what level of AMI to target to address the housing needs of those working full-time in the community. In 2022, 80 percent of AMI for a family of three is \$96,984, median WFW for a family of three is \$76,416.

There are over 9,000 dwelling units in Park City, of which 3,193 are occupied year-round. In the first quarter of 2022, the average cost to purchase a single-family home was \$3.5 million, and \$850,000 for a condo. The current average market rent for a two-bedroom unit is \$3,000. In contrast, sales prices, and rental rates affordable to a family of three earning median Workforce Wage (WFW) would be \$307,000 and around \$1,880 respectively.

There are just under 15,000 jobs in Park City: 2,100 employees live in town, 12,700 commute, and of those commuting, 8,800 come from outside Summit County. Commuters place extra burdens on the community in the form of auto emissions, traffic pressures, and a reduction in community vitality. In the past, 15 percent of the workforce lived in Park City. Currently, with 86 percent of the workforce commuting from outside the area, 14 percent of the workforce is living near their job. In 2016, Council established a goal of 800 units by 2026 to maintain the 15 percent level of workforce living in town. Today, according to the [2021 Housing Needs Assessment](#), the past goal of 800 units by 2026 should be replaced with production of 800-1,000 units within the next five years.

More details are in the [2021 Housing Needs Assessment](#) completed by James Wood, Ivory Boyer Senior Fellow of the Kem C. Gardner Policy Institute at the University of Utah.

2022 Five Year Housing Plan

The focus of the 2022 MIHP is to reduce barriers to and facilitate the development of more housing units. The Housing Team proposes the following major goals with year one implementation strategies identified in accordance with State categories. Although Park

City is only required to pick three strategies, in 2022-2023, the Team proposes an additional three for a total of six State-identified strategies. The State's strategy options list is attached in EXHIBIT B.

The following five-year plan is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for year one, July 2022-June 2023. Implementation is laid out to align with State codified strategies included in HR 462, a law that took effect on June 1, 2022.

GOALS

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce and maintains vibrancy and increases diversity of the community.

Objective A: Work with public/private partnerships to build new units.

Objective B: Ensure that new units resulting from development agreements are a mix of rental, for sale units, and units for seasonal workers.

Objective C: Increase the diversity of housing stock to include various unit sizes and types.

Objective D: Reduce and/or eliminate municipal fees for affordable housing development.

Objective E: Create housing opportunities for aging, differently abled, and neuro-diverse populations.

Objective F: Preserve existing moderate-income units.

GOAL III: Make zoning changes and amend the Land Management Code as an incentive for affordable housing development.

Objective A: Change zoning for city-owned parcels where feasible.

Objective B: Decrease parking requirements for affordable housing projects near public transportation.

Objective C: Increase height and density allowances for affordable housing development.

GOAL III: Enhance housing assistance programs for City Employees.

Objective A: Buy additional units to expand the rental assistance program into long-term options.

Objective B: Study viability of current housing allowance program and make changes as necessary.

Objective C: Increase mortgage assistance program to meet current market conditions.

GOAL IV: Explore new tools to retain permanent residents and preserve

community vibrancy.

Objective A: Complete and assess the pilot of the Live Local Park City program and adjust or expand to increase the number of permanent residents living in Park City.

Objective B: Explore new programs such as a buy-back program for existing housing stock to deed restrict for permanent residential use.

IMPLEMENTATION STRATEGIES FOR YEAR ONE JULY 2022 – JUNE 2023

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce and maintains vibrancy and increases diversity of the community.

State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.

1. Rehabilitate municipal property at 516 Marsac Avenue to preserve moderate-income housing in Park City.
2. PROJECTED COMPLETION: July 2023.

State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.

1. Work with a private developer to waive building and construction fees for the Homestake affordable housing project, proposed to create 123 deed-restricted affordable units.
2. PROJECTED COMPLETION: December 2022.

State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

1. Use funds from the Lower Park RDA and affordable housing Bond financing to begin the development of the Homestake multi-unit dwelling, mixed-income project with 123 proposed affordable units.
2. PROJECTED COMPLETION: April 2023

State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years or older.

1. The City will evaluate incorporating senior housing and services into the development of a multi-use and multi-generational project located at 1361 Woodside Avenue
2. PROJECTED COMPLETION: July 2023

GOAL II: Make zoning changes and amend the Land Management Code as an incentive for affordable housing development.

State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.

1. Issue an RFP to identify a public/private partnership to rezone a portion of the City-owned Mine Bench parcel at 7700 Marsac Avenue to provide higher density to develop affordable/employee housing.
2. PROJECTED COMPLETION: August 2023.

GOAL III: Enhance housing assistance programs for City Employees.

State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality or any other public employer that operates within the municipality.

1. Evaluate the existing policy and propose changes to increase assistance and utilization.
2. PROJECTED COMPLETION January 2023.

2022 Moderate-Income Housing Report

By way of reminder, the 2021 report to the State can be reviewed at the following [LINK](#). This year, the State is using an online reporting format that is considerably simpler. The form requires the following information: confirmation that the annual MIHP has been adopted and a link to it on the City's website, and [links to the General Plan](#) with reference to where the Housing Element can be found. The report also requires identification of the three strategies (staff is recommending six) the City will be using in the next year to address affordable housing issues. The report will be submitted in mid-September after the MIHP is adopted by City Council.

Exhibits

EXHIBIT A: 2022 Moderate-Income Housing Plan

EXHIBIT B: State's list of Strategies provided in HB 462

2022 Five-Year Moderate Income Housing Plan

Housing Element of the General Plan

WORKING DRAFT

Introduction

This plan is prepared consistent with Section 10-9a-403 of the Utah Code, which requires municipalities to complete a Moderate-Income Housing Plan (MIHP) as the Housing Element of the General Plan. Per state code, the plan contains an estimate of the need in Park City for additional moderate-income housing. It also outlines the strategies the City will use to facilitate a reasonable opportunity for a variety of units to be built "to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life."¹ The State's definition of moderate income is equal to 80 percent of Area Median Income (AMI)² and in 2022, AMI for a family of three is \$96,984 in Summit County.

A universally accepted formula defines housing affordability: households should spend no more than 30 percent on housing costs.³

Background

Park City Municipal Corporation has a long history of ensuring that there are affordable housing options for Park City community members. One of the City Council's primary goals is to develop and maintain a range of affordable, quality housing opportunities that meet the life cycle needs of households at all economic levels. Since the early 90s, the City Council has been forward-thinking about building and preserving affordable housing. In 1993, Park City issued the first of many housing resolutions that grew more aggressive with each update as the affordable housing crisis worsened. The most recent update – [Housing Resolution 05-2021](#) – was adopted in April 2021.

General Plan

Housing affordability for a diverse range of income levels is critical to maintaining a complete and vibrant community. To that end, the [Housing Element of the 2014 General Plan](#) established Goals 7 & 8 to preserve and develop Lifecycle and Workforce Housing. This Plan replaces these goals and utilizes a number of the elements of the Housing Tool Box found beginning on page 88 at this [LINK](#). The City has and continues to utilize a number of the tools in the Housing Tool Box such as:

- Use city-owned property for affordable housing development.
- Use funding from Redevelopment Authorities to finance construction of units.

¹ Utah Municipal Code: Municipal Land Use, Development, and Management Act, Plan Preparation (10-9a-403).

² AMI is a formula utilized by the Department of Housing and Urban Development as a benchmark for housing affordability.

³ AFFORDABLE HOUSING: In general, housing for which the occupant(s) is/are paying no more than 30 percent of income for gross housing costs, including utilities. Some jurisdictions may define affordable housing based on other locally determined criteria. This definition is intended solely as an approximate guideline or general rule of thumb – from the HUD User website at http://www.huduser.org/portal/glossary/glossary_a.html.

- Use Inclusionary Zoning to mitigate the impact of large developments on the need for affordable housing.
- Amend the Land Management Code to provide incentives to build affordable housing.
- Maintain City employee housing assistance programs.
- Continue to update deed restrictions on affordable units to protect the integrity of the program and preserve affordability.

Past updated Housing Elements to the General Plan were approved in 2020 and 2021 and are [LINKED here](#). In addition, as a result of ongoing planning that included measurable outcomes and timelines, the City has accomplished the following:

- Completion of 112 additional affordable and attainable units through public/private partnerships, direct city-sponsored development, and housing obligations resulting from development agreements.
- Amendments to the Land Management Code (LMC) to establish an Affordable Master Plan Development, incentivizing private developers to build affordable housing.
- Amendments to the LMC to reduce barriers to the development of accessory dwelling units (ADUs).
- Development of a new financial strategy to use Housing Authority Bonds for development of low- and moderate-income rentals on city-owned property.
- Collaboration with the Transportation Planning Team to explore opportunities to locate affordable housing density near transit.
- Development of a new electronic platform for tracking affordable and attainable housing inventory, managing the waitlist for future sales, conducting annual compliance reviews, and housing obligations resulting from applicable development agreements.

Existing Inventory of Affordable/Attainable homes

In 2016, City Council committed \$40M in Redevelopment Authority resources and tourism sales tax revenue to develop more moderate-income housing. The goal was to use various tools, including direct development, participation in public/private partnerships, and purchase/preservation of existing units. In addition to the funding allocation, the City Council established a community goal of 800 new affordable units by 2026. The 800 figure is a recommendation from a [Housing Policy Study](#) completed in 2016, which recommended 80 new units added annually to maintain 15 percent of the workforce living in town.

Based on [Park City's Housing Market Assessment 2021](#) completed by James Wood of the University of Utah, the 800 unit goal is no longer sufficient. Since 2000, housing plans focused primarily on increasing the number of for-sale units to fill a void of for-sale options for lower-income households. As young workforce households matured, there were few options for moving from affordable rentals to affordable sales. In 2000, seven percent of affordable units were for-sale and 93 percent were rental. By 2010, the ratios of for-sale to rental units was 21 percent to 79 and today they are 33 percent to 67. The last five-

year plan, completed in 2017, acknowledged the need for more long-term rentals but maintained a focus on for-sale units.

The City has played a leadership role in bringing for-sale units to market to help keep growing workforce households in town. Infill and municipally funded affordable housing projects include Central Park City Condominiums, The Retreat at the Park, and Woodside Park Phase I. Together, these projects added 27 affordable and attainable⁴ ownership units. The City's partnership with Ivory Homes also added another 68 homes in Park City Heights, which when finished will have 79 deed restricted homes and 160 market homes.

Today, rental unit availability is nearly nonexistent due to several factors:

1. Rather than traditional apartment buildings, the market development in Park City has been condominium buildings which are priced out of range for the primary workforce earning \$76,416 annually.
2. In recent years, a high rate of long-term rentals have been converted for short-term vacation use.
3. New affordable rental buildings haven't been built for more than 25 years.

Based upon the above factors and on James Wood's recommendation, the city hereby establishes a new production goal of 800 to 1,000 units in the next five years adding both rental units as well as new for-sale units to the inventory. Based on needs identified in the 2021 Housing Market Assessment, new development of moderate-income housing units should maintain a 80 – 20 ratio between rental and for sale units.⁵

Today, there are 651 affordable or attainable homes in Park City; a community of 3,193⁶ year-round households. A variety of resources were utilized to build these units, including Federal Low-Income Housing Tax Credits (LIHTC), USDA Rural Development funds, local nonprofits such [Mountainlands Community Housing Trust](#) (MCHT) and [Habitat for Humanity](#), the City functioning as developer and working in partnership with private developers, and private developers fulfilling housing obligations. In the past, the City also assisted private developers to ensure the success of several projects providing gap loans, land donation, fee waivers, and paying for flood map changes. The current inventory represents 439 rental units and 212 owner-occupied.⁷

⁴ Attainable units are defined as those affordable to households earning 80 to 150% of Area Median Income (AMI).

⁵ Wood, James, *Park City's Housing Needs Assessment 2021*, page 25 (Wood Study).

⁶ Total primary residences (owner-occupied and long-term rentals), according to the Summit County Assessor's office. This number differs slightly from the Census date included in the James Wood study.

⁷ While the number of rental units is double that of for-sale units, the greatest need is for units affordable to 60% AMI and below which require a greater number of rental options.

Existing affordable units have been put into service as follows:

Table 1 History of Affordable Unit Construction in Park City

Timing	Source	Number of Units	
		Owner	Rental
1971-1980	Federal United States Department of Agriculture (USDA) Rural Development funding		122
1981-1990	No new units		
1991-2000	Low Income Housing Tax Credits (LIHTC) and in-lieu fee cash from housing obligations	2	202
	Housing Obligation	21	22
	Housing Obligations	41	20
2001-2010	City Development	13	
	Mountainlands Community Housing Trust with City Assistance	22	
	Renovation of 122 aging rental units using LIHTC and USDA Rural Development funding and City Assistance – counted in 1971-1980 above		
	Housing Obligations	54	51
2011-2020	City Public Private Partnerships	42	
	City Development	15	22
	Habitat for Humanity	2	
	Housing Obligations		2
Totals		212	439
Overall Total			651

Based on annual compliance reports and the most recent needs assessment, the affordable units in Park City are serving the following populations:

- Rental units built or preserved with LIHTC and or USDA Rural Development subsidy programs serve low-income households with annual incomes at 35 to 60 percent of AMI (\$42,431 to \$72,738 for a family of three in 2022).⁸
- Rental units built by private developers in fulfillment of housing obligations serve moderate income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Affordable Category also serve moderate income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Attainable Category serve middle income households with annual incomes between 80 and 150 percent of AMI (\$96,984 to \$181,845).

Park City Municipal also provides employer-assisted housing to help city employees live where they work. Assistance takes the following forms:

- Down-payment and closing cost assistance to help employees to buy homes within the Park City School District boundaries.

⁸ Area Median Income (AMI) is calculated by the Department of Housing and Urban Development as a benchmark for housing affordability.

- Low-cost rental properties to assist in employee recruitment and retention purposes, helping to provide a temporary location while searching for a permanent home.
- A housing allowance for those living within School District boundaries.
- Studio rental units for seasonal transit employees.

Economic and Demographic Conditions

Due to extremely high housing costs, population trends indicate that Park City is becoming less diverse, older, and wealthier. The 2020 Census Bureau American Community Survey (ACS) estimates that persons aged 55 and older make up 30 percent of Park City's population⁹ an increase from 13 percent in 2000. Park City's median age is 40, nine years older than the statewide median age of 31.2.¹⁰

Table 2 Population Changes in Park City

Year	Park City Population	Absolute Change	Percent Change
1970	1,193	-173	-13%
1980	2,823	1,630	137%
1990	4,468	1,645	58%
2000	7,371	2,903	65%
2010	7,558	187	3%
2020	8,396	838	11%

The rise in Area Median Income (AMI) indicates how wealthy the community is becoming. In 2022, the AMI for a family of three¹¹ is \$121,230, which is the highest in Utah. AMI is based on who lives in the community, not who works there. According to the Utah Department of Workforce Services (DWS), the most recent calculation of the median wage earned by a household of three employed in Summit County is \$76,416, which equals 63 percent of AMI.¹² This calculation has remained consistent for several years, as noted in Figure 1. Since the average workforce wage is considerably lower than AMI, most of the workforce cannot afford to live in Park City.

The top three workforce sectors in Park City are 1) Accommodation and Food Services, 2) Arts, Entertainment, and Recreation, and 3) Retail Trade. The number of jobs in these sectors makes up close to half of all employment. However, on average, these jobs pay substantially lower wages. The economy depends on tourism, and visitors to Park City demand a high level of service, which requires a large workforce. Household wages in

⁹Wood Study, page 15.

¹⁰Woods Study, Page 14.

¹¹ The average household size in Park City is 2.78, according to the 2020 Census American Community Survey (ACS) five-year estimates. Therefore, a more realistic formula is to calculate affordable housing-related data on a three-person family rather than the four-person demographic that HUD uses.

¹² Utah Department of Workforce Services, <https://jobs.utah.gov/wi/data/library/wages/annualprofilewages.html>

the leisure and hospitality categories earned a household median wage of \$59,914 in 2021, 22 percent less than Summit County's median household wage.

Meanwhile, according to the 2022 first-quarter sales report provided by the Park City Board of Realtors, housing sales prices in the Park City region remain significantly high. For example, the median price of a single-family home in the first quarter of 2022 was \$3.5 million and \$890,000 for a condo.¹³ By contrast, without significant gifts or savings, an annual income of \$76,416 can comfortably handle the mortgage of a home or condo at a sale price of approximately \$307,000. In the past year, the average price per square foot to build in Park City was between \$400 and \$650, which equals \$360,000 to \$585,000 for a 900 SF unit at cost, which includes no profit for a builder.

	100% AMI	100% WFW	WFW as % of AMI
2022	121,230	76,416	63%
2017	93,060	57,173	61%
2012	90,270	55,714	62%
2010	83,970	51,764	62%
2005	75,060	46,746	62%
2000	61,470	42,434	69%

Figure 1 Comparison of AMI & WFW over the years in Summit County

Since Summer 2020, rents have also increased sharply. Today, the average rent on a two-bedroom condominium is approximately \$3,000, compared to \$2,200 in 2017. In addition, the long-term rental market is being squeezed by short-term rentals. Many owners converted long-term rental properties to short-term, meaning full-time community and workforce are being pushed out in favor of visitors and tourism. Another factor is the lack of new development of rental apartments. According to the Wood Study, new multi-unit apartment properties (traditional apartments, different from condominium projects) haven't been built for more than 25 years.

Table 3 Housing Affordability in Summit County

2022 Housing Affordability

% of AMI	% of WFW	Annual Income	Affordable Rent/Mortgage	Affordable Purchase Price
30%	48%	\$ 36,369	\$ 808	\$ 146,207
50%	79%	\$ 60,615	\$ 1,347	\$ 243,678
60%	105%	\$ 72,738	\$ 1,616	\$ 292,414
80%	127%	\$ 96,984	\$ 2,155	\$ 389,885
100%	166%	\$ 123,230	\$ 2,694	\$ 495,397
120%	195%	\$ 145,476	\$ 3,233	\$ 584,828

¹³ 2022 1st Quarter Statistics, Park City Board of Realtors, <https://www.parkcityrealtors.com/www.parkcityrealtors.com/newsroom>.

With limited inventory and high housing costs, most of Park City's workforce must commute to work from outside the area. Over 12,700, or 86 percent, of Park City workers commute to their jobs, and 8,800 drive from outside Summit County. Commuters add congestion to the roadways, increase the difficulty of recruiting and retaining employees for local businesses, and are not environmentally sustainable.

Affordable Housing Mitigation

The City has actively worked to improve affordable housing options in Park City. The City has utilized Public/private partnerships to complete 79 units, and 99 additional units are planned. The City has also built 16 infill homes. The City's Community Development Team introduced LMC changes to reduce parking and setback requirements and increase height and density allowances for affordable housing projects. Additional LMC changes reduced barriers to developing accessory dwelling units (ADUs). The City's Budget Team has also developed a new financial strategy to use Housing Authority Bonds to develop low- and moderate-income rentals. The first project, totaling 123 units (99 affordable and 24 market), is in entitlement.

The Housing Team is also working with private developers to complete 15 affordable units to fulfill housing obligations. There are also new development agreements under consideration with housing obligations that may produce as many as 250 new affordable units.

Five Year Plan

The following five-year plan is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for year one, July 2022-June 2023. Implementation is laid out to align with State codified strategies included in HR 462, a law that took effect on June 1, 2022.

GOALS

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce and maintains vibrancy and increases diversity of the community.

Objective A: Work with public/private partnerships to build new units.

Objective B: Ensure that new units resulting from development agreements are a mix of rental, for sale units, and units for seasonal workers.

Objective C: Increase the diversity of housing stock to include various units sizes and types.

Objective D: Reduce and/or eliminate municipal fees for affordable housing development.

Objective E: Create housing opportunities for both the aging and neuro-diverse populations.

Objective F: Preserve existing moderate-income units.

GOAL III: Make zoning changes and amend the Land Management Code as an incentive for affordable housing development.

Objective A: Change zoning for city-owned parcels where feasible.

Objective B: Decrease parking requirements for affordable housing projects near public transportation.

Objective C: Increase height and density allowances for affordable housing development.

GOAL III: Enhance housing assistance programs for City Employees.

Objective A: Buy additional units to expand the rental assistance program into long-term options.

Objective B: Study viability of current housing allowance program and make changes as necessary.

Objective C: Increase mortgage assistance program to meet current market conditions.

GOAL IV: Explore new tools to retain permanent residents to preserve community vibrancy.

Objective A: Complete and assess the pilot of the Live Local Park City program and adjust or expand to increase the number of permanent residents living in Park City.

Objective B: Explore new programs such as a buy-back program for existing housing stock to deed restrict for permanent residential use.

IMPLEMENTATION STRATEGIES FOR YEAR ONE

JULY 2022 – JUNE 2023

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce and maintains vibrancy and increases diversity of the community.

State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

1. Use funds from the Lower Park RDA and affordable housing Bond financing to begin the development of the Homestake multi-unit dwelling, mixed-income project with 123 proposed affordable units.
2. PROJECTED COMPLETION: April 2023

State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years or older.

1. The City will evaluate incorporating senior housing and services into the development of a multi-use and multi-generational project located at 1361 Woodside Avenue
2. PROJECTED COMPLETION: July 2023

State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.

1. Work with a private developer to waive building and construction fees for the Homestake affordable housing project, proposed to create 123 deed-restricted affordable units.
2. PROJECTED COMPLETION: December 2022.

State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.

1. Rehabilitate municipal property at 516 Marsac Avenue to preserve moderate-income housing in Park City.
2. PROJECTED COMPLETION: July 2023.

GOAL II: Make zoning changes and amend the Land Management Code as an incentive for affordable housing development.

State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.

1. Issue an RFP to identify a public/private partnership to rezone a portion of the City-owned Mine Bench parcel at 7700 Marsac Avenue to provide higher density to develop affordable/employee housing.
2. PROJECTED COMPLETION: August 2023.

GOAL III: Enhance housing assistance programs for City Employees.

State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality or any other public employer that operates within the municipality.

1. Evaluate the existing policy and propose changes to increase assistance and utilization.
2. PROJECTED COMPLETION January 2023.

DRAFT

EXHIBIT C

Moderate Income Housing Strategies Excerpt from HB462

- A. Rezone for densities necessary to facilitate the production of moderate-income housing.
- B. Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing.
- C. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing.
- D. Identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate-income housing.
- E. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
- F. Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
- G. Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors.
- H. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.
- I. Amend land use regulations to allow for single room occupancy developments.
- J. Implement zoning incentives for moderate income units in new developments.
- K. Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund.
- L. Reduce, waive, or eliminate impact fees related to moderate income housing.
- M. Demonstrate creation of, or participation in, a community land trust program for moderate income housing.
- N. Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.
- O. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and

create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

- P. Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
- Q. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.
- R. Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section [10-9a-530](#).
- S. Create a program to transfer development rights for moderate income housing.
- T. Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing.
- U. Develop a moderate-income housing project for residents who are disabled or 55 years old or older.
- V. Develop and adopt a station area plan in accordance with Section [10-9a-403.1](#).
- W. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones.
- X. Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

Planning Commission Staff Report



Subject: 732 Crescent Tram Subdivision
Application: PL-22-05223
Author: Alexandra Ananth, Sr. Planner
Date: July 27, 2022
Type of Item: Administrative – Subdivision Plat

Recommendation

(1) Hold a Work Session for the proposed 732 Crescent Tram Subdivision, and (2) identify issues or concerns that should be addressed by the applicant prior to the Planning Department noticing the project for a public hearing.

Description

Applicant: Wasatch Holdings, LLC, Represented by Martina Nelson, Park City Surveying
Location: 732 Crescent Tram
Zoning District: Historic Residential (HR-1)
Adjacent Land Uses: Residential, Open Space
Reason for Review: Subdivisions require Planning Commission review and City Council action¹

HR-1 Historic Residential
LMC Land Management Code
ROS Recreation Open Space
CUP Conditional Use Permit

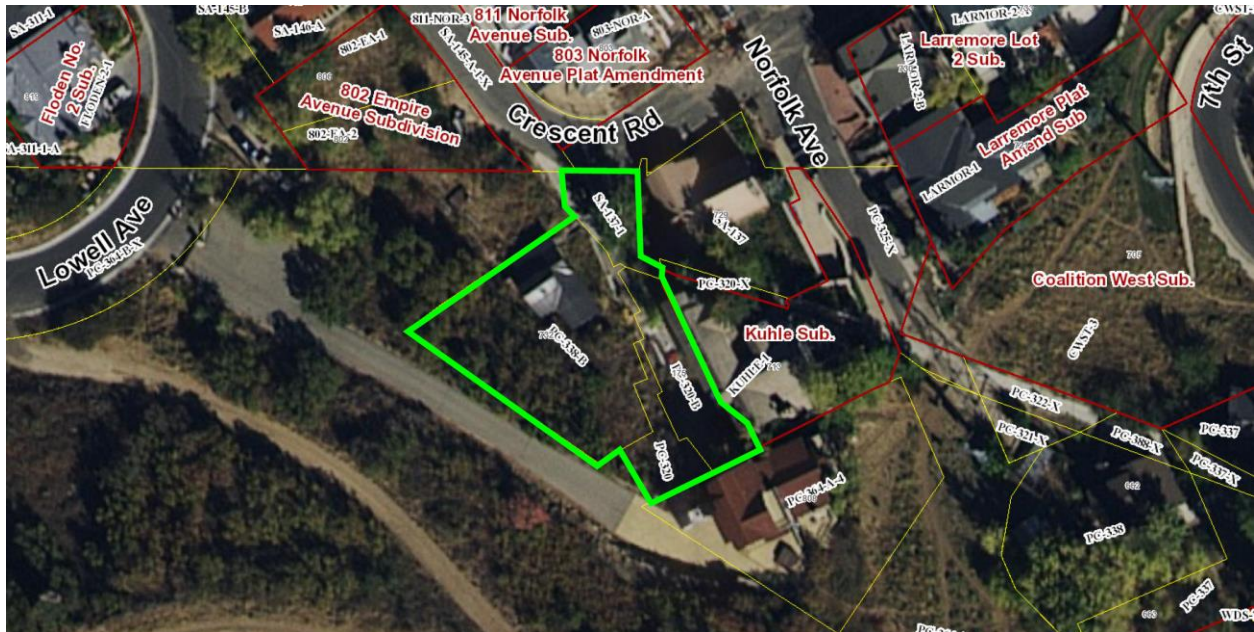
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The property consists of 0.263-acres (11,457 square feet) in the Historic Residential Zoning District (HR-1) and is improved with one historic house and site. The property is made up of five separate parcels that the applicant is proposing to combine and subdivide into three (3) developable lots with common driveway access off Crescent Road.

The property also includes a portion of the historic Crescent Tram Trail, which offers public access through the site over a portion of the former narrow-gauge mining railroad path which once pulled ore cars up Park City Mountain from the depot and concentrator near Main Street where the ore was refined to the Crescent Mine in Thaynes Canyon. ***This public pathway must be preserved with a 15-foot easement or trail right of way in favor of the City.***

¹ [LMC § 15-7.1-2, Procedure.](#)



CRESCENT TRAM SUBDIVISION

A PARCEL OF LAND
LYING WITHIN THE SOUTHEAST QUARTER QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

VICINITY MAP

NOTES:

- This plat is subject to the Conditions of Approval of Ordinance 2022-001.
- The Survey of Record (2022-001) recorded 10/25/2022. The survey shows the parcel boundaries and further land within to be subject to the parcel shown in the plat.
- The Survey of Record (2022-001) recorded 10/25/2022. The survey shows the parcel boundaries and further land within to be subject to the parcel shown in the plat.
- Condition of Approval of Ordinance 2022-001.

FOR APPLICATION TO PARK CITY PLANNING
04-05-2022

NOT FOR RECORDATION

PUBLIC SAFETY AND ENGINEERING POINT OF APPROVAL

APPROVED: _____ DATE OF _____ 2022

COUNCIL APPROVAL & ACCEPTANCE

APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL, UTAH: _____ DATE OF _____ 2022

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION: _____ DATE OF _____ 2022

CERTIFICATE OF ATTEST

I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Summit, Utah.

DATE OF RECORD: _____

ENGINEER'S CERTIFICATE

I, _____, Engineer, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Summit, Utah.

DATE OF RECORD: _____

APPROVALS TO FORM

APPROVED: _____ DATE OF _____ 2022

RECORDED

RECORDED: _____ DATE OF _____ 2022

RECORDING INFORMATION

RECORDED: _____ DATE OF _____ 2022

RECORDED

RECORDED: _____ DATE OF _____ 2022

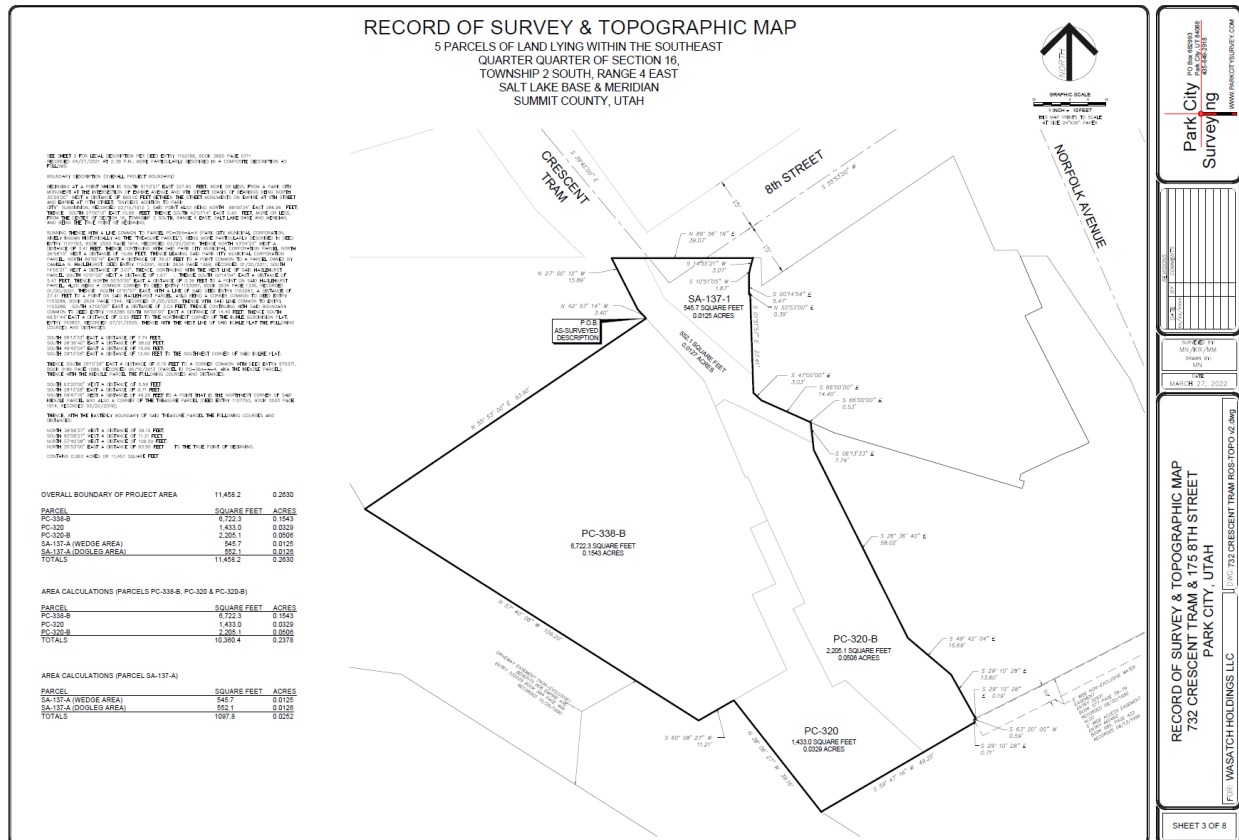
The site is not located within the Sensitive Land Overlay but does consist of Steep and Very Steep (> 40%) Slopes as illustrated in the below Exhibit and will likely require significant excavation and/or retaining walls/structures.

Depending on the final lot size, any future structures will require either a Steep Slope CUP or Admin CUP in addition to Historic District Design Review.



Parcel ID	Parcel Size (SF)
PC-338-B	6,722
SA-137-1	545.7
Parcel B	552.1
PC-320	1,433
PC-320-B	2,205.1
Total	11,457

PC-338-B contains a historic residence, but all other parcels are vacant. Previously there was a house on PC-320-B which was destroyed in a fire sometime between 2008-2010. Parcel B is the historic Crescent Tram Walkway, owned by the applicant. Individually only parcels PC-338-B and PC-320-B are large enough to be developed on their own as the minimum lot size in HR – 1 is 1,875 square feet for a Single-Family Dwelling or 3,750 square feet for a Duplex.² PC-338-B is large enough for a Duplex.



732 Crescent Tram is designated a Landmark Site on the City's Historic Sites Inventory ([Historic Site Form](#)). It is eligible for the National Register of Historic Places but is not currently listed. The Landmark Structure as it exists today contributes to the broad pattern of Park City's history because it possesses sufficient integrity to reflect the period of the Mature Mining Era and is oriented towards Crescent Tram and not Crescent Road. The applicant has indicated that the existing Landmark Structure will be retained with a proposed foundation/garage addition underneath, and an addition added behind the historic structure.

Analysis

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

² LMC [§ 15-2.2-3\(A\)](#)

The purpose of the Historic Residential HR-I District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City;
- B. encourage the preservation of Historic Buildings and/or Structures;
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
- D. encourage single family Development on combinations of 25' x 75' Historic Lots;
- E. define Development parameters that are consistent with the General Plan policies for the Historic core; and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.³

The applicant is proposing to combine the five parcels and create a three-lot subdivision.

Allowed Uses in the HR-1 District include Single Family Dwellings. Duplex Dwellings and Nightly Rentals of Lockout Units require a Conditional Use Permit.

The table below outlines the Lot and Site Requirements of the HR-1 District:⁴

HR-1 Zoning Requirements	Analysis of Proposal		
	Lot 1	Lot 2	Lot 3
Lot Size: The minimum Lot Area is 1,875 square feet for a Single-Family Dwelling and 3,750 square feet for a Duplex	Complies 5,091 square feet	Complies 3,427 square feet	Complies 2,939 square feet
Lot Width: 25 feet measured 15 feet back from the Front Lot Line	47 feet	36 feet	44 feet
Maximum Building Footprint	1,912 square feet	1,413 square feet	1,245 square feet
Minimum Front Setback - 10 feet	10 feet	10 feet	10 feet
Minimum Side Setback - 3 feet	3 feet	3 feet	3 feet
Minimum Rear Setback - 10 feet	10 feet	10 feet	10 feet
Maximum Building Height: 27 feet from Existing Grade	Must Comply	Must Comply	Must Comply

The site is not located within the Sensitive Land Overlay or Soils Ordinance or any other overlay zones.

The Planning Department prepared a Neighborhood Lot Size Analysis attached as Exhibit B. Although the proposed three lots all meet the HR-1 minimum lot size, the Planning Department has concerns with the potential amount of excavation and development on Very Steep Slopes, with vehicular access over the Crescent Tram Walkway and onto Crescent Road which is narrow and steep, and maintaining the

³ LMC [§ 15-2.2-1](#)

⁴ LMC [§ 15-2.2-3](#)

historic character of the site, which historically has contained only two houses.

LMC Chapter [15-3-8](#), Parking in the Historic District, allows for common driveways. Although LMC Chapter [15-2.2-4](#) exempts existing historic buildings and/or structures from parking requirements the Planning Department recommends all lots contain two parking stalls due to the proposed shared driveway, pedestrian path, and substandard Crescent Road.

The Planning Department asks the applicant to consider creating only two lots to preserve more of the Very Steep Slopes, and maintain the historic integrity of the site, or consider a reduced maximum house size for the three lots. The applicant should be prepared to respond to this at the Work Session.

The Planning Department recommends the Planning Commission consider the following Conditions of Approval, to be further detailed as the project moves forward:

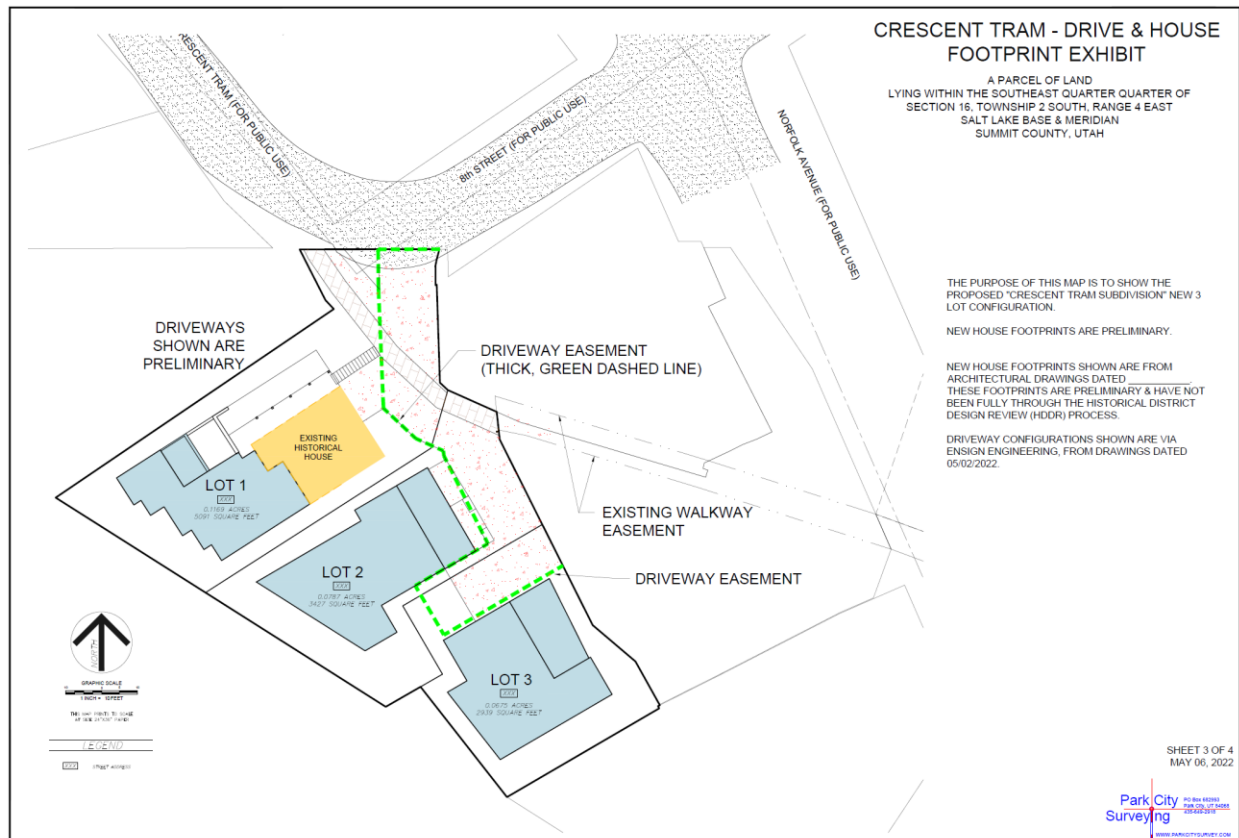
- 1. A Steep Slope CUP or Administrative CUP is required prior to development on any lot in accordance with LMC 15-2.2-6, Development on Steep Slopes.***
- 2. Prior to the issuance of any Building Permits for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with Architectural Review Chapter 15-5, Historic Preservation Chapter 15-11, and the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13.***
- 3. Two on-site parking stalls shall be required for each lot and there shall be no parking in the shared driveway.***
- 4. Vehicular access to all lots shall be from a singular shared driveway from Crescent Road at a location approved by the City Engineer.***
- 5. Prior to the issuance of any Building Permits, a swept path analysis shall demonstrate that vehicles will be able to pull into the shared drive, turn around, and pull out onto Crescent Road in a forward-facing manner.***
- 6. The applicant shall grant a 10-foot wide Non-Exclusive Pedestrian Access and Utilities Easement to the City to preserve and prioritize the Crescent Tram Walkway.***

A PARCEL OF LAND
LYING WITHIN THE SOUTHEAST QUARTER QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

GREEN HATCHING SIGNIFIES THE DRIVEWAY
EASEMENT.

Park City Surveying
PO Box 682993
Park City, UT 84369
435-649-2318
WWW.PARKCITYSURVEY.COM





15-2.2-10 Vegetation Protection

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in Sections 15-3-3 and 15-5-5(N), and Title 14.

Prior to scheduling a public hearing, the Planning Department recommends the applicant create an exhibit showing any Significant Vegetation so that the Planning Commission can determine if Limits of Disturbance may be required for the proposed Lots.

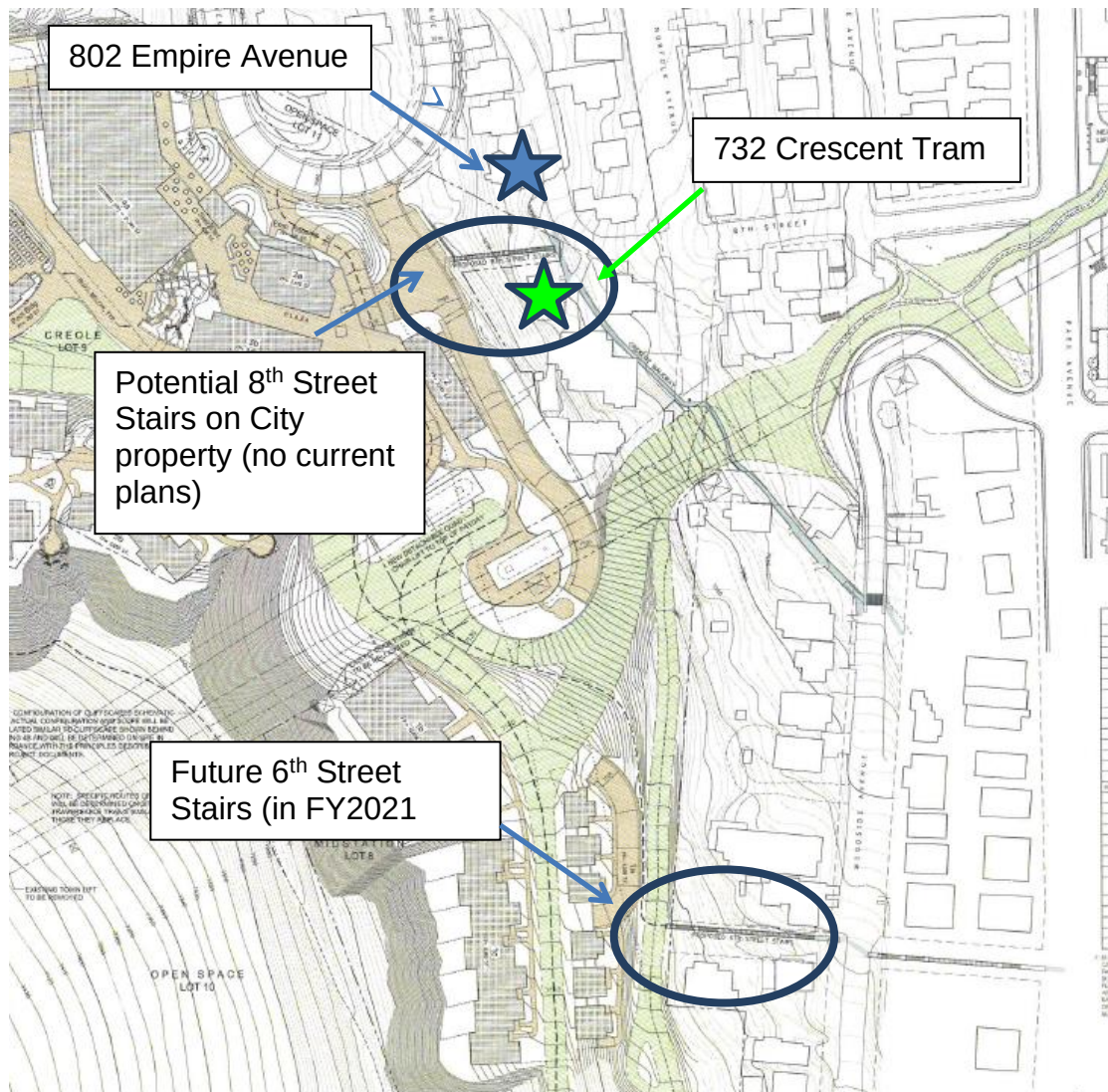
Potential Public Staircases

In 2020, when the adjacent 802 Empire Avenue Subdivision was approved to create two developable lots from seven parcels, the neighborhood expressed an interest in a future pedestrian access staircase from Crescent Tram to Empire Avenue. Since the City

finalized the purchase of the Treasure Hill Open Space property in April 2019, the Sixth Street Stairs were identified as an east/west pedestrian facility and remain a recommended improvement by the Trails and Open Space Department. Funding for this improvement was included in the FY2021 Budget and this is the prioritized Old Town stair alignment. Nevertheless, the Planning Commission's final motion included a recommendation that the City Council further consider the potential location of a future stairway connecting Empire Avenue to the Crescent Tram pedestrian path.

The proposed subdivision does not preclude a future alignment or improvement in some form on the City's adjacent land from Crescent Tram to Empire Avenue, however, no plans for this are currently in the works.

A sketch of what could be known as the Eighth Street Stairs is included below. This was taken from the Treasure Hill Development Application Submittal. The applicant has agreed to a Condition that they will not oppose, and will work with the City, if it is determined that a staircase or other form of public access connecting Empire Avenue to Crescent Tram, adjacent to the subject property, is determined to be appropriate at a future date.



An aerial version is approximated below.



The Planning Department wants to clarify that the proposed subdivision does not preclude a future pedestrian connection on the City's property just north of the proposed subdivision from the Crescent Tram pedestrian path to Empire Avenue. However, as noted above, the City has prioritized the 6th street stairs and there are no plans or funding at the current time for a pedestrian connection in this location.

The adjacent Subdivision at 802 Empire included the following Conditions of Approval which the Planning Department recommends be considered for the 732 Crescent Subdivision:

- A Plat Note shall indicate that neither the shared driveway nor the future houses shall prohibit pedestrian access of a future 8th Street public pathway, located just south of the 802 Empire Avenue Subdivision, connecting Empire Avenue to the Crescent Tram pedestrian pathway.
- A Plat Note shall indicate that the applicant or his assignees will not oppose, and will work with the City, if it is determined that a staircase or other form of public access connecting Crescent Tram to Empire Avenue, adjacent to the subject property, is determined to be appropriate at some point in the future. The applicant agrees to include an offer of dedication for the connection if requested by the City Engineer on the applicable future application.

Summary

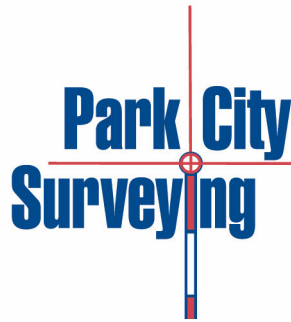
At the Work Session the applicant should present the project to the Planning Commission and the Commission should consider if three lots are appropriate for the

site given the constraints of the narrow and steep lots and the public Crescent Tram Walkway and identify if there are any additional issues or concerns that should be addressed by the applicant prior to the Planning Department noticing the project for a public hearing.

Exhibits

Exhibit A: Project Intent and Proposed Plat

Exhibit B: Planning Department's Neighborhood Lot Size Analysis



P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

To: Park City Planning
From: Park City Surveying (surveyor), for Wasatch Holdings, LLC (the landowner)
April 05, 2022

Crescent Tram Plat Amendment
Creating a Subdivision from Acreage Parcels

This application for a Subdivision is to combine acreage parcels into a new 3-Lot Subdivision.

TAX SERIAL NUMBERS

PC-338-B
PC-320
PC-320-B
SA-137-1

Good Cause for this Plat Amendment:

As currently situated, these separate parcels are not easily developable. By creating a new overall subdivision boundary, with 3 platted lots and a common driveway access, the property can be developed according to the Park City Municipal's Land Management Code and achieve correct fire, safety & building code standards.

The historic yellow house at address 732 Crescent Road can be protected and restored using the City's historic home preservation requirements.

The landowner is not requesting any special treatment or approval beyond the normal Land Management Code in existence today.

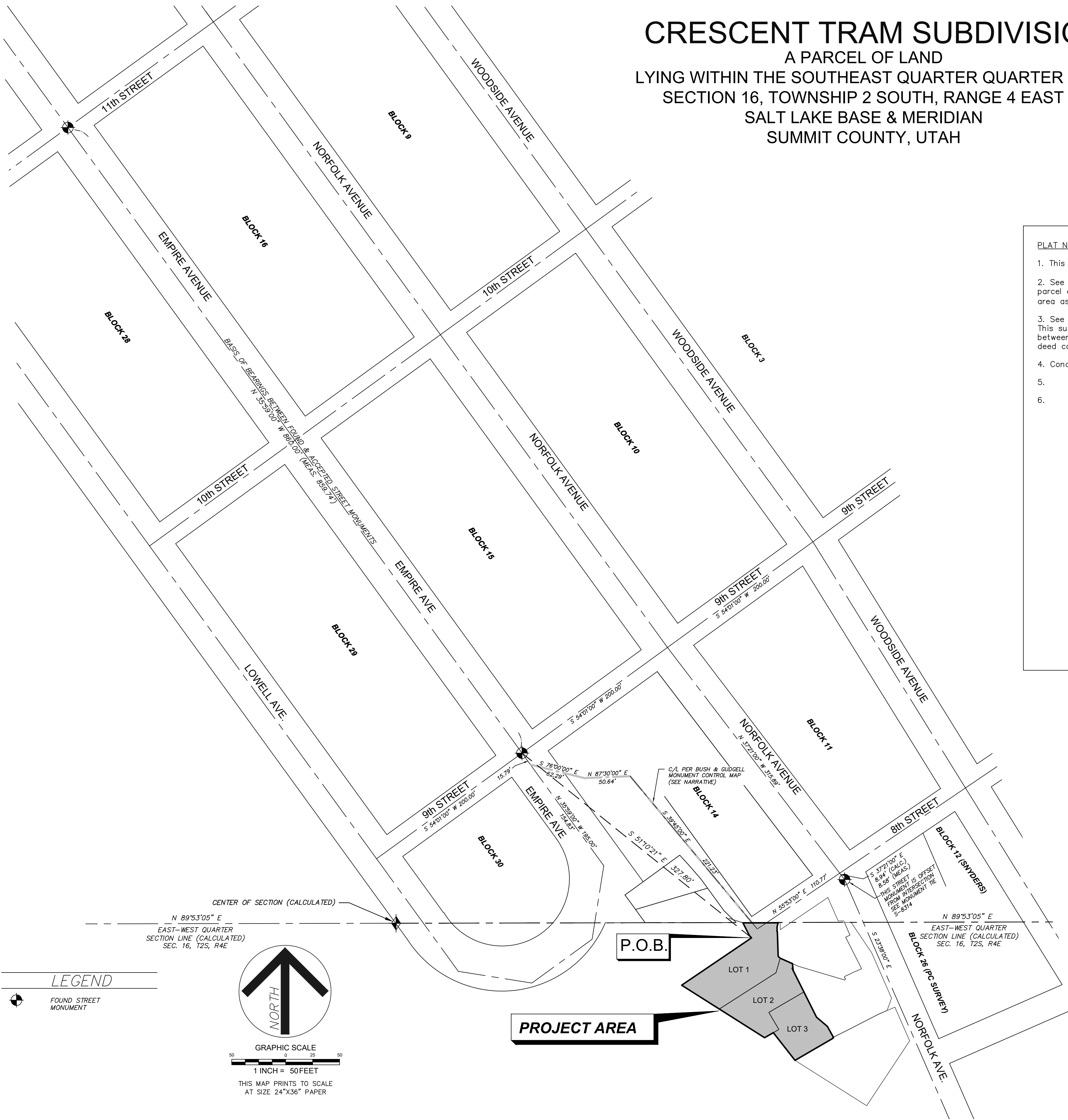
Approval of this Subdivision would not materially harm any adjacent landowners or the neighborhood in general.

The Crescent Tram pedestrian walkway can be better defined on the ground for historical and land use purposes.

Respectfully,
Martina Nelson
Owner, PLS, Park City Surveying

CRESCENT TRAM SUBDIVISION

A PARCEL OF LAND
LYING WITHIN THE SOUTHEAST QUARTER QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



LEGEND

GRAPHIC SCALE
1 INCH = 50 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"x36" PAPER

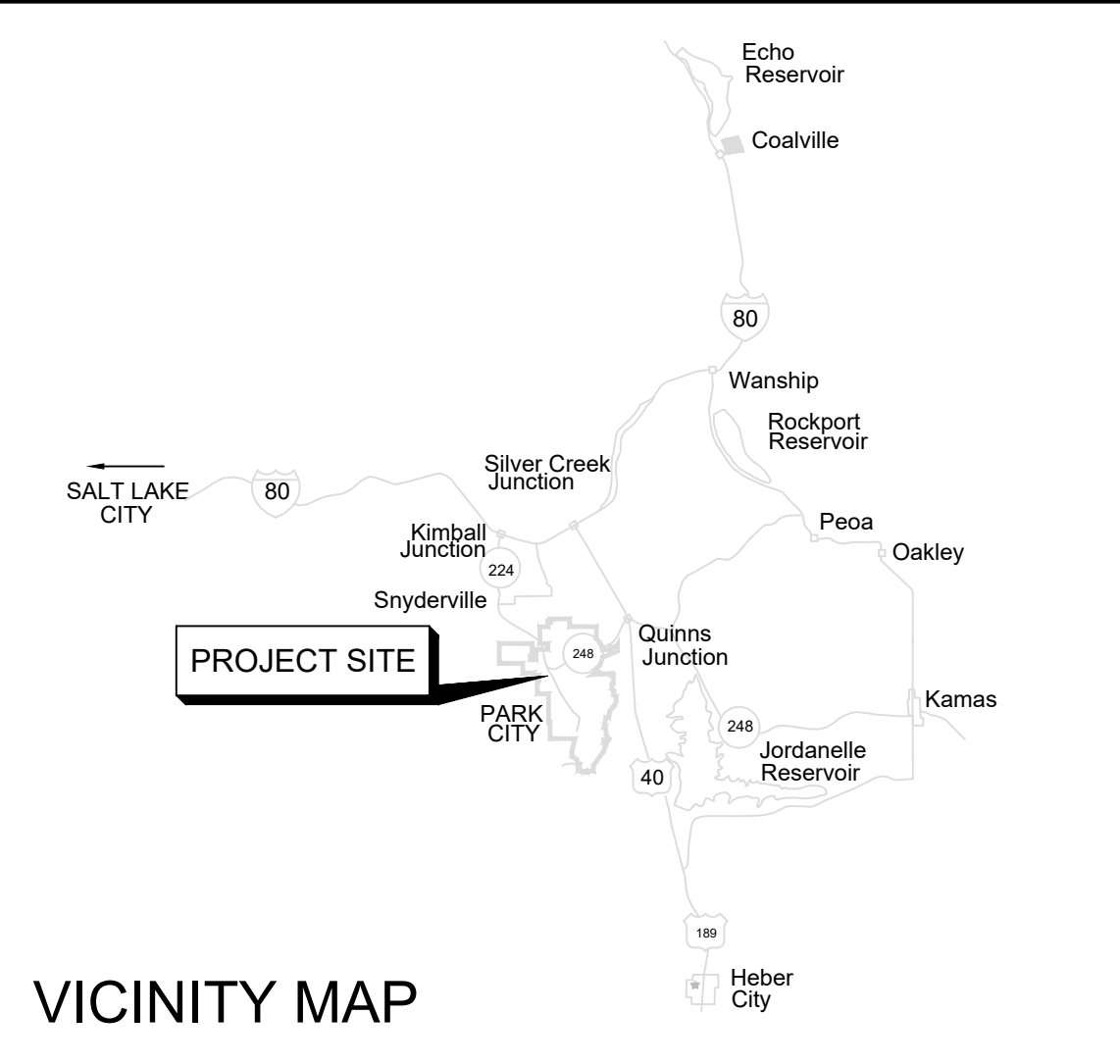
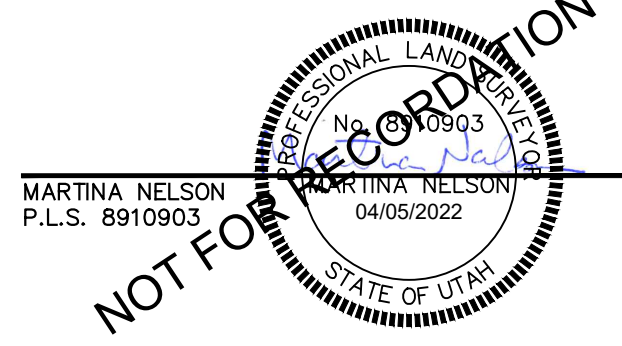
- PLAT NOTES**
1. This plat is subject to the Conditions of Approval of Ordinance 2022-_____.
 2. See Survey of Record S-10277, recorded 11/24/2020. This survey shows the parcel configurations and multiple deed overlap & gap conflicts in the project area as of 11/24/2020.
 3. See Record of Survey performed by Park City Surveying, dated March 27, 2022. This survey shows the lot boundary configuration after several quit-claim deeds between adjacent landowners. These newly recorded deeds addressed historical deed conflicts, which were all detailed in S-10277.
 4. Condition of Approval notes here...
 - 5.
 - 6.

FOR APPLICATION TO PARK CITY PLANNING
04-05-2022

SEE SHEET 2 FOR LEGAL DESCRIPTIONS.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 6449384, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT, the undersigned owner(s) of the herein described tract of land known as Parcels Of Land in Section 16, Township 21 South, Range 4 East, to be known hereafter as the CRESCENT TRAM SUBDIVISION, do hereby certify that I have caused this Plat to be prepared, and we, Anthony Hynes and _____, hereby consent to the recordation of this Plat. ALSO, the owners, or their representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable of dedication.

In witness whereof, We have hereunto set our hand this _____ day of _____ 2022.

BY: ANTHONY HYNES
WASATCH HOLDINGS LLC, a Nevada Company

NAME _____

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2022, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, _____, the persons that executed the within instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the persons who executed the within instrument on behalf of said person, being duly sworn acknowledged to me that they are the owners of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public: _____ My Commission Expires: _____

LIEN HOLDER'S CONSENT TO RECORD

State of _____
County of _____

The undersigned lien holder hereby consents to the recordation of this plat.
By: _____

The foregoing consent to record was acknowledged before me this _____ day of _____, 2022.

By: _____

Notary Public _____ My Commission Expires: _____

Park City Surveying

PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEYING.COM

SHEET 1 OF 2
APRIL 05, 2022

PUBLIC SAFETY ANSWERING POINT OF APPROVAL	COUNCIL APPROVAL & ACCEPTANCE	PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	RECORDED
APPROVED THIS ____ DAY OF _____, 2022.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2022.	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 2022.	I CERTIFY THIS SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2022.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2022.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2022.	APPROVED AS TO FORM THIS ____ DAY OF _____, 2022.	ENTRY NUMBER: _____ BOOK _____ PAGE: _____ STATE OF UTAH, COUNTY OF _____ DATE: _____ TIME: _____ FEE PAID: _____ RECORDED AND FILED AT THE REQUEST OF: _____ COUNTY RECORDER
BY: JEFF WARD, GIS DIRECTOR SUMMIT COUNTY, UTAH GIS COORDINATOR	MAYOR _____	CHAIR PERSON _____	PARK CITY RECORDER _____	S.B.W.R.D. _____	PARK CITY ENGINEER _____	PARK CITY ATTORNEY _____	

732 CRESCENT TRAM SUBDIVISION

A PARCEL OF LAND
LYING WITHIN THE SOUTHEAST QUARTER QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 51°10'21" EAST 327.80 FEET, MORE OR LESS, FROM A PARK CITY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 9TH STREET (BASIS OF BEARINGS BEING NORTH 35°59'00" WEST A DISTANCE OF 860.00 FEET BETWEEN THE STREET MONUMENTS ON EMPIRE AT 9TH STREET AND EMPIRE AT 11TH STREET, SNYDERS ADDITION TO PARK CITY SUBDIVISION, RECORDED 02/15/1912), SAID POINT ALSO BEING NORTH 89°56'24" EAST 286.96 FEET; THENCE SOUTH 27°00'12" EAST 15.89 FEET; THENCE SOUTH 42°57'14" EAST 3.40 FEET, MORE OR LESS, FROM THE CENTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING THE TRUE POINT OF BEGINNING;

RUNNING THENCE WITH A LINE COMMON TO PARCEL PC-364-A-X (PARK CITY MUNICIPAL CORPORATION, WIDELY KNOWN HISTORICALLY AS THE "TREASURE PARCEL"), BEING MORE PARTICULARLY DESCRIBED IN DEED ENTRY 1107793, BOOK 2500 PAGE 1614, RECORDED 03/20/2019; THENCE NORTH 43°04'23" WEST A DISTANCE OF 3.41 FEET; THENCE CONTINUING WITH SAID PARK CITY MUNICIPAL CORPORATION PARCEL NORTH 26°58'15" WEST A DISTANCE OF 15.89 FEET; THENCE LEAVING SAID PARK CITY MUNICIPAL CORPORATION PARCEL, NORTH 89°56'19" EAST A DISTANCE OF 39.07 FEET TO A POINT COMMON TO A PARCEL OWNED BY CAMILLA R. HAZLEHURST, DEED ENTRY 1153291, BOOK 2634 PAGE 1368, RECORDED 01/20/2021, SOUTH 14°55'21" WEST A DISTANCE OF 3.07 FEET; THENCE CONTINUING WITH THE WEST LINE OF SAID HAZLEHURST PARCEL SOUTH 10°51'05" WEST A DISTANCE OF 1.67 FEET; THENCE SOUTH 00°14'54" EAST A DISTANCE OF 5.47 FEET; THENCE NORTH 55°53'00" EAST A DISTANCE OF 0.39 FEET TO THE CORNER OF A PARCEL OWNED BY CAMILLA R. HAZLEHURST, DEED ENTRY 1153289, BOOK 2634 PAGE 1352, AND WITH SAID WEST LINE OF SAID PARCEL SOUTH 01°51'57" EAST A DISTANCE OF 22.57 FEET TO A PARCEL OWNED BY CAMILLA R. HAZLEHURST, DEED ENTRY 1153290, BOOK 2634 PAGE 1360, AND WITH A SOUTHWEST LINE OF SAID PARCEL SOUTH 01°51'57" EAST A DISTANCE OF 4.84 FEET (FOR A TOTAL SEGMENT LENGTH OF 27.41 FEET); THENCE CONTINUING WITH A SOUTH LINE OF SAID PARCEL SOUTH 47°00'00" EAST A DISTANCE OF 3.03 FEET; THENCE SOUTH 66°00'00" EAST A DISTANCE OF 14.40 FEET; THENCE SOUTH 66°51'41" EAST A DISTANCE OF 0.53 FEET TO THE NORTHWEST CORNER OF THE KUHLE SUBDIVISION, PLAT ENTRY 743807, RECORDED 07/21/2005 SOUTH 06°13'33" EAST A DISTANCE OF 7.74 FEET;

THENCE, WITH THE WEST PORTIONS OF SAID KUHLE SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 26°36'40" EAST A DISTANCE OF 58.02 FEET;
SOUTH 49°42'04" EAST A DISTANCE OF 15.69 FEET;
SOUTH 29°10'28" EAST A DISTANCE OF 13.80 FEET TO THE SOUTHWEST CORNER OF SAID KUHLE SUBDIVISION PLAT;

THENCE SOUTH 29°10'28" EAST A DISTANCE OF 0.19 FEET TO A CORNER COMMON WITH DEED ENTRY 970371, BOOK 2186 PAGE 1086, RECORDED 06/16/2013 (PARCEL ID PC-364-A-4, AKA THE KIENZLE PARCEL); THENCE WITH THE KIENZLE PARCEL THE FOLLOWING COURSES AND DISTANCES:

SOUTH 63°20'00" WEST A DISTANCE OF 0.59 FEET;
SOUTH 29°10'28" EAST A DISTANCE OF 0.71 FEET;
SOUTH 59°47'16" WEST A DISTANCE OF 49.25 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID KIENZLE PARCEL AND ALSO A CORNER OF THE TREASURE PARCEL (DEED ENTRY 1107793, BOOK 2500 PAGE 1614, RECORDED 03/20/2019);

THENCE, WITH THE EASTERLY BOUNDARY OF SAID TREASURE PARCEL THE FOLLOWING COURSES AND DISTANCES:

NORTH 38°06'27" WEST A DISTANCE OF 39.15 FEET;
SOUTH 60°08'27" WEST A DISTANCE OF 11.21 FEET;
NORTH 57°40'08" WEST A DISTANCE OF 109.20 FEET;
NORTH 55°53'00" EAST A DISTANCE OF 93.90 FEET TO THE TRUE POINT OF BEGINNING.

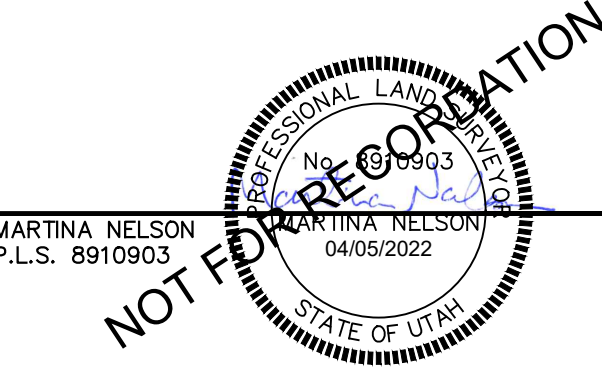
CONTAINS 0.263 ACRES OR 11,457 SQUARE FEET.

TOGETHER WITH AN ACCESS EASEMENT OF RECORD, ENTRY 1162188, BOOK 2660 PAGE 0711, RECORDED 04/27/2021 AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING NORTH 89°56'24" EAST, 385.96 FEET, MORE OR LESS, FROM THE CENTER OF SECTION 16, ALSO BEING SOUTH 80°04'16" EAST, 413.87 FEET FROM A PARK CITY MONUMENT AT THE INTERSECTION OF LOWELL AVENUE AND SHEPARD STREET AND RUNNING THENCE NORTH 89°56'24" EAST, 8.97 FEET; THENCE SOUTH 27°00'12" EAST, 12.34 FEET; THENCE SOUTH 48°50'40" EAST, 37.64 FEET; THENCE SOUTH 63°23'49" EAST, 12.59 FEET; THENCE SOUTH 61°3'40" EAST, 9.52 FEET; THENCE NORTH 63°23'49" WEST, 20.61 FEET; THENCE NORTH 65°11'40" WEST, 6.13 FEET; THENCE SOUTH 52°23'20" WEST, 3.22 FEET; THENCE NORTH 22°51'01" WEST, 7.57 FEET; THENCE NORTH 42°57'14" WEST, 27.17 FEET; THENCE NORTH 27°00'12" WEST, 15.89 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 6449384, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.



NOTES REGARDING THE OVERALL OLD TOWN SURVEY BEARINGS SYSTEMS:

1. THE TWO ORIGINAL MAJOR SUBDIVISION PLATS IN THE OLD TOWN AREA OF PARK CITY ARE "AMENDED PARK CITY SURVEY" AND "SNYDERS ADDITION TO PARK CITY", AS NOTED ON THE PARK CITY SURVEY MONUMENT CONTROL MAP, RECORDED NOVEMBER 02, 1982, AS ENTRY 197765, IN THE SUMMIT COUNTY RECORDERS OFFICE.
2. A (LONG-STANDING & HISTORICAL) BEARING DISCREPANCY EXISTS ALONG THE EAST-WEST QUARTER SECTION LINE OF SECTION 16, T2S, R4E, SALT LAKE BASE & MERIDIAN. THIS LINE IS COMMON TO THE SOUTHERN BOUNDARY OF SNYDERS ADDITION TO PARK CITY & THE NORTHERN BOUNDARY OF AMENDED PLAT OF PARK CITY.
3. THE BEARING CONSISTENT WITH SNYDERS ADDITION MONUMENTS AND BLOCKS IS N 89°53'05" E.
4. THE BEARING CONSISTENT WITH AMENDED PLAT OF PARK CITY MONUMENTS AND BLOCKS IS N 89°56'30" E.
5. THIS IS A DIFFERENCE OF 00°03'25".
6. THE BEARINGS SHOWN ON THIS SURVEY ARE CONSISTENT WITH "SNYDERS ADDITION TO PARK CITY", AS ALSO SHOWN ON SHEET 2 OF 3 OF SAID BUSH & GUDGELL MONUMENT CONTROL MAP, ENTRY NUMBER 197765.
7. PREVIOUS DEEDS OF RECORD IN THIS PROJECT AREA HOLD THE "SNYDERS ADDITION TO PARK CITY" SUBDIVISION BEARINGS SYSTEM.

SEE "PARK CITY, UTAH MONUMENT CONTROL MAP", PREPARED BY BUSH & GUDGELL, RECORDED 11-02-1982, ENTRY 197765 IN THE SUMMIT COUNTY RECORDER'S OFFICE. BE AWARE THAT THERE ARE TWO SEPARATE BUSH & GUDGELL MONUMENT CONTROL MAPS.
ENTRY 197765, RECORDED 11-02-1982 (A 3 SHEET SURVEY)
AND
ENTRY 199887, RECORDED 12-30-1982 (AMENDMENT OF SHEET 3 OF 3 OF ENTRY 197765)

SEE ALSO "AMENDED PARK CITY SURVEY", RECORDED 11-25-1911.
SEE ALSO "SNYDERS ADDITION TO PARK CITY SURVEY", RECORDED 02-15-1912.

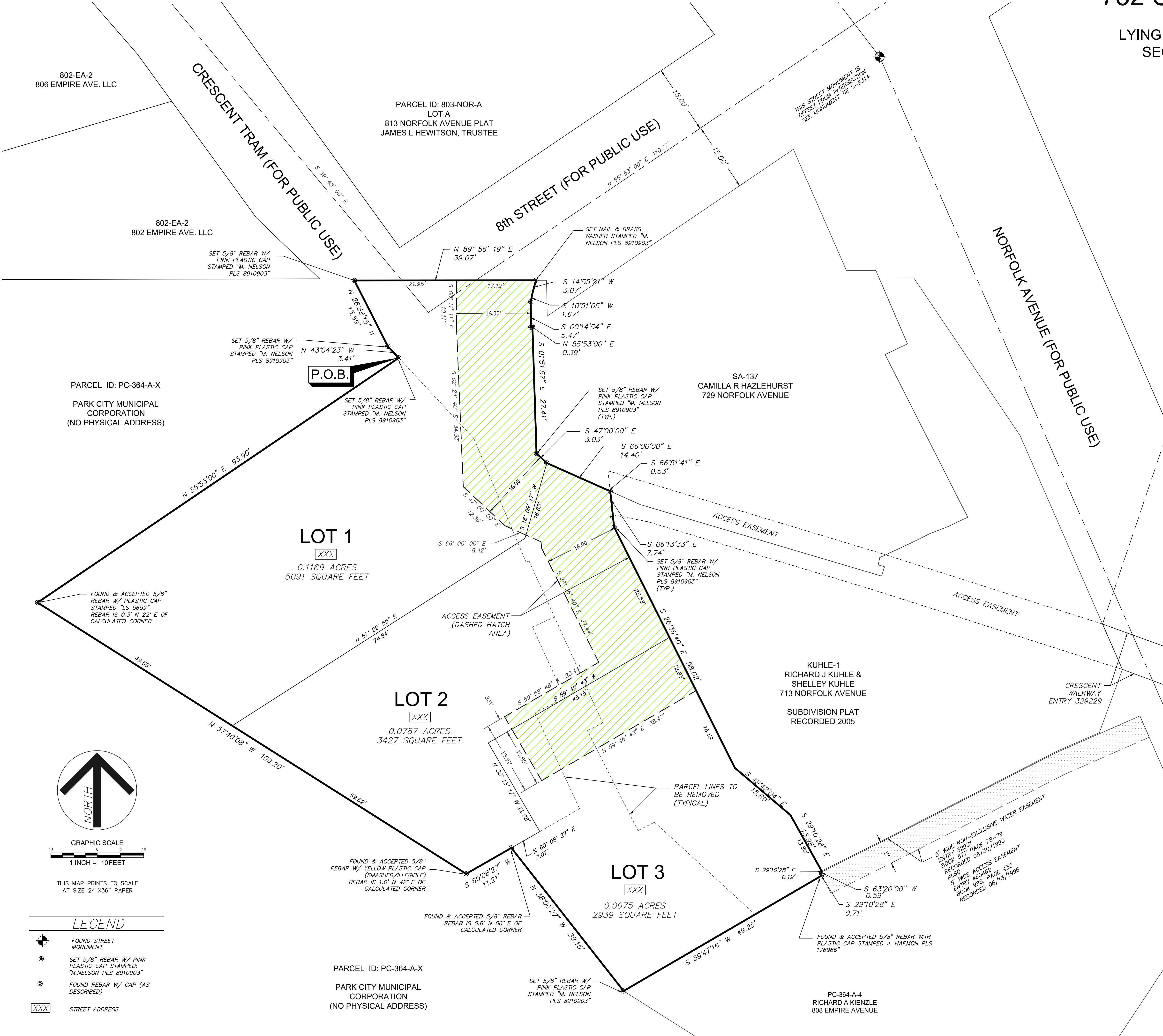
ALL REFERENCES TO MAPS & PLATS OF RECORD ARE IN THE OFFICE OF THE SUMMIT COUNTY, UTAH RECORDER.

SHEET 2 OF 2
APRIL 05, 2022

ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER

Park City
Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM



PARCEL ID: PC-364-A-X

PARK CITY MUNICIPAL
CORPORATION
(NO PHYSICAL ADDRESS)

PC-364-A-4
RICHARD A KIENZLE
808 EMPIRE AVENUE

Exhibit B: Neighborhood Lot Size Analysis

<u>Address</u>	<u>Lot Size</u>			
830 Empire	0.03	1,307		
829 Empire	0.04	1,742		
820 Empire	0.05	2,178		
817 Norfolk	0.05	2,178		
802 Empire Lot 2	0.06	2,607		
812 Empire	0.06	2,614		
827 Norfolk	0.06	2,614		
841 Empire	0.06	2,614		
835 Empire	0.06	2,614		
802 Empire Lot 1	0.06	2,617		
844 Norfolk	0.07	3,049		
803 Norfolk	0.08	3,485		
822 Lowell	0.08	3,485		
823 Norfolk	0.09	3,920		
819 Empire	0.09	3,920		
835 Norfolk	0.1	4,356		
811 Norfolk	0.11	4,792		
729 Norfolk	0.12	5,227		
841 Lowell	0.13	5,663		
713 Norfolk	0.15	6,534		
732 Crescent Tram	0.15	6,534		
808 Empire	0.16	6,970		
Average Lot Size	0.08454	3,683	Median	2,831
732 Crescent Tram Proposed	Lot 1	5,091		
	Lot 2	3,427		
	Lot 3	<u>2,939</u>		
		11,457		

Planning Commission Staff Report



Subject: Bardsley Plat Amendment
Application: PL-22-05234
Author: Spencer Cawley, Planner II
Date: July 27, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the Bardsley Plat Amendment, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for City Council's consideration on September 15, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in Draft Ordinance 2022-XX (Exhibit A).

Description

Applicant: Jeffrey T. Love, Trustee
Alliance Engineering, Applicant Representative
Location: 517 Park Avenue
Zoning District: Historic Residential (HR-1)
Adjacent Land Uses: Single-Family Dwellings; St. Luke's Episcopal Church;
Interline Condominiums
Reason for Review: Plat amendments require Planning Commission
recommendation and City Council action¹

HDC Historic District Commission
HDDR Historic District Design Review
HR-1 Historic Residential – 1
LMC Land Management Code
ROW Right-of-Way

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

Background

517 Park Avenue is in Block 5, Park City Survey and consists of Lot 3, Lot 4, and the south 19.5 feet of Lot 5. The Site contains a T/L cottage constructed circa 1888 that is a [Landmark Historic Structure](#)². The Historic Structure straddles the Lot line common to Lot 4 and Lot 5. The [Landmark Historic Site](#)³, St. Luke's Episcopal Church, is to the north of 517 Park Avenue. The Applicant owns Lots 3, 4, and 5.

¹ LMC [§ 15-7.1-2\(B\)](#)

² LMC [§ 15-11-10\(D\)\(1\)\(dk\)](#)

³ LMC [§ 15-11-10\(D\)\(1\)\(dl\)](#)



Figure 1: 517 Park Avenue, Lot 3 to the left, and St. Luke's Episcopal Church to the right.

The legal description is as follows (Exhibit B):

Original Deed Description

All of Lots 3, 4, and 5, Block 5, of the Park City survey, Park City, Utah

Actual Description

Beginning at the northeasterly corner of Lot 5, Block 5, of the Park City survey, Park City, Utah, said point also being on the easterly right-of-way line of Park Avenue, and running thence South 23°38'00" East along said lot line and said right-of-way line 75.00 feet to the Southeast corner of Lot 3; thence south 66°54'00" West along the southerly line of Lot 3 a distance of 75.00 feet to the Southwest corner of Lot 3; thence North 23°38'00" West along said lot line 75.00 feet to the Northwest corner of Lot 5; thence North 66°54'00" East along the northerly line of Lot 5, a distance of 75.00 feet to the point of beginning.

Excepting therefrom: The northerly 5.50 feet of Lot 5, referred to as the 517 Park Avenue Parcel and described as follows:

Beginning at the northeasterly corner of Lot 5, Block 5 of the Park City Survey, Park City, Utah, said point also being the easterly right-of-way line of Park Avenue (a public street), and running thence South 23°38'00" East along said

right-of-way line and the easterly line of said Lot 5 5.50 feet; thence South 66°54'00" West 75.00 feet to the westerly line of said Lot 5; thence North 23°38'00" West 5.50 feet along said westerly line to the northwest corner of said Lot 5; thence North 66°54'00" East along the northerly line of said Lot 5, 75.00 feet to the point of beginning.

Original Deed Description

All of Lots 3, 4, and 5, Block 5, of the Park City survey, Park City, Utah.

Actual Description

Beginning at the northeasterly corner of Lot 5, Block 5, of the Park City survey, Park City, Utah, said point also being on the easterly right-of-way line of Park Avenue, and running thence South 23°38'00" East along said lot line and said right-of-way line 75.00 feet to the Southeast corner of Lot 3; thence South 66°54'00" West along the southerly line of Lot 3 a distance of 75.00 feet to the Southwest corner of Lot 3; thence North 23°38'00" West along said lot line 75.00 feet to the Northwest corner of Lot 5; thence North 66°54'00" East along the northerly line of Lot 5, a distance of 75.00 feet to the point of beginning.

Excepting therefrom: The northerly 5.50 feet of Lot 5, referred to as the 517 Park Avenue Parcel and described as follows:

Beginning at the northeasterly corner of Lot 5, Block 5 of the Park City Survey, Park City, Utah, said point also being the easterly right-of-way line of Park Avenue (a public street), and running thence South 23° 38' 00" East along said right-of-way line and the easterly line of said Lot 5 5.50 feet; thence South 66° 54' 00" West 75.00 feet to the westerly line of said Lot 5; thence North 23° 38' 00" West 5.50 feet along said westerly line to the northwest corner of said Lot 5; thence North 66° 54' 00" East along the northerly line of said Lot 5, 75.00 feet to the point of beginning.

Containing 397.4 square feet.

Figure 2: Legal Description from Survey No. S-983.



Figure 3: Lot 3 (green), Lot 4 (purple), and Lot 5 (red).

Historically, Lot 3 (south of 517 Park) contained a Single-Family Dwelling which was demolished sometime between 1929 and 1941.



Figure 4: Sanborn Fire Insurance Maps

Today, a non-historic section of covered porch and approximately three to six inches (3"-6") of the Historic Structure encroaches onto Lot 3. Additionally, a rock wall, running the length of Lots 3, 4, and 5, encroaches into the Park Avenue Right-of-Way (ROW). The rock wall will be addressed during the Historic District Design Review phase.

In 1988, the Episcopal Diocese of Utah owned 517 Park Avenue and proposed demolition of the Historic Structure. To prevent demolition of the Structure, the Historic District Commission (HDC) awarded the Episcopal Diocese a grant to help restore the Structure. The grant was never used (Exhibit C). On June 19, 1989, the HDC voted to support the renovation of the Historic Structure (Exhibit D).

On July 6, 1991, the Historic District Commission met with St. Luke's Episcopal Church Building Committee (Exhibit E). On August 6, 1991, the Historic District Commission voted to send the Episcopal Diocese of Utah a letter encouraging three alternatives to the demolition (Exhibit F):

- 1) Renovation or reconstruction of the Structure;
- 2) Sell the property; or
- 3) Donate the property to the City for renovation of the Structure.

On August 12, 1991, the Board of Trustees of the Corporation of the Episcopal Church in Utah adopted a resolution to demolish 517 Park Avenue (Exhibit G).

On December 11, 1991, the Corporation of the Episcopal Church in Utah submitted a Historic District Review application for demolition (Exhibit G).

On May 13, 1992, the Planning Commission approved a two Lot Subdivision at 517 Park Avenue. The Lot Line between Lots 5 and 6 was moved south 5.5 feet to accommodate an existing walkway adjacent to the Church. Staff has made extensive efforts to research this approval, but the Plat Amendment was never recorded, and no further records were found. The meeting minutes indicate the approval includes a Condition of Approval that states, "There will be a deed restriction placed on Lot 3, as approved by the City Attorney's office, addressing separate ownership and additional development" (Exhibit H). A notice of Planning Commission Action dated, June 26, 1992, was sent to Tim Lee indicating the expiration of approval on May 13, 1993 (Exhibit I).

On May 14, 1992, the City Council reviewed the Subdivision Plat for 517 Park Avenue approved by the Planning Commission on May 13, 1992. The Subdivision was approved on consent with the same condition of approval as the Planning Commission (Exhibit J). However, as stated above, the plat was not recorded, and the approval expired.

On June 16, 1992, Tim Lee applied for a Historic District Review application to renovate the structure at 517 Park Avenue and to construct an attached basement garage. The City financially participated in the project and co-signed on the construction loan which was paid off and released.

On October 9, 1992, survey No. S-983 was recorded showing the removal of the northern most 5.5 feet of Lot 5 from the property survey, but not addressing removal of the internal lot lines which were still shown on the survey. The survey however created a new metes and bounds legal description which included the three lots as if the May 14, 1992, Plat Amendment had been recorded. See Exhibit B for additional detail and Figure 2 above for the legal description.



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been unable to find any further record or the form of administrative approval.

Planning staff compiled a history of permits associated with 517 Park Avenue, attached as Exhibit M.

On March 24, 2022, the Applicant submitted a complete Historic District Design Review (HDDR) Application proposing to remodel the Historic Structure and remove the non-historic porch that encroaches onto Lot 3. The Application is scheduled for a public administrative hearing on July 28, 2022. (PL-21-05118)

On April 12, 2022, the Applicant submitted a Plat Amendment Application to remove the internal Lot Line common to Lots 4 and 5. On July 22, 2022, staff deemed the application complete.

On May 13, 2022, the City's Historic Preservation Consultant, Anne Oliver, determined the side porch extension that encroaches onto Lot 3 was constructed during a renovation in 1992 (Exhibit N).

On July 6, 2022, the Historic Preservation Board approved Material Deconstruction of a portion of the rear façade to accommodate a deck addition to the second story of the Landmark Historic Structure ([Staff Report](#); [Meeting Audio](#)).

Analysis

A Plat Amendment is the combining of existing subdivided Lots into one or more Lots, amendments to plat notes, or amending other platted elements.⁴ Plat Amendments require Planning Commission review and City Council Final Action.⁵ The Applicant proposes combining Lots 4 and 5 into one Lot, remove the porch encroachment on Lot 3, and construct an addition to the Historic Structure (Exhibit O). On July 7, 2022, the Applicant submitted an HDDR pre-application to construct a Single-Family Dwelling on Lot 3 (PL-22-05313).

(I) The proposed Plat Amendment complies with the Historic Residential (HR-1) Zoning District Requirements.

The purposes of the HR – 1 Zoning District are to:

1. preserve present land Uses and character of the Historic residential Areas of Park City;
2. encourage the preservation of Historic Buildings and/or Structures;
3. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
4. encourage single family Development on combinations of 25' x 75' Historic Lots;
5. define Development parameters that are consistent with the General Plan

⁴ LMC [§ 15-7.1-3\(B\)](#)

⁵ LMC [§ 15-12-15\(B\)\(9\)](#)

- policies for the Historic core; and
6. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Single-Family Dwellings are an Allowed Use in the HR – 1 Zoning District.⁶

The table below outlines the HR-1 Zoning District Lot and Site Requirements:

HR-1 Zoning District Requirement	Analysis of Proposal
Min. Lot Area: 1,875 sq. ft.	Complies; Lots 4 and 5 contain 3,336 sq. ft. Complies pursuant to LMC § 15-2.2-3(A); Lot 3 contains 1,874.25 sq. ft. For properties platted as Lots within the Historic Park City Survey and originally platted as 25 feet wide by 75 feet deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks allowed.
Min. Lot Width: 25 feet	Complies; Lots 4 and 5 are 44.48 feet wide Complies pursuant to LMC § 15-2.2-3(A); Lot 3 is 24.99 feet wide For properties platted as Lots within the Historic Park City Survey and originally platted as 25 feet wide by 75 feet deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks allowed.
Lot Depth: 75 feet	Complies; Lots 3, 4, and 5 are all 75 feet deep
Maximum Building Footprint	1,383 sq. ft. for Lots 4 and 5. The existing building

⁶ LMC [§ 15-2.2-2\(A\)\(1\)](#)

$= (\text{Lot Area}/2) \times 0.9 \text{ Lot Area}/1875$	footprint of the historic Structure is approximately 1,425 square feet. This does not include the porch. 843 sq. ft. for Lot 3 Condition of Approval 5: Any new development on Lot 3 must comply with the Land Management Code and requires Historic District Design Review.
Setbacks: Front: 10 feet Rear: 10 feet Side: 5 feet	Complies; Pursuant to LMC § 15-2.2-4, Historic Buildings and/or Structures that do not comply with Setbacks are valid Non-Complying Structures. The Plat Amendment maintains the existing Setback on Lots 4 and 5 (4.5 feet on the North and 0 feet on the South). Approximately 3-6 inches of a rear portion of the Historic Structure encroaches onto Lot 3. Condition of Approval 5: Any new development on Lot 3 must comply with the Land Management Code and requires Historic District Design Review. Condition of Approval 6: The Applicant shall record an encroachment agreement with Summit County to address the portion of the Historic Structure that encroaches onto Lot 3 prior to recordation of the Plat Amendment.
Building Height: 27 feet	Complies; Per the pending Historic District Design Review application, the existing Structure on Lots 4 and 5 will not increase in height. The existing height is 30 feet and is non-conforming because it is historic. Condition of Approval 7: Development on Lot 3 shall comply with the Land Management Code and requires Historic District Design Review. New construction must meet the zone height of 27 feet.

Architectural Review LMC [§ 15.2.2-9](#)

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance. Any proposed structure or future development will require the Applicant to submit a Historic District Design Review Application to the Planning Department for review and compliance with LMC [Chapter 15-11](#), *Historic Preservation*, and LMC [Chapter 15-13](#), *Design Guidelines for Historic Districts and Historic Sites*.

(II) Staff finds Good Cause for removing the Lot line common to Lots 4 and 5 because (A) present land Uses and the Character of the HR-1 Zoning District are retained, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement is vacated or amended.

Plat amendments shall be reviewed according to LMC [§ 15-7.1-6](#), *Final Subdivision Plat*, and approval shall require a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

LMC [§ 15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

A. The Historic Residential (HR-1) Zoning District Character is retained.

One of the purposes of the HR-1 Zoning District is in part to preserve present land Uses and the character of the Historic residential Areas of Park City.⁷ This proposal is consistent with the zoning district by preserving the character of Historic residential development, encouraging the preservation of the site’s Historic Structure, and encouraging construction of Historically Compatible Structures that contribute to the character and scale of the Historic District. Furthermore, this proposal supports the Park City General Plan by preserving the integrity, mass, scale, compatibility, and historic fabric of the city’s Historic core

B. No Public Street or Right-of-Way is vacated or amended.

Access to the Lots is from Park Avenue. The Applicant’s proposal does not vacate or amend any portion of the platted ROW. However, the retaining wall along the front of the property encroaches into the Park Avenue ROW. Staff recommends **Condition of Approval 8** requiring the Applicant to enter into an encroachment agreement with the City Engineer and to record the encroachment agreement with Summit County prior to recordation of the Plat.

C. No easement is vacated or amended.

(III) The Development Review Committee met on July 19, 2022, reviewed the proposal, and did not identify any issues.

Department Review

The Planning, Engineering, and Legal Departments reviewed this application.

⁷ LMC [§ 15-2.2-1\(A\)](#)

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on July 13, 2022. Staff mailed courtesy notice to property owners within 300 feet on July 13, 2022. The *Park Record* published notice on July 13, 2022. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for Ordinance No. 2022-XX, Approving the 517 Park Avenue Plat Amendment, to the City Council for Consideration on September 15, 2022; or
- The Planning May forward a negative recommendation for Ordinance No. 2022-XX, Denying the 517 Park Avenue Plat amendment, to the City Council and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information for the 517 Park Avenue Plat Amendment and continue the discussion to a date certain.

Exhibits

Exhibit A:	Draft Ordinance No. 2022-XX and Proposed Plat
Exhibit B:	Recorded Survey No. S-983
Exhibit C:	January 29, 1990 – Planning Staff Letter
Exhibit D:	June 19, 1989 – HDC Meeting Minutes
Exhibit E:	July 6, 1991 – HDC Meeting Minutes
Exhibit F:	August 15, 1991 – HDC Meeting Minutes
Exhibit G:	1992 Certificate of Appropriateness for Demolition Application
Exhibit H:	May 13, 1992 – Planning Commission Meeting Minutes
Exhibit I:	June 26, 1992 – Notice of Planning Commission Action
Exhibit J:	May 14, 1992 – City Council Meeting Minutes
Exhibit K:	Special Warranty Deed
Exhibit L:	May 3, 1993 – Planning Department Letter
Exhibit M:	History of Prior Approvals
Exhibit N:	Determination of Non-Historic Significance
Exhibit O:	Applicant Narrative of Plat Intent

Ordinance No. 2022-XX

AN ORDINANCE APPROVING THE BARDSLEY PLAT AMENDMENT, LOCATED AT 517 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 517 Park Avenue petitioned the City Council for approval of the Bardsley Plat Amendment; and

WHEREAS, on July 13, 2022, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on July 13, 2022, courtesy notice was mailed to property owners within 300 feet of 517 Park Avenue; and

WHEREAS, on July 27, 2022, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on July 27, 2022, the Planning Commission forwarded a **positive/negative** recommendation for City Council's consideration on September 15, 2022; and

WHEREAS, on September 15, 2022, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The Bardsley Plat Amendment, located at 517 Park Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. The property is located at 517 Park Avenue.
2. The property is listed with Summit County as Parcel number PC-73 and consists of Lot 3, Lot 4, and a portion of Lot 5 in Block 5, Park City Survey.
3. The Applicant owns Lot 3, Lot 4, and Lot 5.
4. The property is in the Historic Residential (HR-1) Zoning District.
5. The Site contains a T/L cottage constructed circa 1888 and is on Park City's Historic Sites Inventory.
6. The Historic Structure straddles the Lot Line common to Lot 4 and Lot 5.
7. Historically, Lot 3 contained a Single-Family Dwelling which was demolished between 1929 and 1941.
8. A non-historic section of a covered porch and approximately three to six inches of the Historic Structure encroaches onto Lot 3.

9. A rock wall, running the length of Lots 3, 4, and 5, encroaches into the Park Avenue Right-of-Way.
10. The Episcopal Diocese of Utah owned 517 Park Avenue and proposed demolition of the Historic Structure in 1988.
11. The Historic District Commission awarded the Episcopal Diocese a grant to help restore the Historic Structure, but the grant was never used.
12. The Historic District Commission voted to support the renovation of the Historic Structure on June 19, 1989.
13. On August 6, 1991, the Historic District Commission voted to send the Episcopal Diocese of Utah a letter encouraging three alternatives to demolition: A) Renovation or reconstruction of the Structure; B) Sell the property; or C) Donate the property to the City for renovation of the Structure.
14. On August 12, 1991, the Board of Trustees of the Corporation of the Episcopal Church in Utah adopted a resolution to demolish 517 Park Avenue and submitted an application for demolition on December 11, 1991.
15. On May 13, 1992, the Planning Commission approved a two-Lot Subdivision and the Lot Line between Lots 5 and 6 moved south 5.5 feet to accommodate an existing walkway adjacent to the Episcopal Church on Lot 6 and included a Condition of Approval to place a deed restriction on Lot 3, as approved by the City Attorney's Office, addressing separate ownership and additional development. However, the Plat Amendment was never recorded with Summit County.
16. On May 14, 1992, the City Council reviewed the Subdivision Plat for 517 Park Avenue. The Subdivision was approved on consent with the same Condition of Approval as the Planning Commission. The plat was not recorded, and the approval expired.
17. On June 16, 1992, the property owner of 517 Park Avenue applied for a Historic District Review application to renovate the Historic Structure and construct an attached basement garage. The City financially participated in the project and co-signed on the construction loan which was paid off and released.
18. The Corporation of the Episcopal Church in Utah conveyed through a Special Warranty Deed to the property owner Lot 3, Lot 4, and Lot 5 with the exception of the northern most 5.5 feet of Lot 5. The deed was recorded on June 19, 1992.
19. On October 9, 1992, survey No. S-983 was recorded showing the removal of the northern most 5.5 feet of Lot 5 from the property survey but did not address the removal of the internal lot lines which were still shown on the survey.
20. Survey No. S-983 created a new metes and bounds legal description which included the three lots as if the May 14, 1992, Plat Amendment had been recorded.
21. On May 3, 1993, the Planning Department sent a letter to the property owner advising the approval for the two Lot Subdivision would expire on May 13, 1993. A hand-written note dated May 4, 1993, from a Staff Planner states an Administrative Lot Line Adjustment was completed and there was no need for recordation.
22. The City has been unable to find any further record of the form of administrative approval.

23. On April 12, 2022, the Applicant submitted a Plat Amendment Application. On July 22, 2022, the application was deemed complete.
24. The proposed Plat Amendment removes the Lot line common to Lots 4 and 5 creating one Lot-of-Record containing 3,336 sq. ft.
25. On May 13, 2022, the City's Historic Preservation Consultant determined the porch that encroaches onto Lot 2 is non-historic and was constructed during a renovation in 1992.
26. On July 6, 2022, the Historic Preservation Board approved Material Deconstruction of a portion of the rear façade to accommodate a deck addition to the second story of the Landmark Historic Structure.
27. No easement is vacated or amended as a result of the plat amendment.
28. The LMC regulates Lot and Site Requirements per LMC [§ 15-2.2-3](#).
29. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District and requires a minimum Lot size of 1,875 square feet. The proposed Lot size for Lot 3 is 1,874.25 square feet. The proposed Lot size for Lots 4 and 5 is 3,336 sq. ft.
30. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed width of Lot 3 is 24.99 feet. The proposed width of Lots 4 and 5 is 44.48 feet.
31. The required front Setback for Lot depths of 75 feet is ten feet (10').
32. The required Side Setback is five feet (5').
33. Pursuant to LMC § 15-2.2-4, Historic Buildings and/or Structures that do not comply with Setbacks are valid Non-Complying Structures. The proposed Plat amendment maintains the existing Setbacks on Lots 4 and 5: 4.5 feet on the north and 0 feet on the south.
34. In the HR-1 Zoning District, the Maximum Building Footprint = $(\text{Lot Area}/2) \times 0.9^{\text{Lot Area}/1875}$. The Maximum Building Footprint for Lot 3 is 843 square feet. The Maximum Building Footprint for Lots 4 and 5 is 1,383 square feet.
35. Building Height in the HR-1 Zoning District is 27 feet. The Historic Structure is 30 feet and is non-conforming because it is historic.
36. The findings in the Analysis section of the Staff Report are incorporated herein.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC [Chapter 15-2.2](#), *Historic Residential (HR-1) Zoning District*, and LMC [§ 15-7.1-6](#), *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on these Lots, to be approved by the Chief Building Official.
4. A non-exclusive ten foot (10') public snow storage easement on Park Avenue shall be dedicated on the Plat.
5. Any new development on Lot 3 must comply with the Land Management Code and requires Historic District Design Review.
6. The Applicant shall record an encroachment agreement with Summit County to address the portion of the Historic Structure that encroaches onto Lot 3.
7. New construction on Lot 3 shall meet the zone height of 27 feet.
8. The Applicant shall record an encroachment agreement with Summit County to address the portions of the retaining wall along the front of the property that encroach into the Park Avenue Right-of-Way.
9. City Engineer review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.

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

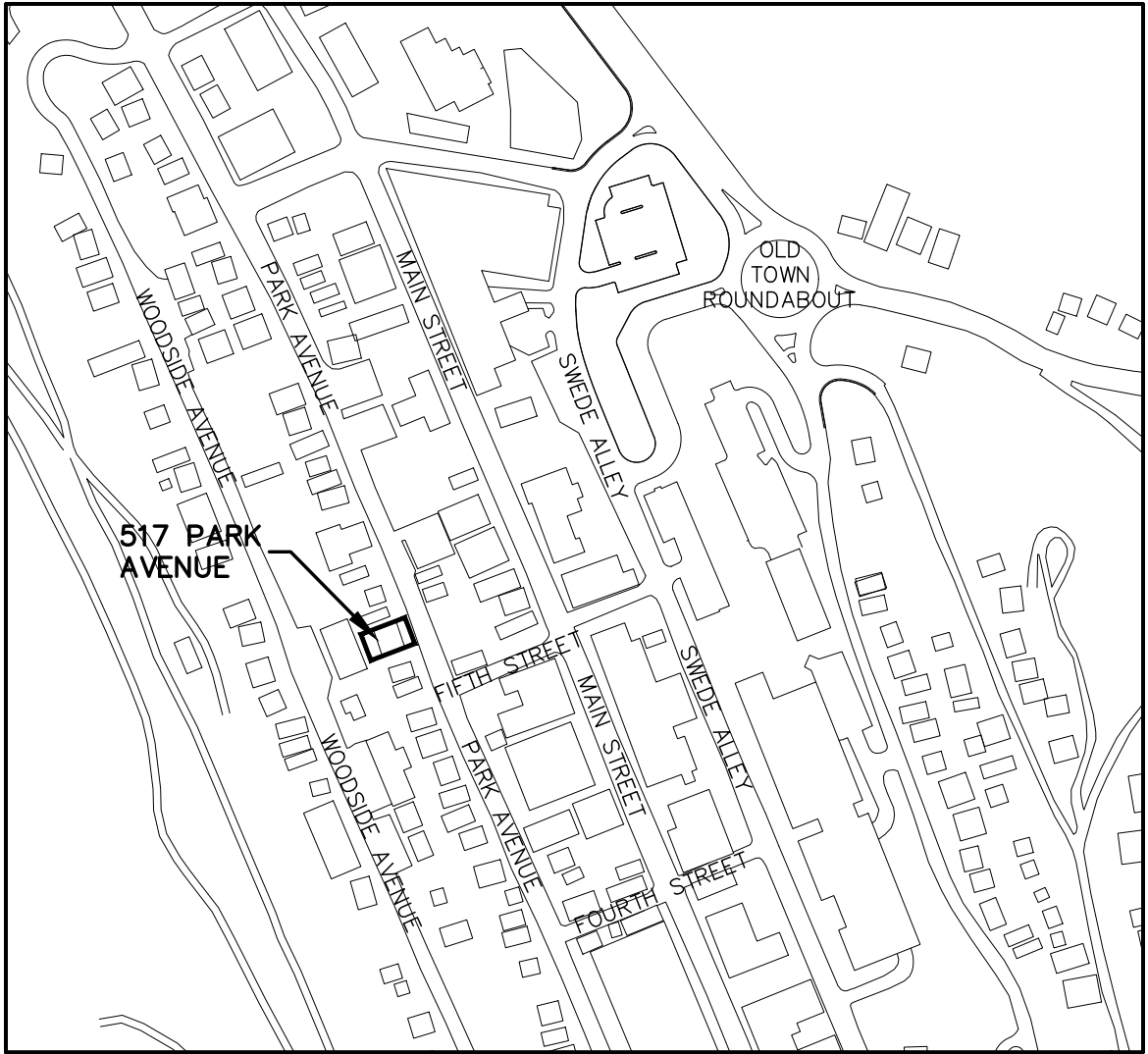
ATTEST:

City Recorder

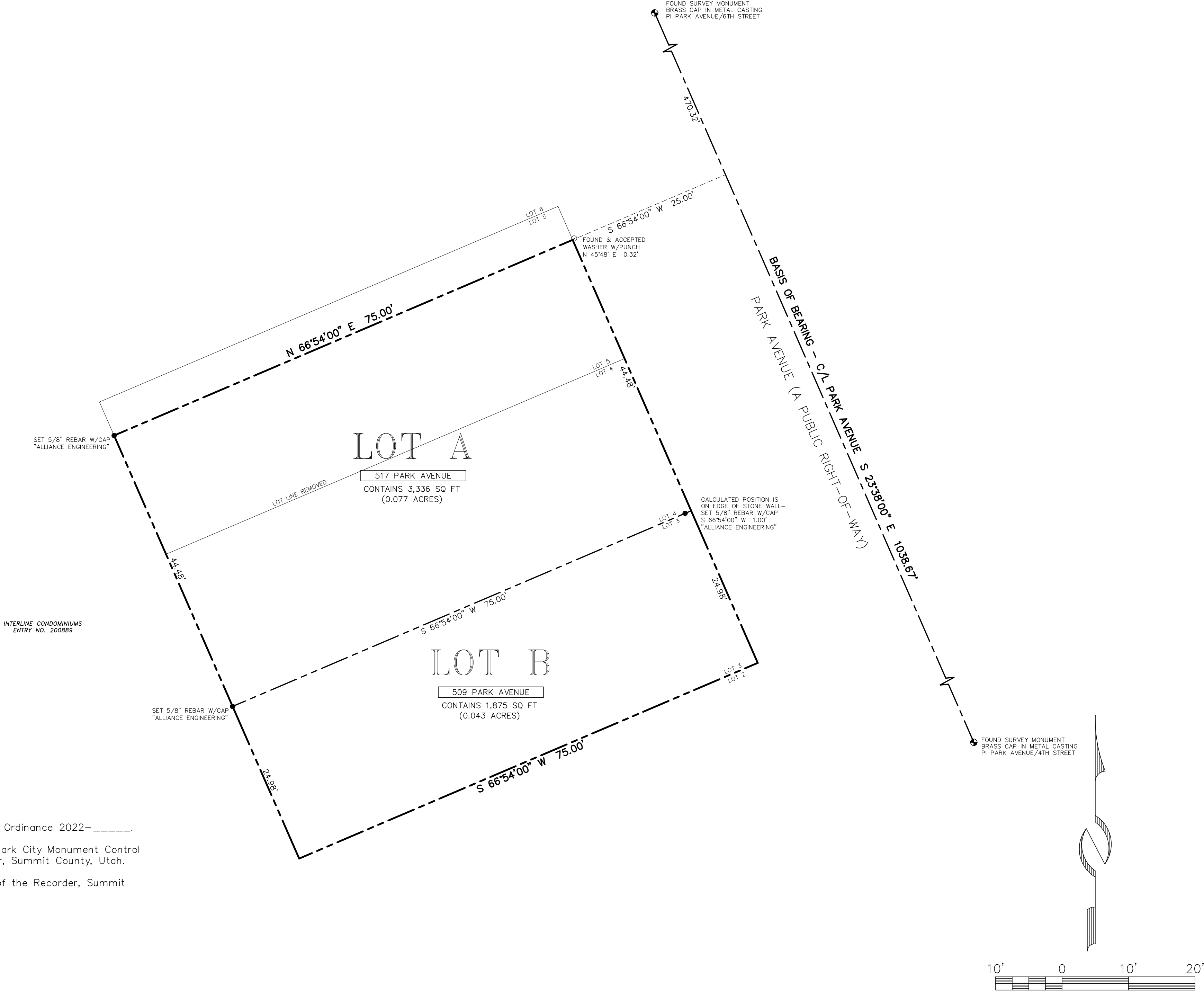
APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

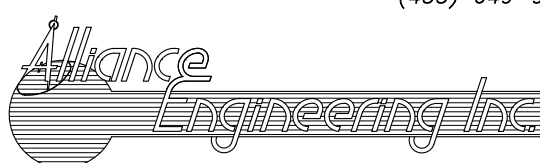


VICINITY MAP
1"=300'



NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2022-_____.
- A proration was applied to the platted distances based on the Park City Monument Control Map, recorded as Entry No. 199887 in the Office of the Recorder, Summit County, Utah.
- See recorded survey S-2382, S-2221 and S-799 in the Office of the Recorder, Summit County, Utah.



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

BARDSLEY PLAT AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into two lots, hereafter to be known as the BARDSLEY PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Parcel 1

Lots 4 and 5, Block 5, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

Excepting therefrom the Northerly 5.50 feet of Lot 5, referred to as the 517 Park Avenue Parcel and described as follows:

Beginning at the Northeastly corner of Lot 5, Block 5, of the Park City Survey, Park City, Utah, said point also being the Easterly right of way line of Park Avenue (a public street); and running thence South 23°38'00" East along said right of way line and the Easterly line of said Lot 5 for 5.50 feet; thence South 66°54'00" West 75.00 feet to the Westerly line of said Lot 5; thence North 23°38'00" West 5.50 feet along said Westerly line to the Northwest corner of said Lot 5; thence North 66°54'00" East along the Northerly line of said Lot 5 for 75.00 feet to the point of beginning.

Parcel 2

Lot 3, Block 5, Amended Plat of the Park City Survey, according to the official plat thereof on file and of record, in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jeffrey T. Love, as Trustee of the Jeffrey T. Love Living Trust dated May 25, 2010, as amended and restated, as to Parcel 1, hereby certifies that he has caused this plat amendment to be made, together with easements as set forth to be hereafter known as the BARDSLEY PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public areas 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.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.

Jeffrey T. Love Living Trust dated May 25, 2010, as amended and restated

By: _____
Jeffrey T. Love, Trustee

ACKNOWLEDGMENT

State of UTAH)

: ss.

County of SUMMIT)

On this _____ day of _____, 2022, Jeffrey T. Love personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Trustee of the Jeffrey T. Love Living Trust, dated May 25, 2010, as amended and restated, 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 the BARDSLEY PLAT AMENDMENT.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jeffrey T. Love, as to Parcel 2, hereby certifies that he has caused this plat amendment to be made, together with easements as set forth to be hereafter known as the BARDSLEY PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public areas 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.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.

By: Jeffrey T. Love

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2022, Jeffrey T. Love personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the BARDSLEY PLAT AMENDMENT.

By: _____

Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

SHEET 1 OF 1

7/22/21 JOB NO.: 4-1-22 FILE: X:\ParkCitySurvey\dwg\sr\plat2022\040122.dwg

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

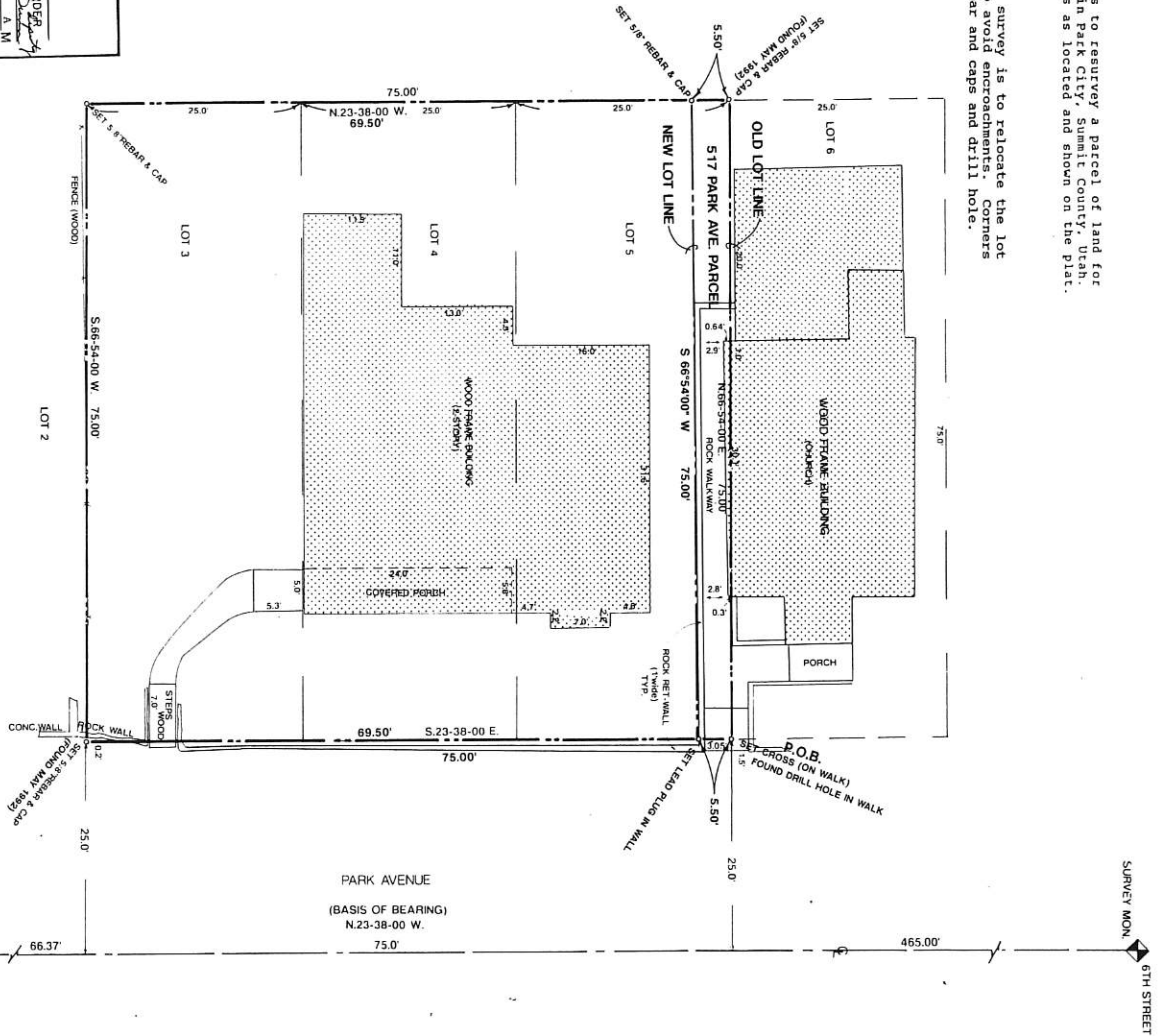
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

NARRATIVE

The purpose of this survey is to resurvey a parcel of land for the client's use as located in Park City, Summit County, Utah. Survey based on the monuments as located and shown on the plat.

NARRATIVE

The purpose of this updated survey is to relocate the lot line between Lots 5 and 6. The plat monuments shown are set are based upon found rebar and caps and drill hole.



NORTH
SCALE: 1"=10'

Original Deed Description

All of Lots 3, 4, and 5, Block 5, of the Park City survey, Park City, Utah.

Actual Description

Beginning at the northeasterly corner of Lot 5, Block 5, of the Park City survey, Park City, Utah, said point also being on the easterly right-of-way line of Park Avenue, and running thence South 23° 38' 00" East along said lot line and said right-of-way line 75.00 feet to the Southeast corner of Lot 3; thence South 66° 54' 00" West along the southeasterly line of Lot 3 a distance of 75.00 feet to the West corner of Lot 5; thence North 23° 38' 00" East along the southeasterly line of Lot 5 a distance of 75.00 feet to the point of beginning.

Excepting therefrom: The northerly 5.50 feet of Lot 5, as shown on the 517 Park Avenue Parcel and described as follows:

Beginning at the northeasterly corner of Lot 5, Block 5 of the Park City survey, Park City, Utah, said point also being on the easterly right-of-way line of Park Avenue (a public street), and running thence South 23° 38' 00" East along said right-of-way line and the easterly line of said Lot 5 5.50 feet; thence South 66° 54' 00" West 75.00 feet to the West corner of Lot 5; thence North 23° 38' 00" East along the southeasterly line of Lot 5 a distance of 75.00 feet to the point of beginning.

Containing 397.4 square feet.

SURVEY DATE: 1-22-90 CLIENT: ROGER STEPHENS PROJECT #6971
SURVEY UPDATE: 5-12-92 CLIENT: PARK CITY MUNICIPAL CORP. #11298

FILE NO. S-983
FILED AT THE REQUEST OF
ALAN SPRINGS SUMMIT CO. RECORDED
FEE \$ 10.00 BY *[Signature]*
FILED 10/09/92 OF 08:30 A.M.

SURVEYOR'S CERTIFICATE

I, James G. West, a registered land surveyor as prescribed by the laws of the State of Utah, and holding License No. 3082, do hereby certify that I have made a survey of the above described property and that the plat hereon is a true and correct representation of said property.

Date *May 16 1992*
James G. West
License No. 3082 - Utah

SURVEYOR'S CERTIFICATE

I, *Michael L. Albrecht*, a registered land surveyor as prescribed by the laws of the State of Utah, and holding License No. 5710, do hereby certify that I have made an update to the survey shown on this plat and that said survey is a true and correct representation of the above described property.

Date *May 16 1992*
Michael L. Albrecht
License No. 5710 - Utah



Park City Planning Department
Staff Report

To: Historic District Commission
From: Planning Staff
Date: January 29, 1990 *mm*
Re: NEW BUSINESS - 517 Park Avenue, St. Luke's Parish Hall

The Episcopal Diocese of Utah purchased the historic residence at 517 Park Avenue, adjacent to St. Luke's Episcopal Church, in January 1988 with the intention of using the property in some manner as support to the church. They applied for and were awarded a \$10,000 grant in 1988 but were unable to use it because of unresolved questions about the feasibility of the renovation of the structure.

During the past year the members of the congregation have worked with the Diocese to develop several alternatives for the property. The goals of the church are to have a building which can be used as a retreat for church members, a location for church school, an office, a kitchen, conference room, library, and four bedrooms. They have started their intentions are to have a facility for small meetings and work sessions which would support the activities the church building can accommodate. They do not intend to rent rooms or otherwise invite the general public to use the parish hall.

The Diocese has worked with Price Associates, Structural Engineers and Connelly/Cannon Architects/Planners of Salt Lake to evaluate the various options for the building. Their consensus is that the most favorable option would be to replicate the building in such a way that the exterior appears the same as the original building, repositioning the building on the lot to optimize the site, and providing on-site parking if feasible. They are in the process of obtaining a property survey in order to evaluate the site's capability to accommodate those goals.

Roger Stephens of St. Luke's has been working with the Planning Staff and the consultants on the proposal and has asked that they have an opportunity to discuss the project with you.

A copy of recent correspondence regarding the Historic District Commission's and Planning Staff's positions are attached, along with the consultants' reports, and the Utah State Historical Society's Site Information Form.

The applicants have been informed that the change in use from residential to public will require a Conditional Use Permit from the Planning Commission. This meeting with the HDC will help provide the applicants with an indication of the Commission's support of both the building and its proposed new use.

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original estimates. Other examples of projects going over their estimates are 923 Empire and 558 Main Street.

After a discussion based on the possibility that flexibility on the amounts could prompt many people to come in for additional amounts, the HDC decided not to release further funds at this time.

3. Design Review of Proposed Deck on the Back of 416 Park Avenue - Jack Mayer

Planner McIntyre informed the HDC that Mr. Mayer would not be able to be there and that she would represent him on this project. Planner McIntyre passed around the plan for the deck addition at the back of the house. The deck will be 6' wide. Rick Perry is working with Mr. Mayer. The house is being painted a steel blue with white trim.

MOTION: Fred Moore moved for approval of the deck and for final design review to be approved by Staff. Motion seconded by Ron Whaley. Motion passed with all in favor.

6. Request for a Letter in Support of the Renovation of St. Luke's Episcopal Church Manse Building - 517 Park Avenue

Planner McIntyre told the HDC that Roger Stephens had been into the office and requested the support of the HDC and the Planning Staff to keep the building. There is some feeling on the governing committee in Salt Lake that it would be easier to tear down the building and begin anew. Mr. Stephens is requesting a letter from the HDC pointing out the historic significance, etc. of the building. Planner McIntyre will also send a letter from the planning issues standpoint.

MOTION: Fred Moore moved that for the record that the HDC strongly supports the renovation of St. Luke's Manse. Motion seconded by Ron Whaley. Motion passed with all in favor.

The HDC then returned to an on-site inspection for the following Old Business agenda item:

2. Design Review of 27 Hillside - Peter Marth

An on-site motion was made as follows:

MOTION: Hank Louis moved to approve the change to the roof with the requirement that columns be added to the roof overhang to match the porch on the south side, and that the windows be brought back to the HDC for review. Motion seconded by Ron Whaley. Motion passed with all in favor.

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1. One to two additional windows shall be placed on each side of the house, the location and size of which shall be approved by the Planning Staff prior to permit issuance.
2. A final color palette shall be approved by the Planning Staff, **including color for metal chimney flue.**
3. The entrance door shall include a window and shall be of a design consistent with the Historic District Design Guidelines, subject to Staff approval.
4. **Eliminate the transom window on the back elevation and replace with a window to be approved by the Planning Staff.**
5. **The sliding glass doors on the back elevation will have a substantial appearance to be approved by the Planning Staff.**

Motion seconded by David Hampshire. Motion carried.

3. Discussion of St. Lukes Episcopal Church Manse Building Alternatives, Roger Stephens

Planner McIntyre introduced the HDC to Roger Stephens of the St. Lukes Episcopal Church Building Committee, Greg Henry, and Father Ed Howlett.

Planner McIntyre reminded the HDC that this issue had been before them previously. A grant was given for the renovation of the manse in 1990 but nothing has been done since then. A year ago the Historic District Commission wrote a letter to the Episcopal Church encouraging them to do whatever possible to retain the structure and avoid tearing it down.

Chief Building Official Ron Ivie has inspected the building and is very concerned about its current status. There are some electrical problems in particular which Mr. Ivie is concerned about. Mr. Ivie is anxious that something be done with the building.

Mr. Stephens advised the HDC that Mr. Ivie's inspection report basically recommended no occupancy. Mr. Stephens stated that the building is owned by the Episcopal Church Corporation in Salt Lake City and their biggest concern is the liability. Because of that, the church has notified the tenants to vacate the building, effective the end of July, 1991. Mr. Stephens advised that the Episcopal Church Corporation and St. Luke's vestry which runs the church are meeting on August 5. At that time St. Luke's vestry

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needs to give a report on what they think should be done with the building. Mr. Stephens commented that the Episcopal Church Corporation does not have the funds or the desire to do anything with the building, hence St. Luke's vestry is looking for guidance in providing alternatives for this building.

Mr. Stephens explained that the property is located on three lots adjacent to the Episcopal Church. The building was originally purchased with the idea of using it in combination with the Episcopal Church. He stated that it is clear with the growth in Park City, St. Lukes will need a bigger facility and one with better parking facilities. He commented that St. Lukes will remain a chapel but it is questionable whether this will include the three lots and the manse. At this point, they see no future use for the lots or the building.

Jacquie Cote inquired if the building had been on the real estate market. Mr. Stephens commented that it had not nor had there been any discussion of that at this juncture. However, Craig Henry has been looking at the possibility of purchasing the building. Mr. Stephens commented that it is his personal opinion that they should try to save the building. The options as Mr. Stephens see it are to tear it down, sell it and have it moved to another site, or sell the building and have someone else renovate it.

Father Howlett advised that he felt the Diocese would be amenable to keeping the property and using it as a public green space for the City and tearing down the structure. The use of the public green space would be for wedding receptions, displays during the Arts Festival, etc.; and other uses similar to that of a pocket park.

Mr. Stephens commented that when they met with the Planning Commission in January 1990, there was a full engineering report completed and an architectural as-built. Connelly and Cannon looked at the building and at that point, based upon their recommendation, the diocese felt the most logical solution would be to tear the building down and replicate it back to its original state before any additions had been added. The question at the time before the HDC was whether or not the use could be preserved without having to meet the parking requirements, etc. Mr. Stephens informed the HDC that since then, because of changes in the needs of the church, plans to do anything with the building have more or less been given up.

Mr. Stephens advised the HDC that he has asked the Planning Staff to give them a written report on their options which he can present to the vestry, who will then come up with their own report and send it all on to the church corporation. Mr. Stephens stressed that he is looking for alternatives and options to save the building.

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It was again discussed that the grant which had been given this structure three years ago had not been used. Mr. Stephens commented that the architects, etc. who looked at the building advised not to start spending money on it until a definite plan had been established about what to do with it.

Mr. Hampshire asked about the building's foundation. Mr. Stephens responded that the southwest and north walls have no foundation but there is a partial basement which housed the furnace in the middle of the structure and there is some foundation across the front of the building. He then explained further weaknesses within the structure.

Planner McIntyre went over the point with Mr. Stephens that the current needs of St. Lukes appear to be for the use of a larger facility in some other location and that St. Lukes will be retained as a chapel. She commented that it appears that there really is no use for the manse as a building as it currently stands due to the liability, etc. Mr. Stephens responded that if it were to be renovated the vestry would probably prefer that it be moved further south to give a feeling of space between it and the chapel.

Alison Child observed that the suggestion of replicating the building doesn't appear to be helpful to the vestry. Mr. Stephens responded that replication would be a short-term and expensive solution. Father Howlett made the point that the diocese owns property in Silver Springs for possible expansion. Roger Stephens stated that they need approximately 1 ½ acres of ground to expand to fit their growing needs.

Alison Child was of the opinion that the HDC's first preference would be to see the building renovated and that perhaps there could be a solution which would benefit both St. Luke's and the HDC. She made the observation that if the vestry sells the property they could possibly realize a better financial return with the building on it than as a vacant lot. Mr. Stephens commented that reaching a solution on what to do with the manse was not strictly a money issue.

Craig Henry commented that as far as renovation is concerned it only seems feasible to renovate the original north portion and recreate something other than the current additions. A discussion followed on what portion of the building was the original section. The portion that is most probably the original structure is in better condition than the balance of the structure. Planner McIntyre made the point that any construction over 50 years is considered historic, so in this case some of the additions could also be considered historic.

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Jacquie Cote had a problem with the idea that if this building were to be replaced by a pocket park use, that that use would not be long-lived.

Concerning the alternatives for the building Planner McIntyre suggested that a first choice would be to have a renovation consistent with what was originally there, but if it is a choice between having the house completely demolished or a portion taken off, having a portion taken off would be preferable to demolition. She suggested that the feasibility of a renovation be discussed by the church committee with Allen Roberts of Cooper/Roberts.

Alison Child wondered if the additions to the house could be removed, then move the house over and thereby cleaning up the property line. Mr. Stephens explained that a renovation of the original building would probably result in moving the whole building onto Lots 3 and 4.

A discussion followed on what materials might have been used on the original structure.

Alison Child referred to a home on Empire Avenue which she felt would be very close to the architectural style of the original part of this building. Ms. Child commented that renovating the building in some form was definitely preferable to leaving the area as open space.

Various uses for the building were then discussed, including whether it should be restored as a single family or duplex use. Mr. Stephens inquired if there was any possibility for the uphill side of Park Avenue to be used as commercial space. Planner McIntyre commented that she doesn't see that happening in this area. She affirmed that bed and breakfast in this area is a conditional use.

In response to Mr. Stephens Planner McIntyre confirmed that the City had helped facilitate the moving of several old buildings within the Historic District. She explained that the Preservation Ordinance which is currently being reworked is considering a process whereby a property will be posted to the effect that it will be torn down if not sold or moved.

Father Howlett stressed that the Diocese is becoming more nervous over any delay on the disposition of this property due to the liability problems. He asked if there was a time-frame in which they needed to act in concert with the HDC. The 90 day waiting period process on a demolition application was explained to Father Howlett. Mr. Stephens commented that if they can't come up with a solution for this property they will have to apply for a demolition

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permit because of the hazardous condition of the building. The building will be vacant as of August 1.

Ms. Child reviewed the HDC preference on how they would like to see this building handled as follows:

1. Renovate it as close as possible to its existing form on the site.
2. If St. Lukes does not have the capability of restoring it, sell it to someone who could restore it on site.
3. Move it off site if someone cannot renovate it on site.
4. Apply for a demolition permit.

Planner McIntyre commented that she thought it was important to emphasize that having a vacant parcel in this area is not necessarily desirable. She quoted Public Affairs Director Myles Rademan who has commented that vacant lots in this area "come across as missing teeth in a smile". Father Howlett commented that it could be used not so much as a vacant lot but as green space for setting off the church and as a permanent and inviting space for the City.

Alison Child asked if the applicants would like the HDC recommendations in written form. Roger Stephens responded that they are going to compile all the information possible including seeing Ron Ivie about a possible interim situation and the demolition procedure and that written input from the HDC would be helpful. The local vestry will send this to the Church Corporation and the Real Estate Committee who will analyze and forward the information on to the Standing Committee who make property decisions. A decision may be made in September.

Mr. Stephens also made the suggestion that perhaps the City would be interested in taking over this building. Planner McIntyre was not of the opinion that the City would be interested.

Jacquie Cote made the suggestion that if a potential buyer were to be found there might be a possibility of a future grant to help them with improvements.

Planner McIntyre was of the opinion that it was important that Chairman Reed and Hank Louis be aware of this issue before a letter is drafted. For that reason she suggested that this be put on the August 5 agenda at which time the HDC can vote on a resolution and a recommendation in the form of a letter.

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David Hampshire advised that he is a member of St. Luke's and wondered if he should vote when a vote is required. Planner McIntyre expressed that since he has made the disclosure and there is no financial interest, he would be able to vote.

Craig Henry informed the HDC that he is a potential buyer and might want to replicate the building but will not know if it is feasible until he really got into the project. He wanted to know how the HDC would respond if he decided to demolish the building and start over. Alison Child commented that it would depend on what his plans would show but that she felt the HDC would probably want him to save as much of the original building as possible. A discussion followed on the fact that several buildings in the Historic District have been successfully replicated.

Mr. Stephens commented that their architectural committee had determined that it would cost as much to build a new building as to renovate the old one.

In response to Mr. Henry about the process for replication, Alison Child commented that in the case of the Armstrong property which is being replicated, measurements were taken of everything before the building was demolished.

Mr. Henry commented that he would be interested only in replicating the "good looking" portion of this structure. Planner McIntyre advised that the idea is not to completely change the character of the building.

Mr. Stephens made the point that because this building will be vacated, it will afford a chance to see how it was originally framed, etc.

Alison Child commented that it was really nice to have applicants come in who had not already made up their minds about what they planned to do.

Planner McIntyre asked that Roger Stephens contact her during the following week.

4. Discussion of Staff Changes, Meeting Schedules, Application Review Procedures, etc.

Planner McIntyre informed the HDC that until the Staff hires another planner she will be handling all of the HDC items. Consequently there will be very little time for special projects. Planner McIntyre advised that 1515 Architects are working on computer renderings which will show the various options for down-

3. Discuss Request to Apply Retaining Wall to Grant at 1110 Woodside, John Mack

Planner McIntyre informed the HDC that this agenda item had been withdrawn.

VI. OLD BUSINESS

1. Continued Design Review of Addition for Indoor Dining at 442 Main, Alex's Restaurant

Planner McIntyre advised the HDC that this item had been postponed.

2. Discussion of Action for St. Lukes Episcopal Church Manse Building Alternatives, Roger Stephens

The draft letter prepared by the Planning Staff to be presented to St. Lukes from the HDC was briefly discussed. The suggestion was also made that alternatives be presented to City Council in order for the City to take a position against the building's demolition.

2. Review of Ordinance Regulating Processing of Applications for Removal of Historic Structures

City Attorney Carter introduced Mark Harrington, who is a law student at the University of Washington, and who has been working in the Park City Legal Department this summer. Mark has been working on a Proposed Ordinance for the Process for Demolition of Historic Structures.

Mr. Carter advised that the legal department was most interested in how other cities had approached determining whether or not there was an economic hardship, and how to stop speculative demolition of structures. In other words, to stop demolition of structures just because it would make more money and to move that into the realm of balancing the public's interest in preserving the structure against the private owners.

Mr. Carter advised that the most important aspect of the ordinance is that it distinguishes between commercial and residential property. The requirements to demolish a commercial structure will require a rigorous economic showing for a necessity to tear the building down.

Mr. Carter then turned the discussion over to Mark Harrington who advised that § 2.03 as it appears in the draft should read 203. Mr. Harrington referred to the flow chart on the last page of the proposed ordinance which will aid in understanding the steps involved in the demolition process. Mr. Harrington then took the



Approved _____ (date) _____
P.O. Box 1480
Park City, UT 84060
Application # _____
Denied _____ (date) _____
(801)649-9321
Receipt # _____

HISTORIC DISTRICT REVIEW

APPLICATION FOR: DEMOLITION

PROJECT INFORMATION

Name: THE CORPORATION FOR THE EPISCOPAL CHURCH IN UTAH
Address or Location: 517 PARK AVE.
Legal Description: LOTS 3, 4, 5; BLOCK 5; PARK CITY SURVEY

APPLICANT (check one)

(☒) Owner () Optionee () Buyer () Agent () Other
Name: THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH
Mailing Address: P. O. BOX 3090, SALT LAKE CITY, UT 84110-3090
Telephone Number: 801-322-4131

OWNER(S) OF RECORD

Name: - same as above -
Mailing Address: " " "
Telephone Number: " " "

***** DO NOT WRITE BELOW THIS LINE *****

Application Accepted: _____ (initials)
Project Planner: _____ (name)
Complete Checklist: _____ (initials)

Additional Information
Requested:

Rec'd 1/19/92
SL

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party who the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application.

The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

WE Signature of Applicant: Walter P. Ellinger Date: 12-11-91

Name of Applicant: THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH

(please print or type)

Mailing Address: P.O. BOX 3090, SALT LAKE CITY, UT 84110-3090

Telephone Number: 801-322-4131

Type of Application: DEMOLITION

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant: THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH

(please print or type)

Mailing Address: P.O. BOX 3090

SALT LAKE CITY, UT 84110-3090

Street address/legal description of subject property: _____

517 PARK AVE.

LOTS 3, 4, 5; BLOCK 5; PARK CITY SURVEY

WE Signature: Walter P. Ellinger Date: 12-11-91

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.



1884

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
(801) 649-6714

HISTORIC DISTRICT REVIEW FACT SHEET

PROJECT DESCRIPTION

Proposal is for: DEMOLITION

Existing zoning: HISTORIC DISTRICT

Current use of property: VACANT

Total project area: 0.13 (acres) -5,625- (square feet)

Number of residential units: -3-

average unit size: -480- (square feet)

Commercial area: n/a (gross floor area)

n/a (net leasable area)

Type(s) of business activity: Residence, apartments

Number of parking spaces required: _____ proposed: none

Project accessed via: (check one)

(☒) public road (☐) private road (☐) private driveway

Ownership/occupancy (check appropriate)

(☐) owner occupied (☐) lease (☐) nightly rental
(☐) condominium (☐) timeshare (☒) monthly rental (now vacant)

Water service availability: (check one)

(☒) existing (☐) requires extension of city service

APPLICATION REQUIREMENTS

_____ Completed application form

_____ Review fees paid

_____ Names and mailing addresses of property owners within 100'

_____ 3 complete sets of all plans submitted

_____ Written statement provided addressing any variances requested, proposed construction phasing schedule and materials staging areas, rezoning required, and a general description of the project

RECEIVED NORTHERN NEVADA CONSTRUCTION

Expert Demolition & Excavation

DEC 26 1991 350 W. Hartwell • Salt Lake City, Utah 84115 • (801) 485-6655

FEDERAL RESOURCES
CORP / SLC

Proposal

PROPOSAL SUBMITTED TO John W. Losse Federal Resources Corp	PHONE 355-7260 FAX 521-6400	DATE 12-24-91
STREET PO Box 806	JOB NAME House demo	
CITY, STATE AND ZIP CODE SLC, UT 84110	JOB LOCATION 517 Park Ave. Park City, UT	

We hereby propose to furnish materials and labor necessary for the completion of:

**Remove Transite Siding
Demo & Remove house
Remove Retaining Wall - finish ends**

**Provide Workers comp. & Liability insurance certificates.
Parishioners may remove flooring (OK per Joe 1/3/92)**

- ★ Sewers will be capped at edge of building.
- ★ Buried debris that is not structurally related to building(s) mentioned herein will be removed at additional cost.
- ★ Extra work will be performed when a price has been agreed upon by both the owner & ourselves.

WE PROPOSE hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

six thousand exactly dollars (\$) **6000⁰⁰**

Utah State Law requires payment to be made within 30 days of completion of work.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Note: This proposal may be
withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

12/27/91

Signature

Signature

**The Corporation of the Episcopal Church
in Utah by John W. Losse
Chairman Diocesan Real Estate Committee**

CERTIFIED RESOLUTION
OF
THE BOARD OF TRUSTEES
OF
THE CORPORATION OF THE
EPISCOPAL CHURCH IN UTAH

At a meeting of the Board of Trustees of The Corporation of the Episcopal Church in Utah, a Utah nonprofit corporation (the "Corporation"), duly held on August 12, 1991, the following resolutions were adopted by a majority of the entire Board of Trustees of the Corporation:

RESOLVED, that the Corporation make application to the City of Park City, Utah for the demolition of the building located on real property owned by the Corporation and situate adjacent to St. Luke's Episcopal Church at approximately 517 Park Avenue, Park City, Utah (the "Building").

RESOLVED FURTHER, that John W. Losse, Jr., Chairman of the Real Estate Committee, is hereby authorized to complete such applications and permits as may be required by the ordinances and officials of Park City, Utah for authorization to demolish the Building.

RESOLVED FURTHER, that Walter C. Ellingson, the President of the Corporation, is hereby authorized to execute any and all agreements, documents, applications, permits and statements as may be required in connection with the demolition or other disposition of the Building, and such signature shall not require attestation by any other officer of the Corporation.

RESOLVED FURTHER, that John W. Losse, Jr. and the President of the Corporation shall consult with and direct counsel for the Corporation in the preparation of any and all agreements, documents, applications, permits and statements of any type that may be required in connection with the demolition or other disposition of the Building.

RESOLVED FURTHER, that John W. Losse, Jr. and the President of the Corporation shall explore alternatives to the demolition of the Building, consistent with and as required by the ordinances and officials of Park City, Utah, including, without limitation, the sale of the Building to a third party for its relocation

elsewhere in Park City, Utah and the sale of a portion of the property adjacent to St. Luke's Episcopal Church in Park City (not to exceed the two Southerly lots) to a third party for relocation and restoration of the Building thereon.

RESOLVED FURTHER, that subject to these resolutions, the consummation of the demolition or other disposition of the Building shall be on such terms and conditions as may be necessary or appropriate in the judgment and discretion of John W. Losse, Jr., the President and counsel for the Corporation.

RESOLVED FURTHER, that the authority granted herein shall be deemed retroactive and any and all acts authorized hereunder which occurred prior to the passage of these Resolutions are hereby ratified and affirmed.

I, James R. Tendick, secretary of The Corporation of the Episcopal Church in Utah, a Utah nonprofit corporation, hereby certify that the foregoing is a true copy of the Resolutions adopted by the Board of Trustees of the Corporation on August 12, 1991, and that said Resolutions have not been amended or modified in any respect and are in full force and effect.

DATED, this 12th day of August, 1991.



The Rev. James R. Tendick

DWE106.8

**The Corporation of the Episcopal Church in Utah
Real Estate Committee**

July 2, 1992

To: Persons named herein

From: Jack Losse

Re: 517 Park Avenue Sale

In putting my file for reference in some semblance of order I realized the surprising number of persons who were involved in and contributed to the consummation of this sale. It seems appropriate to recognize these individuals, even though it may be small recompense for some and may overlook others who played a significant role.

Thanks to:

Tim Lee, who had the foresight, guts and patience to see the deal through. We wish him well in completing the restoration of 517 Park Avenue.

Valley Bank & Trust, which has provided substantial funding for the property and future rehabilitation.

James W. Carter, City Attorney, who steered the transaction through the Park City administration.

Harry Reed, Chairman, Historic District Commission, Department of Community Development, Park City Municipal Corporation, whose titular responsibilities have not blinded him to realities, but who continued to work to achieve a mutually agreeable result.

Myles Rademan, the City's Public Affairs Director.

✓ **Suzanne McIntyre**, Planner for Park City, who outlined City requirements.

Susan Lykes, Department of Community Development, "facilitator".

Ron Ivie, Building Official, who condemned the building, but who offered assistance in rehabilitation.

Will Connelly, architect, who offered a careful review of alternatives available to the Parish and the Diocese.

Tom Clyde, Past President, Park City Historical Society, for his preservation efforts.

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Terry Price, engineer, who analyzed the structural problems and outlined alternative solutions.

Judy Hanley, former Sr. Warden of St. Luke's Parish, who played a difficult role of being "in the middle" for a good part of the process.

Willie and Rich Hoffer, and other members of St. Luke's Parish, who have gracefully foregone their dreams for 517.

Roger Stephens, who served as an initial promoter of the project for St. Luke's and later brought in Tim Lee to consummate the sale without charge to the Diocese.

Bob Gordon, who handled mortgage and other financial matters for the Parish and the Diocese.

The Rev. Dick Frank, who coordinated early efforts to preserve the collapsing structure.

Walt Ellingson and Jim Tendick, Officers of the Corporation, who were available to execute documents on short notice whenever they were called upon.

Dan W. Egan, attorney for the Diocese, for his careful drafting and review of documents, and his particular attention to the nuances of the deal which made the terms acceptable to all parties, while fully protecting the interests of the Diocese.

The Bishop, whose desire for open space south of St. Luke's restored Parish was certainly a valid objective, but whose reluctant acceptance of the sale will preserve a building which stands out most impressively along with St. Luke's when viewed from across the valley.

For me, the whole process, which began in early 1988, and was finally completed in June, 1992, has been most interesting and personally rewarding.



**Historic District Commission
Meeting of April 6, 1992
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Taylor commented that this detail was similar to that of many of the kick plates used on Main Street. The Commissioners generally preferred the kick plate which employed less verticality and would prefer a plain plywood face with no extra design. Commissioner Child commented that this time Mr. Taylor's drawings had made the HDC's job much easier.

Commissioner Child complimented Mr. Taylor on the balcony design stating that it was different than what is normally seen.

A brief discussion followed on the doors in the balcony area which Mr. Taylor would have preferred to be sliding since swinging doors penalized the use of the space inside. The HDC firmly preferred that the doors be french doors.

MOTION: Alison Child moved to approve the design of the building at 570 Main with the following conditions:

- 1) That the paint colors and masonry be reviewed by the staff prior to building permit issuance.
- 2) That the staff approve a sign plan and signage for the building prior to installation of any signage.
- 3) That the window frames on the rear elevation be 4-inches wide.

Motion seconded by Hank Louis. Motion carried.

VI. NEW BUSINESS

1. Update on request for CAD (Certificate of Appropriateness for Demolition) 517 Park Avenue, Episcopal Church ✓

Planner Lykes explained the history of the issuance of the CAD for this structure which is the house just south of St. Luke's Episcopal Church. A sign was posted in front of the structure designating it as a "threatened building". As a result of this numerous phone calls were received by the Planning Department from interested citizens. Tim Lee and Tim Steiner, who have renovated several historic structures in Park City, came to an agreement with the City and the Church to purchase the house and property and will be renovating the structure this summer.

Planner Lykes advised that there will be some rent controls for the four apartment units and it will continue as employee housing. Mr. Lee is buying the three lots and there will be some minor reconfiguration so that the Church can secure its access. The City made a contribution and there is a possibility that some of the

**Historic District Commission
Meeting of April 6, 1992
Page 4**

area will be used as a "pocket park" on the south portion of the property. Messrs. Steiner and Lee are contributing their time at minimum wage during the summer to make this project pencil. The staff would also like to publicly recognize the Episcopal Church for its cooperation in this process.

Planner Lykes informed the HDC that there is another application for a CAD on Woodside Avenue which encompasses five lots. The house has been posted and there are some parties interested in purchasing the property. Ken Martz commented from the audience that the house is really on Park Avenue and should perhaps be posted from that side as well. Mr. Martz requested that the HDC receive as early a notice of a demolition request as possible from the Planning Department.

2. Preliminary design review of construction at 701 Main, Fletcher/Kimball Parcel - Park Avenue Associates, Jeffrey Kuhn

Chairman Reed advised the HDC that in his capacity with the Town Lift project he is involved in some cooperative negotiations having to do with road easements to these properties and that he may be involved in some planning on another project with them. He did not feel, however, that this was a conflict and stated that he was not in a partnership with the applicants.

Planner Lykes informed the HDC that Allen Roberts of Cooper/Roberts had been hired by the City as a consultant on this project.

Planner Lykes explained where this property was located in relation to the extension of Main Street, the Depot, proposed 7th Street, and the Kimball Art Center. A brief discussion followed on some historic buildings which are on the west side of the property.

Planner Lykes advised that the applicant would like to construct a new structure on the east side of the parcel in conjunction with a rezone of the portion of the site. Current zoning is Historic Recreation Commercial; the east side would be rezoned to Historic Commercial Business to correspond with the opposite side of Main Street.

Planner Lykes explained that the west side of the parcel would remain HRC and the applicants would like to restore the two existing structures. The houses would be converted to commercial uses such as a bakery. All of this will be taken to the Planning Commission as an MPD.

Planner Lykes explained where patios and sidewalks would be located. The first floor on the new structure on the east side

MEMORANDUM

TO: Historic District Commission
FROM: Susan Lykes
DATE: April 6, 1992
RE: Episcopal Church House, 517 Park Avenue

Representatives of the Episcopal Church submitted an application for a Certificate of Appropriateness for Demolition (CAD) in late January for the house just south of St. Luke's Episcopal Church. The house is owned by the Church, and had been rented out as long-term apartments. At that time, Chief Building Official Ron Ivie had condemned the structure and ordered it vacated. John Losse, representing the Church, approached the Planning staff to find out what was needed to obtain the CAD so that the structure could be torn down. The Church planned to maintain the resulting three vacant lots as open space.

As the Commissioners will remember, the City passed an ordinance requiring a CAD for demolition of any historic structure. The one "loophole" in the regulation allows the Chief Building Official to issue a CAD without Planning staff approval if a structure is determined to threaten public safety.

In this case, Mr. Ivie agreed to the CAD process, even though the house would stand empty for as long as two months. The Church was very concerned about the house as a liability and hazard because it was unoccupied, but agreed to cooperate in the CAD process.

A sign was posted in front of the structure designating it a "threatened building." As a result of this notice, the Planning Office received numerous phone calls from interested citizens. Tim Lee, who has renovated several historic structures in Park City, made an offer on the property, which was rejected. Mr. Lee then approached the City to find out if the Council would be interested in cooperating in attempts to preserve the structure.

After several weeks of negotiation, the City, Church, and Tim Lee came to a cooperative agreement supported by all parties. The agreement provides for some funding from the City in return for affordable housing considerations, a possible "pocket park" on the south portion of the property, and a reconfiguration of the lots so that the Church can secure its access.

The staff would like to publicly recognize the Church for its cooperation in the process. Although indicating when the CAD application was filed that they were not interested in selling the property, Church representatives kept an open mind and fully participated in the process. The Church decided to sell the property to Mr. Lee, citing their desire to "be good neighbors" and stating that they had not been aware how strongly the City supported historic preservation.

This is the first application which has gone through the CAD process. The City staff is very pleased and encouraged that the process has worked so effectively to promote the preservation of historic structures. This project in particular has proved to be a model of cooperative efforts in historic preservation.

MEMORANDUM

TO: Jim Carter
FROM: Anita Sheldon
DATE: March 12, 1992
RE: Tim Lee/Episcopal Church

I spoke with Jeff Jones at Silver King Bank and advised him that we were meeting with the Episcopal officials on Wednesday and we would know more about the details of the transaction then. I told him that we were not taking a formal position on the loan yet, but it appeared that the City would be willing to co-sign on it. Some of the questions he'd like the City to think about when we negotiate are as follows:

Are there any restrictions we want to include in the loan?

Do we want to guarantee all of the loan? part of the loan?

Jeff said that he would be glad to attend any meetings with the Council to discuss these and other questions that are pertinent. Please let him know by calling 649-8052.

#1

ADDENDUM/COUNTER OFFER TO EARNEST MONEY SALES AGREEMENT

This ADDENDUM/COUNTER OFFER constitutes: () a COUNTER OFFER ☒ an ADDENDUM to that EARNEST MONEY

SALES AGREEMENT (THE AGREEMENT) dated the 4 day of FEBRUARY, 1992, between TIMOTHY

LEE AND TIM C. STEINER as buyer(s), and CORP. OF THE EPISCOPAL CHURCH as seller(s),

covering real property described as follows:

517 PARK AVE

The following terms are hereby incorporated as part of THE AGREEMENT:

PER: JOHN LOSSE JR LETTER OF FEB 25, 1992 OFFER IS MODIFIED,

- 1) PURCHASE PRICE TO BE \$69,000 CASH.
- 2) CLOSING TO BE 21 DAYS AFTER MARCH 17, 1992
WHICH IS APRIL 7, 1992
- 3) SECTION 6 - SELLER WARRANTIES & EXCEPTION
IS VOID AND NOT PART OF OFFER
- 4) SECTION 7 - SPECIAL CONSIDERATIONS IS VOID
AND NOT PART OF OFFER.
- 5) PRICE WILL INCLUDE, THE BUILDING, THE TWO
SOUTHERNMOST LOTS, AND WHATEVER ADDITIONAL
PROPERTY THAT IS REQUIRED BY THE CITY
(RON IVIE - CHIEF BUILDING OFFICIAL) TO PRESERVE THE
USE AND HISTORIC DESIGNATION OF THE STRUCTURE,
- 6) EARNEST MONEY SHALL BE NON-REFUNDABLE IF BUYER
CAN'T CLOSE.

All other terms of THE AGREEMENT shall remain the same. (☒ Seller () Buyer shall have until 5 PM (A.M./P.M.)

MARCH 30, 1992 to accept the terms specified above. Unless so accepted this Addendum shall lapse.

Date 2/26/1992

Signature of () Seller (☒ Buyer

Time 3:30 PM (A.M./P.M.)

Timothy Lee

ACCEPTANCE/COUNTER OFFER/REJECTION

Check One

- () I hereby ACCEPT the foregoing on the terms specified above.
() I hereby ACCEPT the foregoing SUBJECT TO the exceptions shown on the attached Addendum.

Signature _____ Signature _____ Date _____ Time _____
() I hereby reject the foregoing _____ (Initials)

DOCUMENT RECEIPT

() I acknowledge receipt of a final copy of the foregoing bearing all signatures.

Signature of Buyer(s) _____ Date _____ Signature of Seller(s) _____ Date _____
() I personally caused a final copy of the foregoing bearing appropriate signatures to be mailed on _____

19____, by Certified Mail and return receipt attached hereto to the () Seller () Buyer.

Sent by _____

PARK CITY

1884

March 4, 1992

Legal Department

John W. Losse, Jr.
Episcopal Diocese of Utah
P. O. Box 3090
Salt Lake City, Utah 84110-3090

Re: 517 Park Avenue, Park City, Utah

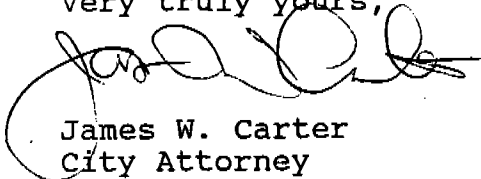
Dear Mr. Losse:

As is evident by all the attention this matter is getting recently, Park City is very interested in facilitating preservation and renovation of the residence at 517 Park Avenue which will be of benefit to all those concerned. Park City's Historic Preservation Ordinance is primarily designed to encourage the cooperative efforts of property owners, the City, the development community and interested citizens and groups to preserve Park City's historic heritage. The current exchange of proposals and suggestions is just the kind of process the City envisioned when it adopted the Preservation Ordinance, and it appears to be progressing well.

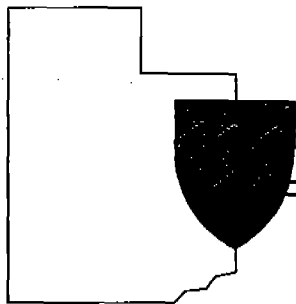
I do feel it important, however, to bring to your attention those aspects of the City's Historic Preservation Ordinance which may come in to play should the interested parties not be able to reach a satisfactory agreement. Section 4.17 of the City's Land Management Code will require a showing of "substantial evidence that demonstrates that unreasonable economic hardship will result from denial of the demolition or removal application." Section 4.17 goes on to describe economic hardship criteria and the findings which the HDC must make to authorize demolition. I've enclosed copies of Sections 4.11-4.18 of the Land Management Code for your review.

Horizon Designs' proposal appears to present a method for feasible and economic restoration of the building. We are in receipt of your letter of February 25th to Harry Reed and concur that renovation of the structure in a manner which would provide an open space to the south of the St. Luke's Church would be optimal. Myles Rademan, the City's Public Affairs Director, has taken the lead for the City in attempting to coordinate the City's transactions and approvals necessary to bring this about. I anticipate Mr. Rademan will be contacting you shortly to suggest a meeting of all the interested parties to see if an arrangement which meets everyone's criteria can be constructed within the short time frames. Thank you again for your efforts and the Park City congregation's.

Very truly yours,



James W. Carter
City Attorney



THE EPISCOPAL DIOCESE OF UTAH
Tuttle Center

February 25, 1992

Mr. Harry Reed, Chairman
Historic District Commission
Department of Community Development
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480

RECEIVED
FEB 26 1992
PARK CITY
MUNICIPAL CORP.

Dear Mr. Reed:

This is in response to your letter of 13 February, 1992 to the Right Reverend George E. Bates. Bishop Bates, his staff, the Property Committee and the Standing Committee of the Episcopal Diocese of Utah have had many discussions over the past several years concerning the 517 Park Avenue residence.

We believe our concern for the Old Town Historic District is well demonstrated by the sensitive restoration program the Diocese has underwritten for St. Luke's Church, which is adjacent to the 517 structure.

The conclusion has been reached that 517 Park cannot be rebuilt or replicated at a cost which would represent a prudent use of church funds. Further, while continued maintenance and use of the St. Luke's Church building is contemplated, the future needs of the congregation cannot be met solely in that structure, nor in any reasonable adaptation of 517 Park. The Diocese would prefer to maintain the post-demolition ground as an open area. However, in consideration of your present preservation and renovation desires for the community, the Diocese would entertain a cash offer of \$69,000 for the 517 building and the two southernmost lots of the three twenty-five foot lots adjoining St. Luke's. We believe the restored or replicated structure could be accommodated in that two lot space, and that the third lot open area to the south of St. Luke's would add to the visibility and charm of that structure.

As you may know, an offer dated February 4, 1992, in the amount of \$70,000, was submitted to the Corporation of the Episcopal Church by Messrs. Timothy L. Lee and Tim C. Steiner. Subsequently Bishop

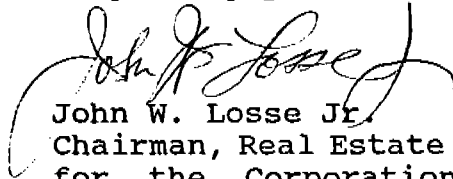
Mr. Harry Reed
Page 2
February 25, 1992

Bates received a letter from Tim Lee elaborating on their qualifications and interest. Their offer, while we can assume was submitted with the best of intentions and in good faith, could not be seriously considered for the following reasons:

- * The offer contemplated a subordinated mortgage which could have led to the Diocese losing a substantial portion of its equity in the property.
- * The offer provided for an easement on property which the Diocese already owns.
- * The offer was conditioned on loan approvals and city use concessions which introduced uncertainties in time and realization which placed the Diocese in jeopardy of unacceptable liability stemming from the hazardous condition of the 517 building.

Unless the city, Horizon Design, Inc. or a third party can present a cash offer of \$69,000 for the building and the two lots by 5:00 P.M. on March 17, 1992, with a closing within 21 days thereafter, the Diocese requests that its application for a Certificate of Appropriateness for Demolition be granted pursuant to the Park City Land Management Code and the notice of the Department of Community Development dated July 11, 1991 "that the building is not safe for occupancy".

Very truly yours,



John W. Losse Jr.
Chairman, Real Estate Committee
for the Corporation of the
Episcopal Church in Utah

JWL/et

cc: The Rt. Rev. George E. Bates
The Rev. Richard L. Frank
Judy Hanley
Horizon Design, Inc.
Susan Lykes, Department of Community Development
Dan W. Egan, Esq.
Stewart M. Hanson, Esq.
Roger M. Stephens

HORIZON DESIGN, INC.

February 24, 1992

Park City Council Members
Honorable Mayor Brad Olch
Mr. Toby Ross, City Manager
P.O. Box 1480
Park City, UT 84060-1480

Hi, I am Tim Lee and this is my partner Tim Steiner. We are here to get some support in our efforts to purchase 517 Park Avenue and save it from demolition. We have been renovating and remodeling homes in this area for over 15 years. We have helped many homeowners in this town restore their homes through the Historic Grant Program. More than one of these homes have been saved from certain destruction, such as 508 Marsac, formally 713 Woodside, and 314 Daly (the last house on the right going up Daly Canyon).

517 Park Avenue poses a major challenge and an opportunity. The challenge is to renovate the project under the estimated costs of \$200,000 to \$250,000. Using our skills as general contractors and not charging for them would save about 25%. Knowing that over half of the costs in renovations are in labor, we will work for minimum wages to save another 25%.

Although the project doesn't make strict economic sense, it is feasible because we are willing to donate a substantial amount of our time and labor, in addition to foregoing a complete building season. Although we will not make any money on the project in the short run, it is our intention, by keeping it as a long term rental that sometime in the future we will recover our investment.

We would also be saving the residence of the first doctor in town, Dr. William J. Bardsley, who practiced out of this home for over 50 years, the town would have saved a historic home with a National Registry listing, which there are so few of left, and it would also help with Park City's growing employee housing problem.

With this home renovated it will not only add to the upgrading of Park City but it will also enhance all the surrounding properties and help keep Park City's Heritage alive.

Park City has done a lot to save these old homes through the Historic Grant Program. This is one of the few left that need more than just a grant. Under normal contracting circumstances it would not make economic sense, but if the city could help us by consigning a construction loan of \$115,000, and guarantee long term financing, we could pull off a win, win, win deal. We want to save this home. Your backing would make it all possible.

HORIZON DESIGN, INC.

HISTORIC RENOVATIONS COMPLETED IN PARK CITY

1987	*	†	569 Park Avenue
		†	823 Woodside
		†	949 Park Avenue
		†	657 Park Avenue
1988	*	†	915 Park Avenue
1990	*	†	508 Marsac Avenue
	*		314 Daly Avenue
			142 Daly Avenue
			1135 Park Avenue
1989	*		902 Norfolk Avenue
			824 Norfolk Avenue
			291 Daly Avenue
1991	*		575 Woodside Avenue
			1002 Woodside Avenue
			959 Park Avenue
			1124 Park Avenue
			1128 Park Avenue
			323 Ontario Avenue

* Historic Preservation Awards issue by the Park City Historical Society

† Properties we own. Before and after pictures were included with our original offer.

HORIZON DESIGN, INC.

REFERENCES

Wendy Faber	Corporate Attorney	(801) 649-1244 #309
Tom Ligare	Insurance Agent	(801) 649-3332
Jeanne Acord	Property Management Information	(801) 649-1244 #301
Suzanne McIntyre	Senior Planner Park City Municipal Corporation	(801) 649-5000
Ron Ivie	Chief Building Official Park City Municipal Corporation	(801) 645-5040
Brad Olch	Mayor of Park City	(801) 649-5000
Glenna Collins	Silver King Bank	(801) 649-8052
Dina Williams	Utah Heritage Foundation	(801) 533-0858



Department of Community Development
Engineering • Building Inspection • Planning

February 14, 1992

Re: 517 Park Ave.

To Whom It May Concern:

It is my determination that should the above-mentioned building be moved it would then need to comply with current building code requirements for new construction rather than conditions set forth in the Dangerous Building Code. Furthermore, it is my opinion that it would be infeasible in this building to bring it into new construction compliance.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ron Ivié", written over a horizontal line.

Ron Ivié
Building Official

RI/dmj

PARK CITY

1884

Department of Community Development
Engineering • Building Inspection • Planning

13 February 1992

Right Reverend George Bates
Episcopal Diocese of Utah
P.O. Box 3090
Salt Lake City, UT 84110-3090

Reverend Bates,

As Chairman of Park City's Historic District Commission I am aware of your church's application for a Certificate of Appropriateness for Demolition for the residence at 517 Park Avenue, adjacent to St. Luke's. Being directly involved in the preservation of Park City's historic structures, I wanted to write to you and ask for your support in the preserving the 517 Park building.

I have enclosed information on the 517 Park residence from a City-sponsored survey of the Historic District. According to survey research, 517 Park was the residence of long-time Park City physician, William Bardsley. The history of the house and its ownership is more clearly documented than many of Park City's historic structures.

Old Town in Park City is listed as a Historic District on the National Register of Historic Places. Park City strongly considers preservation of historic homes and structures a benefit to the community and important in retaining our "sense of place." Accordingly, Park City actively supports the preservation and renovation of historic structures within the Historic District. Foremost of the City's efforts is a program which provides matching grants of \$5000 to owners of residential properties and \$10,000 to owners of commercial properties. These grants promote the restoration, rather than the demolition, of historic buildings. Through our efforts of historic preservation, Park City has managed to retain much of the flavor of a historic mining town.

You may be aware that another part of Park City's attempts at preserving historic Old Town is a new ordinance on demolition of historic structures. The ordinance mandates that owners

of historic residences or structures demonstrate to the City that the historic property creates a financial hardship which can be alleviated in no other way than demolition. I have included a copy of the ordinance for your information.

Mr. John Losse has filed an application for demolition, known as a Certificate of Appropriateness for Demolition or CAD, with the City. The City is currently processing that application. Part of the procedure for approving a CAD requires that the applicant wait 45 days for a hearing, during which time the property is posted and interested parties may negotiate with the owner regarding options other than demolition. It has come to our attention that local representatives of the church have been contacted by a local contractor, Tim Lee. Mr. Lee proposes to purchase the property and renovate the structure in conjunction with his partner. Because they plan to perform the bulk of the work themselves, they feel that they can renovate the house and still have the project be economically worthwhile.

Reverend Bates, the Historic District Commission is very much in favor of Mr. Lee's proposal. We feel that it will assist in preserving not only the historic flavor of Park City, but will also help maintain part of our quickly diminishing stock of employee housing. We understand that the church does have some concerns about losing control of the use of the property, as it is next door to your chapel. However, we would encourage you to work with Mr. Lee to iron out concerns and preserve the structure.

If I can be of any help to you or other representatives of the church, please do not hesitate to call; I would be happy to be of assistance. Thank you for your time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harry Reed".

Harry Reed
Chairman, Historic District Commission

cc: Mr. John Losse
Park City Planning Office
Mr. Tim Lee

enc.

February 4, 1992

Judy Hanley
Senior Warden
St. Luke's Episcopal Church
Park City, UT 84060

Dear Judy,

The Park City Historical Society is concerned about the discussions concerning the demolition of the house next to your beautifully restored church building on Park Avenue. The house is an example of one of the larger homes in Park City's historic "high rent" district. Combined with the other historic structures in the neighborhood, it is a unique picture of the history of our community. It is too important to be demolished. We sincerely hope there are ways to meet the needs of your growing congregation without demolishing the house. If there is any way the historical society can help in the process of saving the house, we are happy to help.

Sincerely,

Park City Historical Society

Tom Clyde, Past President

Name of site _____ Subdivision _____
Address 517 Park Block 5 Lot(s) 3-5
Owner _____ Present Zoning HR-1
Owner Address _____

PRIMARY STRUCTURE

View se obliqueDate of photo 2/82Negative File 2/19

Physical description: 1½-story frame residence; ell-shape with intersecting gable roof; single gabled dormer; double window with peaked architrave and attached bay on front gable section; inset porch in ell; 2 single entrances open onto porch; picture window.

Features of interest: _____

Building materials: wood frame Building type/style ell-shape

Modifications: None to minor _____ Moderate _____ Major X

Explain: Asbestos siding; picture window; wrought-iron porch details.

Condition: Excellent _____ Good X Fair _____ Deteriorated _____

Comment: _____

Present use: residence Original use: residence

SIGNIFICANCE OF PRIMARY STRUCTURE

Individual landmark _____ Typical example X Contributes to district Qualified

Comment: _____

SECONDARY STRUCTURE(S)

Physical description:

_____View _____

Date of photo _____

Negative file _____

Modifications: None to minor _____ Moderate _____ Major _____

Condition: Good _____ Fair _____ Deteriorated _____

Present use: _____ Original use: _____

COMMENT: _____

HISTORICAL DATA

Date of construction/primary structure: core by 1887 Alterations: by 1900; laterSources for documentation: See state survey card for
ownership.

Original owner: _____

Additional information of interest (attach lengthy histories): _____

SIGNIFICANCE OF SITE TO DISTRICT

Significant Contributory Non-contributory Intrusion

Primary structure, pre-1930

X

Secondary structure

Primary structure, post-1930

Comment: Qualified contributes due to alterations

_____Form completed by: Ellen BeasleyDate: April, 1982

Beasley/February 1982

Utah State Historical Society Historic Preservation Research Office Structure/Site Information Form

1 IDENTIFICATION

Street Address: 517 Park Ave. Plat PCBI. 5 Lot 3-5
Name of Structure: T. R. S.
Present Owner: Lowell A. Jr. and Maureen Brown UTM:
Owner Address: P.O. Box, Park City, Utah 84060 Tax #: PC-73

2 AGE/CONDITION/USE

Original Owner: Construction Date: @1904 Demolition Date:
Original Use: residential (possibly remodeled from 1900 dwelling)
Present Use: Occupants:
☐ Single-Family ☐ Park ☐ Vacant
☒ Multi-Family ☐ Industrial ☐ Religious
☐ Public ☐ Agricultural ☐ Other
☐ Commercial
Building Condition: Integrity:
☐ Excellent ☐ Site ☐ Unaltered
☒ Good ☐ Ruins ☐ Minor Alterations
☐ Deteriorated ☐ Major Alterations

3 STATUS

Preliminary Evaluation: Final Register Status:
☐ Significant ☐ National Landmark ☐ District
☒ Contributory ☐ National Register ☐ Multi-Resource
☐ Not Contributory ☐ State Register ☐ Thematic
☐ Intrusion

4 DOCUMENTATION

Photography: Date of Slides: 11/77 Date of Photographs:
Views: Front ☒ Side ☐ Rear ☐ Other ☐ Views: Front ☐ Side ☐ Rear ☐ Other ☐
Research Sources:
☐ Abstract of Title ☒ City Directories ☐ LDS Church Archives
☒ Plat Records ☐ Biographical Encyclopedias ☐ LDS Genealogical Society
☒ Plat Map ☒ Obituary Index ☒ U of U Library
☒ Tax Card & Photo ☐ County & City Histories ☐ BYU Library
☐ Building Permit ☐ Personal Interviews ☐ USU Library
☐ Sewer Permit ☒ Newspapers ☐ SLC Library
☒ Sanborn Maps ☒ Utah State Historical Society Library ☐ Other

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):
Summit County Recorder and Assessor Records, Summit County Courthouse, Coalville, Utah.
Sanborn Maps, Park City, Utah, 1889, 1900, 1907.
Utah State Gazetteer and Business Directory, 1918-19.
Deseret News, June 9, 1959, p.B-12.
Thompson, George A. and Buck, Fraser. Treasure Mountain Home. A Centennial History of Park City, Utah. Salt Lake City, 1968, p.74.

Architect/Builder: unknown

Building Materials: wood

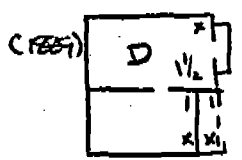
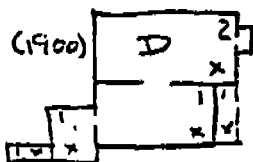
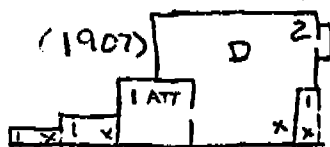
Building Type/Style: residential/Victorian

Description of physical appearance & significant architectural features:

(Include additions, alterations, ancillary structures, and landscaping if applicable)

This frame dwelling has basically two sections, a two story portion to the north, and a one story portion to the south, with attic, having a small dormer facing east. The roof construction is of the gable type. A decorative bay window is located on the two story gable section below two-side-by-side double-hung frame windows with a Greek pediment added to the window detailing. The front windows, and doors have been altered (the latter to accomodate apartments), and the front porch now has an ornamental iron railing.

Sanborn Map sketches:



Statement of Historical Significance:

- ☐ Aboriginal Americans
- ☐ Agriculture
- ☐ Architecture
- ☐ The Arts
- ☐ Commerce

- ☐ Communication
- ☐ Conservation
- ☐ Education
- ☐ Exploration/Settlement
- ☐ Industry

- ☐ Military
- ☒ Mining
- ☐ Minority Groups
- ☐ Political
- ☐ Recreation

- ☐ Religion
- ☐ Science
- ☐ Socio-Humanitarian
- ☐ Transportation

This contributory structure has retained some significant detailing of construction, and served as the residence of William Bardsley, a long time Park City physician.

In 1902 the property was owned by one Willam D. Donohew; and sold to William J. Bardsley in 1903. The Daly Mining Co. acquired it in 1918, and during the 1930's sold to George Cunningham.

William J. Bardsley served as a Park City physician and surgeon for more than fifty years. He was born in Gunnison, Sanpete County, in 1869; and graduated from the Rush Medical College, Chicago, in 1903. Shortly after he arrived in Park City and became a staff member of the Park City Hospital. He was a WW I vet, and active in Masonic activities. He died June 7, 1959.

structures. From time to time, the Commission may recommend changes in the design guidelines to the Council, provided that no changes in the guidelines shall take effect until adopted by a resolution of the Council.

The design guidelines shall apply in all zones within the Historic District, which are designated throughout this Code by the use of the word "Historic" in the zone district name, or the letter "H" in the abbreviation of that name.

4.11. PRESERVATION OF HISTORIC BUILDINGS AND SITES. It is deemed to be in the interest of the citizens of Park City, as well as the State of Utah, to encourage the preservation of buildings and sites of historic significance in Park City. The buildings and sites are among the City's most important cultural, educational, and economic assets, and in order that they shall not be lost through expansion or change within the City, and in order that the preservation of the remaining buildings and sites of historic interest should be encouraged for the use, observation, education, pleasure, and general welfare of the community. This section is intended to provide an incentive for identification and preservation of historic buildings or sites that may occur within the Park City Historic District, as well as those that may be located outside the Historic District.

4.12. REVIEW OF HISTORIC SITES, BUILDINGS, AND PRESERVATION POLICY. The Park City Historic District Commission is the official body to review matters concerning designation and preservation of historic buildings and sites within Park City, and may take appropriate action as may be necessary, as authorized by other sections of this Code to preserve historic buildings and sites. The Historic District Commission is authorized to function as a committee on historic buildings and sites and to establish an official list of all existing buildings and sites within the City which it considers to be of historic significance and to make this information available to all interested citizens.

4.13. LIST OF HISTORIC BUILDINGS AND SITES. A list of historic buildings and sites is to be established and maintained by the Historic District Commission to describe as concisely as possible each building or site, the date of its construction as nearly as can be determined, or if a site, the date during which its historic significance was established, the reason for including it on such list, and the name and address of the current owner as shown on the records of the Summit County Recorder. The Historic District Commission shall file such list and any subsequent amendments or any additions thereto with the City Recorder.

4.14. DEMOLITION AND REMOVAL OF HISTORIC BUILDINGS AND SITES. It is the intent of this and succeeding sections to preserve the historic and architectural resources of Park City, through limitations on demolition and removal of historic buildings

and sites to the extent it is economically feasible, practical and necessary. The demolition or removal of historic buildings and sites in Park City diminishes the character of the City's Historic District and it is strongly discouraged. Instead, the City recommends and supports preservation, renovation, adaptive reuse and relocation within the Historic District. It is recognized, however, that structural deterioration, economic hardship and other factors not entirely within the control of a property owner may result in the necessary demolition or removal of a historic building or site.

4.15. CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION. With the exception of any building or structure falling under the purview of Section 203 of the Uniform Building Code or undergoing complete renovation\reconstruction in compliance with this Chapter, no building or other structure located within the Historic District may be demolished or removed without the prior issuance of a Certificate of Appropriateness (CAD) by the Planning Department or the Historic District Commission (HDC). Application for a CAD shall be made on forms prescribed by the HDC and shall be made first to the Planning Department. If, upon review of the application, the Planning Department concludes that the building or structure sought to be demolished or removed has been determined to not be a significant or contributory historic building according to the Historic Sites Survey on file in the Planning Department, the Department may issue a CAD. If, upon review, the Planning Department, in conjunction with the Chief Building Official, determines the subject building or structure to be structurally unsound, and a hazardous or dangerous building, the Department may issue a CAD. In the absence of a finding either of insignificance or of public hazard, the application for demolition or removal shall be stayed for 180 days.

4.16. PRE-HEARING APPLICATION REQUIREMENTS. Upon refusal of the Planning Department to issue a CAD, a pre-hearing period of (45) days shall commence, during which time the owner shall allow the City to post and sustain a visible sign stating that the property is "threatened." Said sign shall be at least 3'x 2', readable from a point of public access and state that more information may be obtained from the Planning Department for the duration of the stay. In addition, the owner shall conduct negotiations with the City for the sale or lease of the property or some interest in the property such as a facade easement, or take action to facilitate proceedings for the City to acquire the property under its power of eminent domain, if appropriate and financially possible.

At the end of the (45) days, the owner may request a hearing before the HDC upon showing that the above requirements have been met. The applicant must also submit fees in accordance with the Park City Municipal fee schedule. The Department staff shall, within (14) days, notify the owner if any additional

information is needed to complete the application. If the Department staff does not notify the owner, the application will be deemed complete. Within (45) days of receiving the completed application, the Department staff shall schedule a hearing regarding the application on the agenda of the HDC.

4.17. CAD HEARING FOR A COMMERCIAL BUILDING OR SITE. For the purposes of this Chapter, "Commercial Building or Site" shall mean and include all real property held primarily for the production of income rather than as an occupied primary or secondary residence for the owner. "Commercial Building or Site" shall include, but not be limited to, any property for which the owner claimed a depreciation deduction under Section 167 of the Internal Revenue Code of 1986 and all non-profit institutional or public properties. At the hearing, the HDC will only approve demolition or removal of a commercial building or site if the owner has presented substantial evidence that demonstrates that unreasonable economic hardship will result from denial of the demolition or removal application.

- (a) Economic Hardship Criteria. In order to sustain a claim of unreasonable economic hardship, the HDC may require the owner to provide information pertaining to whether the property is capable of producing a reasonable return for the owner. The HDC shall adopt separate standards for income producing and non-income producing properties. The information requested by the HDC may include, but not be limited to the following: Purchase date, price and financing arrangements; current market value; form of ownership; cost estimates of demolition and post-demolition plans; maintenance and operating costs; costs and engineering feasibility of rehabilitation; property tax information; rental rates and gross income from the property.
- (b) Conduct of Owner Excluded. Demonstration of economic hardship by the owner shall not be based on conditions resulting from:
 - (1) Willful or negligent acts by the owner; or
 - (2) Purchasing the property for substantially more than market value at the time of purchase; or
 - (3) Failure to perform normal maintenance and repairs; or
 - (4) Failure to diligently solicit and retain tenants; or
 - (5) Failure to provide normal tenant improvements.
- (c) Written Findings. The HDC shall make written findings supporting their decision in the matter. The HDC may

determine that unreasonable economic hardship exists and issue a CAD if the Commission finds that:

- (1) The building or site cannot be feasibly use or rented at a reasonable rate of return in its present condition; and
- (2) The building or site cannot be remodelled or rehabilitated in a manner which would allow a reasonable use of or return from the property to the property owner; and
- (3) Rehabilitation or remodelling that would be compatible with preservation of the building or site is infeasible; and
- (4) The building or site cannot be feasibly moved or relocated within the Historic District.

(d) Final Decision:

- (1) Approval- If the HDC approves the application and issues the CAD, the owner may apply for a demolition permit with the Building Department and proceed to demolish the building or site in compliance with other regulations as they may apply. The HDC may, as a condition of approval, require the property owner to provide the HDC with documentation of the building or site according to the standards of the Historic American Building Survey (HABS). Such documentation may include photographs, floor plans, measured drawings, an archeological survey or other information specified by the HDC. The HDC may also require the owner to incorporate an appropriate memorialization of the building or site, such as a photo display or plaque, into the proposed replacement project of the property. Approval of a CAD shall be valid for one year.
- (2) Denial. If the HDC denies the application for demolition, the owner shall not demolish the building or site and the City may provide the owner with information regarding financial assistance for the necessary rehab or repair work, as it becomes available. The owner may not re-apply for demolition for a period of three years from the date of the HDC's final decision, unless the building or site is structurally unsound or other substantial changes in circumstance have occurred, in which case the owner may apply as conditions warrant.
- (3) Appeal. All final decisions of the HDC are appealable to the City Council and are also subject to call-up by the City Council.

4.18. CAD HEARING FOR A RESIDENTIAL BUILDING OR SITE.
For the purposes of this Chapter, "Residential Building or Site" shall mean any owner occupied property used as a primary or secondary home. It does not include any property used in rental pools or any property falling within LMC § 4.17. If the HDC finds that the owner failed to comply with the pre-hearing application requirements of LMC § 4.16, the Commission may issue up to an additional 180-day stay of demolition to allow the City sufficient time to undertake a pre-hearing evaluation to examine possible alternatives to the demolition or removal of the property. Upon completion of the pre-hearing evaluation, the applicant may request a hearing before the HDC and the Department shall schedule a hearing regarding the application on the agenda of the HDC.

- (a) Economic Hardship Criteria. At the hearing, the owner must be prepared to provide information including, but not limited to, the following: type of occupancy, market value, feasibility of rehabilitation, property tax assessment and post-demolition plans.
- (b) Irrelevant Criteria. In determining whether economic hardship exists, the HDC may not consider the most profitable use of the property or any factors resulting from the willful neglect of the property by the owner.
- (c) Written Findings. The HDC shall make written findings supporting its decision in the matter. The HDC may authorize issuance of a CAD if it determines that:
 - (1) Denial of the application would deprive the owner of all reasonable use of the property; and
 - (2) The building or site cannot be feasibly renovated or rehabilitated to make it reasonably usable; and
 - (3) Relocation of the building or site to another location within the Historic District is infeasible.
- (d) Final Decision:
 - (1) Approval. If the HDC approves the application, the CAD will be issued and the owner may proceed to demolish the building or site after obtaining a demolition permit from the Building Department and in compliance with other regulations as they may apply. The HDC may, as a condition of approval, require the owner to provide the HDC with documentation of the building or site as specified in LMC § 4.17.5(A). Approval of a CAD shall be valid for one year.
 - (2) Denial. In the event the HDC recommends denial of the application, and consultations with the owner, as

specified in LMC § 4.16, do not result in an agreement to retain the building or site, the HDC shall recommend whether or not the building or site should be purchased, leased or otherwise acquired by the City. Said recommendation shall be forwarded to the City Council at its next regular meeting for determination. If the City chooses not to provide the owner with economic assistance, acquire the property or take any other action to preserve the building or site, the CAD will be issued at the end of the applicable stay of demolition. The owner may then proceed to demolish the building or site, after obtaining a demolition permit from the Building Department and in compliance with other regulations as they may apply. The HDC, may as a condition of issuing the CAD, require the owner to provide the HDC with documentation of the building or site as specified in LMC § 4.17.5(A).

- (3) Appeal. All final decisions of the HDC are appealable to the City Council and are also subject to call-up by the City Council.

4.19. NEW CONSTRUCTION. New construction and exterior remodeling within the Historic District zones shall conform to architectural standards and regulations promulgated by the Historic District Commission and adopted by the City Council. These standards shall be applied by the staff and the Commission, subject to the review process.

EARNEST MONEY SALES AGREEMENT

EARNEST MONEY RECEIPT

Legend Yes(X) No(O)

DATE: 2/4/92

The undersigned Buyer TIMOTHY L. LEE & TIM C. STEINER hereby deposits with Brokerage as EARNEST MONEY, the amount of ONE THOUSAND Dollars (\$ 1000.00), in the form of PERSONAL CHECK TO BE DEPOSITED UPON WRITTEN ACCEPTANCE OF which shall be deposited in accordance with applicable State Law. OFFER BY BOTH PARTIES, IN RMA TRUST

Brokerage (RMA) Phone Number 649 8601

Received by [Signature]

OFFER TO PURCHASE ck # 400

1. PROPERTY DESCRIPTION The above stated EARNEST MONEY is given to secure and apply on the purchase of the property situated at 517 PARK AVE in the City of PARK CITY County of SUMMIT, Utah, subject to any restrictive covenants, zoning regulations, utility or other easements or rights of way, government patents or state deeds of record approved by Buyer in accordance with Section G. Said property is owned by CORP. OF EPISCOPAL CHURCH as sellers, and is more particularly described as: HISTORIC HOME ON THREE LOTS

CHECK APPLICABLE BOXES:

☐ UNIMPROVED REAL PROPERTY ☐ Vacant Lot ☐ Vacant Acreage ☐ Other ☒ IMPROVED REAL PROPERTY ☐ Commercial ☒ Residential ☐ Condo ☒ Other STRUCTURE CONDEMNED

(a) Included Items. Unless excluded below, this sale shall include all fixtures and any of the items shown in Section A if presently attached to the property. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: NONE

(b) Excluded items. The following items are specifically excluded from this sale: NONE

(c) CONNECTIONS, UTILITIES AND OTHER RIGHTS. Seller represents that the property includes the following improvements in the purchase price:

☒ public sewer ☒ connected ☐ well ☐ connected ☐ Other ☒ electricity ☒ connected
☐ septic tank ☐ connected ☐ Irrigation water / secondary system ☐ ingress & egress by private easement
☐ other sanitary system _____ # of shares _____ Company _____ ☒ dedicated road ☒ paved
☒ public water ☐ connected ☐ TV antenna ☐ master antenna ☐ prewired ☐ curb and gutter
☐ private water ☐ connected ☒ natural gas ☐ connected ☐ other rights _____

(d) Survey. A certified survey ☐ shall be furnished at the expense of NONE prior to closing, ☒ shall not be furnished.

(e) Buyer Inspection. Buyer has made a visual inspection of the property and subject to Section 1 (c) above and 6 below, accepts it in its present physical condition, except: NONE

2. PURCHASE PRICE AND FINANCING. The total purchase price for the property is SEVENTY THOUSAND Dollars (\$ 70,000.00) which shall be paid as follows:

\$ 1000.00 which represents the aforescribed EARNEST MONEY DEPOSIT:
 \$ _____ representing the approximate balance of CASH DOWN PAYMENT at closing.
 \$ _____ representing the approximate balance of an existing mortgage, trust deed note, real estate contract or other encumbrance to be assumed by buyer, which obligation bears interest at _____ % per annum with monthly payments of \$ _____ which include: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance; ☐ condo fees; ☐ other _____
 \$ _____ representing the approximate balance of an additional existing mortgage, trust deed note, real estate contract or other encumbrances to be assumed by Buyer, which obligation bears interest at _____ % per annum with monthly payments of \$ _____ which include: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance; ☐ condo fees; ☐ other _____
 \$ 69,000.00 representing balance, if any, including proceeds from a new mortgage loan, or seller financing, to be paid as follows: FROM SELLER AT 9% INTEREST, 15 YEAR AMORTIZATION, WITH PAYMENTS OF \$699.84 PER MONTH. SELLER WILL SUBORDINATE THIS LOAN TO A NEW CONSTRUCTION AND FIRST MORTGAGE NOTE, TO EXCEED \$125,000.00
 \$ 70,000 TOTAL PURCHASE PRICE NOT

THIS OFFER IS SUBJECT TO BUYERS GETTING CONSTRUCTION LOAN
 If Buyer is required to assume an underlying obligation (in which case Section F shall also apply) and/or obtain outside financing, Buyer agrees to use best efforts to assume and/or procure same and this offer is made subject to Buyer qualifying for and lending institution granting said CONSTRUCTION financing. Buyer agrees to make application within SEVEN days after Seller's acceptance of this Agreement to assume the underlying obligation and/or obtain the new financing at an interest rate not to exceed _____ %. If Buyer does not qualify for the assumption and/or financing within THIRTY days after Seller's acceptance of this Agreement, this Agreement shall be voidable at the option of the Seller upon written notice. Seller agrees to pay up to NONE mortgage loan discount points, not to exceed \$ NONE. In addition, seller agrees to pay \$ NONE to be used for Buyer's other loan costs.

3. CONDITION AND CONVEYANCE OF TITLE. [redacted] represents that Seller ~~holds~~ title to the property in ~~the~~ simple ~~is~~ purchasing the property under a real estate contract. Transfer of Seller's ownership interest shall be made as set forth in Section S. Seller agrees to ~~transfer~~ good and marketable title to the property, subject to encumbrances and exceptions noted herein, evidenced by ~~a~~ current policy of title insurance in the amount of purchase price ~~an~~ abstract of title brought current, with an attorney's opinion (See Section H).

4. INSPECTION OF TITLE. In accordance with Section G, Buyer shall have the opportunity to inspect the title to the subject property prior to closing. Buyer shall take title subject to any existing restrictive covenants, including condominium restrictions (CC & R's). Buyer ~~has~~ ~~not~~ reviewed any condominium CC & R's prior to signing this Agreement.

5. VESTING OF TITLE. Title shall vest in Buyer as follows: TO BE DETERMINED BEFORE CLOSING

6. SELLERS WARRANTIES. In addition to warranties contained in Section C, the following items are also warranted: NONE

Exceptions to the above and Section C shall be limited to the following: ~~AT THE~~ EASEMENT FOR CHURCH WALKWAY WILL BE RECORDED AT CLOSING.

7. SPECIAL CONSIDERATIONS AND CONTINGENCIES. This offer is made subject to the following special conditions and/or contingencies which must be satisfied prior to closing: FIRST PAYMENT ON SELLER LOAN WILL BEGIN 9/1/92
OFFER SUBJECT TO CITY APPROVAL OF REBUILDING PLANS AND SPECIFIC CONSESSION REGARDING USE AND REQUIREMENTS FOR A HISTORIC BUILDING RENOVATION.

8. CLOSING OF SALE. This Agreement shall be closed on or before APRIL 1, 19 92 at a reasonable location to be designated by Seller, subject to Section Q. Upon demand, Buyer shall deposit with the escrow closing office all documents necessary to complete the purchase in accordance with this Agreement. Prorations set forth in Section R shall be made as of ~~the~~ date of possession ~~the~~ date of closing ~~the~~ other _____

9. POSSESSION. Seller shall deliver possession to Buyer on AT CLOSING unless extended by written agreement of parties.

10. AGENCY DISCLOSURE. At the signing of this Agreement the listing agent ROGER STEPHENS represents (☒ Seller (☐ Buyer, and the selling agent ROGER STEPHENS represents (☒ Seller (☐ Buyer. Buyer and Seller confirm that prior to signing this Agreement written disclosure of the agency relationship(s) was provided to him/her. () () Buyer's initials () () Seller's initials.

11. GENERAL PROVISIONS. UNLESS OTHERWISE INDICATED ABOVE, THE GENERAL PROVISION SECTIONS ON THE REVERSE SIDE HEREOF HAVE BEEN ACCEPTED BY THE BUYER AND SELLER AND ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

12. AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE. Buyer offers to purchase the property on the above terms and conditions. Seller shall have until 5 PM (AM/PM) FEB 29 19 92 to accept this offer. Unless accepted, this offer shall lapse and the Agent shall return the EARNEST MONEY to the Buyer.

<u>[Signature]</u> (Buyer's Signature)	<u>2-4-92</u> (Date)	<u>569 PARK AVE</u> (Address)	<u>801-649 7634</u> (Phone)	<u>536 52916</u> (SSN/TAX ID)
<u>[Signature]</u> (Buyer's Signature)	<u>2/4/92</u> (Date)	<u>580 E 3000 SO, HEBSP UT</u> (Address)	<u>649-6616</u> (Phone)	<u></u> (SSN/TAX ID)

CHECK ONE

- ☐ ACCEPTANCE OF OFFER TO PURCHASE: Seller hereby ACCEPTS the foregoing offer on the terms and conditions specified above.
- ☐ REJECTION. Seller hereby REJECTS the foregoing offer. _____ (Seller's initials)
- ☐ COUNTER OFFER. Seller hereby ACCEPTS the foregoing offer SUBJECT TO the exceptions or modifications as specified below or in the attached Addendum, and presents said COUNTER OFFER for Buyer's acceptance. Buyer shall have until _____ (AM/PM) _____, 19 _____ to accept the terms specified below.

_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Address)	_____ (Phone)	_____ (SSN/TAX ID)
_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Address)	_____ (Phone)	_____ (SSN/TAX ID)

CHECK ONE:

- ☐ ACCEPTANCE OF COUNTER OFFER. Buyer hereby ACCEPTS the COUNTER OFFER
- ☐ REJECTION. Buyer hereby REJECTS the COUNTER OFFER. _____ (Buyer's Initials)
- ☐ COUNTER OFFER. Buyer hereby ACCEPTS the COUNTER OFFER with modifications on attached Addendum.

_____ (Buyer's Signature)	_____ (Date)	_____ (Time)	_____ (Buyer's Signature)	_____ (Date)	_____ (Time)
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DOCUMENT RECEIPT

State Law requires Broker to furnish Buyer and Seller with copies of this Agreement bearing all signatures. (One of the following alternatives must therefore be completed).

- A. ☐ I acknowledge receipt of a final copy of the foregoing Agreement bearing all signatures:

SIGNATURE OF SELLER

SIGNATURE OF BUYER

Date

Date

Date

Date

- B. ☐ I personally caused a final copy of the foregoing Agreement bearing all signatures to be mailed on _____, 19 _____ by Certified Mail and return receipt attached hereto to the ☐ Seller ☐ Buyer. Sent by _____

#1

ADDENDUM/COUNTER OFFER TO EARNEST MONEY SALES AGREEMENT

This ADDENDUM/COUNTER OFFER constitutes: () a COUNTER OFFER ☒ an ADDENDUM to that EARNEST MONEY
SALES AGREEMENT (THE AGREEMENT) dated the 4 day of FEBRUARY 1992, between L. LEE AND TIM C. STEINER as buyer(s), and CORP. OF THE EPISCOPAL CHURCH as seller(s),
covering real property described as follows:
517 PARK AVE

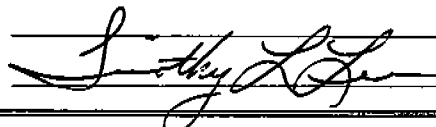
The following terms are hereby incorporated as part of THE AGREEMENT:

- PER: JOHN LOSSE JR LETTER OF FEB 25, 1992 OFFER IS MODIFIED
- 1) PURCHASE PRICE TO BE \$69,000 CASH.
 - 2) CLOSING TO BE 21 DAYS AFTER MARCH 17, 1992
WHICH IS APRIL 7, 1992
 - 3) SECTION 6 - SELLER WARRANTIES & EXCEPTION
IS VOID AND NOT PART OF OFFER
 - 4) SECTION 7 - SPECIAL CONSIDERATIONS IS VOID
AND NOT PART OF OFFER.
 - 5) PRICE WILL INCLUDE, THE BUILDING, THE TWO
SOUTHERNMOST LOTS, AND WHATEVER ADDITIONAL
PROPERTY THAT IS REQUIRED BY THE CITY
(RON IVIE - CHIEF BUILDING OFFICIAL) TO PRESERVE THE
USE AND HISTORIC DESIGNATION OF THE STRUCTURE.
 - 6) EARNEST MONEY SHALL BE NON-REFUNDABLE IF BUYER
CAN'T CLOSE.

All other terms of THE AGREEMENT shall remain the same. (X) Seller () Buyer shall have until 5 PM (A.M./P.M.)
MARCH 17, 1992 to accept the terms specified above. Unless so accepted this Addendum shall lapse.

Date 2/26/1992
Time 3:30 PM (A.M./P.M.)

Signature of () Seller (X) Buyer



ACCEPTANCE/COUNTER OFFER/REJECTION

Check One

- () I hereby ACCEPT the foregoing on the terms specified above.
() I hereby ACCEPT the foregoing SUBJECT TO the exceptions shown on the attached Addendum.

Signature	Signature	Date	Time
() I hereby reject the foregoing _____ (Initials)			

DOCUMENT RECEIPT

- () I acknowledge receipt of a final copy of the foregoing bearing all signatures.

Signature of Buyer(s)	Date	Signature of Seller(s)	Date
() I personally caused a final copy of the foregoing bearing appropriate signatures to be mailed on _____			

19____, by Certified Mail and return receipt attached hereto to the () Seller () Buyer.

Sent by _____

PARK CITY

1884

Department of Community Development
Engineering • Building Inspection • Planning

23 January 1992

John W. Losse
57 West South Temple Suite 410
Salt Lake City, UT 84101

Dear Mr. Losse,

Please excuse the delay in my response to your application for the demolition of the residence at 517 Park Ave. After extensive discussion between Chief Building Official Ron Ivie, Community Development Director Rick Lewis, and Planning Director Nora Seltenrich, the City has decided that the application should indeed go through the Certificate of Appropriateness for Demolition process.

According to the Park City Land Management Code, demolition of an historic structure must receive a Certificate of Appropriateness for Demolition (CAD) before it can be torn down. The one exception is when the Chief Building Official deems that the structure must be razed as per Uniform Building Code Section 203. Because of the contributory status of the 517 Park Avenue structure to the Park City Historic District, Ron Ivie has indicated his willingness to participate in the CAD process. I have included documentation from a City-sponsored survey of historic structures which addresses your property, for your interest and information.

Because you will be directly affected by the CAD process, let me explain its purpose and what it entails. The "demolition ordinance," as it was commonly known in its early stages of inception, was adopted in order that structures in danger of being demolished could have every possible opportunity to be saved. This can be accomplished by purchase of the property by parties interested in renovating the structure, assistance to the current owner, or perhaps agreements regarding facade easements. In the past, a threatened structure has even been purchased and moved to another location. I understand from Suzanne McIntyre, who has spoken with Church representatives in the past, that the Church is appreciably reluctant to sell the 517 Park property. Still, the City believes that the community would be very interested in some sort of preservation of the structure at the site.

The process of obtaining a CAD involves an application, which you have submitted. A forty-five (45) day waiting period allows the City to post the property with notice that the historic structure is "threatened." At the end of the forty-five day period, the applicant may request a hearing before the Historic District Commission (HDC); within fourteen (14) days of the request, the staff must inform the applicant of other information which may be needed.

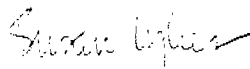
According to the definition of "Commercial Building or Site" in the Code, the 517 Park structure is a commercial building (Section 4.17). As such, the applicant needs to demonstrate to the HDC "that unreasonable economic hardship will result from denial of the demolition or removal application." The criteria which may be considered in determining economic hardship are listed in Section 4.17(a) which I have included with this letter.

The HDC may approve or deny the CAD application. If the application is denied, the applicant may not re-apply for a CAD for three years. The HDC's decision, however, may be appealed to the City Council. I recommend that you read over the attached copy of the Land Management Code relating to historic demolition so that you fully understand the requirements.

I would like to make clear, Mr. Losse, that Ron Ivie feels very strongly that the structure is not safe and the renovation would be very expensive and quite difficult. He has indicated that he will write a letter to the HDC stating his position regarding the stability of the structure. On the other hand, the Planning staff expects to hear from the Park City Historical Society as well as the City Council regarding efforts to save the structure. We have had initial input from both organizations indicating a strong interest in the building and its historic value. In addition, the community at large typically strongly supports significant efforts at historic preservation.

I hope this clearly advises you of the process for receiving a Certificate of Appropriateness for Demolition of an historic structure. You have applied at an excellent time so that all waiting periods can be easily met and demolition can, if approved, proceed in the spring. Please do not hesitate to call me if you have questions regarding the process or historic status of the 517 Park Avenue property.

Sincerely,



Susan Lykes
Planner I

cc: Ron Ivie

enc. § 4.15 - 19 LMC
info on 517 Park from PCH survey

V. PUBLIC HEARING

1. Episcopal Church Subdivision, 517 Park Avenue, Request for Preliminary and Final Plat - T. Lee.

Planning Intern Hal Johnson stated that the request was for a lot line adjustment and explained that a portion of lot 5, the walkway adjacent to the church, would be platted as part of lot 6. In addition, there will be a deed restriction to prohibit development on Lot 3. He stated that the Staff recommended approval subject to a condition requiring the deed restriction.

Mr. Johnson reported that the Staff had received a letter from Mary Runge concerning parking issues.

There was no public input.

2. Deanne Fisher Subdivision, 118 Daly, Request for Preliminary and Final Plat Approval - Deanne Fisher.

Planner Susan Lykes briefly reviewed the request to divide three lots into four and stated that the Staff recommended approval subject to conditions 1, 2, and 4. She indicated that condition 3 had been deleted as per the discussion during Work Session.

There was no public input.

3. Funk's Place Subdivision, 502 Ontario, Request for Final Plat Approval - C. Funk.

Planner Susan Lykes briefly reviewed the request. She stated that the Staff recommended approval subject to the conditions which had been approved at the Sketch Plat stage.

Ms. Lykes reported that Betty Swiler, whose parents own property near the project, had contacted the Staff and expressed concern about visual impacts on the neighborhood.

There was no public input.

4. Fletcher Kimball Building, 693 Main Street, Request for Rezone from HRC (Historic Recreation Commercial) to HCB (Historic Commercial Business) - J. Kuhn.

Planner Susan Lykes stated that the Staff recommended denial of the rezone request based upon the findings outlined in the Staff Report. She reported that the Staff had received input from Burnis Watts who opposed a rezone because it would create spot zoning.

There was no public comment.

VI. MINUTES OF APRIL 22, 1992

MOTION: Chuck Klingenstein moved to APPROVE the minutes of April 22, 1992 as prepared. Chris Erickson seconded the motion which was unanimously approved.

VII. CONSENT AGENDA

Chairman Bruce Erickson stated that Items 2 and 3 on the consent agenda had modified conditions of approval as stated during the Public Hearing.

1. Grub Steak Restaurant, 2200 Sidewinder Drive, Request for Conditional Use Permit for Outdoor Dining - Swiss Mountain Enterprises.

Conditions of Approval:

1. The owner shall submit a proposal for approval by the Planning Staff for a secondary access to provide food delivery.
 2. Outdoor dining furniture and umbrellas will be approved by the Planning Staff.
2. Episcopal Church Subdivision, 517 Park Avenue, Request for Preliminary and Final Plat - T. Lee.

Condition of Approval:

1. There will be a deed restriction placed on Lot 3 as approved by the City Attorney's office for Lot 3 addressing separate ownership and additional development.
3. Deanne Fisher Subdivision, 118 Daly, Request for Preliminary and Final Plat Approval for 3-lot Subdivision - D. Fisher.

Conditions of Approval:

1. The plat shall contain a notation that Lot 16A cannot be sold separately from Lot 15 or Lot 16B.
2. The plat shall contain a notation that the lots are in a flood zone. As a result, floodplain issues will need to be addressed before any building permit issuance.
3. All standard conditions of approval apply.



Department of Community Development
Engineering • Building Inspection • Planning

June 26, 1992

Tim Lee
P. O. Box 1402
Park City, Utah 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Description: Episcopal Church Subdivision
Two-lot Subdivision at 517 Park Avenue

Date of Meeting: May 13, 1992

Action Taken By Planning Commission: APPROVED

Condition of Approval:

1. There will be a deed restriction placed on Lot 3, as approved by the City Attorney's office, addressing separate ownership and additional development.

Date of Expiration: May 13, 1993



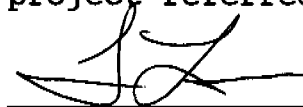
Hal Ryan Johnson
Planning Intern

6/26/92

Date

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.



Date 7-10-92

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

explained the gas line work that will be done in the Holiday Ranch area tomorrow.

2. School District meeting - Ruth Gezelius reported that the School Board is proposing a tax increase of 1.3 mills and it ratified the School Fields Agreement.

VII CONSENT AGENDA

Ruth Gezelius, "I move approval of Consent Agenda Items 1, 2, and 3". Jim Santy seconded. Motion unanimously carried.

1. Approval of a Resolution declaring the week of May 17 through May 23, 1992 as "National Public Works Week" - Staff recommends approval.

2. Approval of master festival license for Earth Day in City Park on June 6, 1992 - The Chief of Police recommends approval. The license includes displays and sales in City Park, entertainment, and beer sales. The event will be insured through the Park City Chamber/Bureau's event insurance.

3. Approval of subdivision plat for the Episcopal Church, 517 Park Avenue -

I. PROJECT STATISTICS

Project Name:	Episcopal Church Subdivision
Applicant:	Tim Lee
Location:	517 Park
Proposal:	2 lot subdivision
Zoning:	HR-1
Adjacent Land Uses:	Residential
Date of Application:	4/24/92
Project Planner:	Hal Johnson
Staff Recommendation:	Approve

II. BACKGROUND INFORMATION/Project Description

The Episcopal Church at 525 Park also owns the building and adjacent property at 517 Park. The Church is selling the 517 parcel (lots 3,4,5 block 5 Park City Addition) to Tim Lee. The Applicant intends to restore the old home and recreate 4 existing rental units.

Currently a portion of the Church building and side entrance encroaches on to platted lot 5. The applicants proposal is that

Page 6
City Council Meeting
May 14, 1992

this portion of the Church and walk way be replatted and shown as part of the Church parcel, lot 6.

PUBLIC INPUT STATEMENT: As of May 7 we have received no public comment.

V. STAFF RECOMMENDATION

Staff recommends approval of the sketch and final plat for the resubdivision of lots 5 and 6 block 5 Park City Survey with the following condition of the Planning Commission:

There will be a deed restriction placed on Lot 3 as approved by the City Attorney's Office addressing separate ownership and additional development.

VIII ORDINANCE

1. An Ordinance amending Section 7.11.3(c) of the Land Management Code to allow affordable/moderate income housing in the Light Industrial (LI) Zone through the master planned development process and amending the Reference Notes and the Land Use Table in Chapter 7 - See public hearing commentary. The Mayor requested that a motion be made to approve. Bob Richer, "I so move". Sally Elliott seconded. Motion carried.

Sally Elliott	Aye
Ruth Gezelius	Nay
Leslie Miller	Aye
Bob Richer	Aye
Jim Santy	Aye

2. An Ordinance amending the Municipal Code of Park City, Title 11, Chapter 9, Uniform Fire Code, to enact explosive material provisions - Ruth Gezelius, "I move approval of the ordinance". Sally Elliott seconded. Council questioned if 24 hours was enough time for notice and the City Attorney noted that this was the recommendation of the Chief Building Official. The City Attorney explained that additionally, blasting contractors will be required to provide increased insurance from \$100,000 to \$1 million. In response to Leslie Miller, Rick Lewis didn't think it would be a problem increasing notice to 48 hours but 24 hours is the national standard. For the benefit of Ms. Gezelius, Mr. Lewis explained that there have been two problematic situations with blasting contractors but he didn't feel a longer notice period would have affected these. Bob Richer was supportive of adopting a 48 hour period.

RED NOTE — AB 6-29-CP
360928

WHEN RECORDED, RETURN TO: ASSOCIATED TITLE CO.
92 JUN 19 PM 1:15

Timothy L. Lee
P. O. Box 1995
Park City, Utah 84060

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY — DR — 8 50

SPECIAL WARRANTY DEED

THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH, a Utah nonprofit corporation ("Grantor"), whose address is 80 South 300 East, Salt Lake City, Utah 84111, hereby conveys and warrants against all claiming by, through or under Grantor to TIMOTHY L. LEE, whose address is P. O. Box 1995, Park City, Utah for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land located in Summit County, Utah:

Beginning at the northeasterly corner of Lot 5, Block 5, of the Park City survey, Park City, Utah, said point also being on the easterly right-of-way line of Park Avenue, and running thence South 23°38'00" East along said lot line and said right-of-way line 75.00 feet to the Southeast corner of Lot 3; thence South 66°54'00" West along the southerly line of Lot 3 a distance of 75.00 feet to the Southwest corner of Lot 3; thence North 23°38'00" West along said lot line 75.00 feet to the Northwest corner of Lot 5; thence North 66°54'00" East along the northerly line of Lot 5, a distance of 75.00 feet to the point of beginning.

Excepting therefrom: The northerly 5.50 feet of Lot 5, referred to as the 517 Park Avenue Parcel and described as follows:

Beginning at the northeasterly corner of Lot 5, Block 5 of the Park City Survey, Park City, Utah, said point also being the easterly right-of-way line of Park Avenue (a public street), and running thence South 23°38'00" East along said right-of-way line and the easterly line of said Lot 5.50 feet; thence South 66°54'00" West 75.00 feet to the westerly line of said Lot 5; thence North 23°38'00" West 5.50 feet along said westerly line to the northwest corner of said Lot 5; thence North 66°54'00" East along the northerly line of said Lot 5, 75.00 feet to the point of beginning.

BOOK 668 PAGE 396 - 397

SUBJECT TO all easements, covenants, restrictions,
rights-of-way and encumbrances of record or enforceable
at law or in equity.

DATED effective as of the 16th day of June, 1992.

GRANTOR:

THE CORPORATION OF THE EPISCOPAL
CHURCH IN UTAH, a Utah nonprofit
corporation

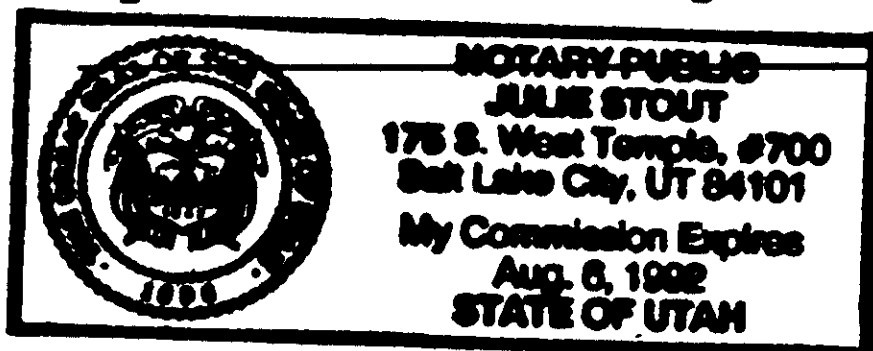
By: James R. Tendick
JAMES R. TENDICK, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 16th day of June, 1992, before me, the undersigned
Notary, personally appeared JAMES R. TENDICK, who is personally
known to me or who proved to me his identity through documentary
evidence, to be the person whose name is signed on the foregoing
document, and who being by me duly sworn, did say that he is the
Secretary of THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH, a Utah
nonprofit corporation, and that said instrument was signed in behalf
of said corporation by authority of its bylaws and said JAMES R.
TENDICK acknowledged to me that he, in behalf of said corporation,
executed the same voluntarily for its stated purpose.

Julie Stout
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:



DWE112.21

BOOK 668 PAGE 397



Department of Community Development
Engineering • Building Inspection • Planning

May 3, 1993

Tim Lee
PO Box 1402
Park City UT 84060

Re: Episcopal Church Subdivision - Two-lot Subdivision at 517 Park Avenue

Dear Tim:

On May 13, 1992 the Park City Planning Commission approved a two-lot subdivision at 517 Park Avenue. Please be advised that the approval will expire May 13, 1993. You may apply for an extension, if you feel the plat will not be recorded by the expiration date.

If you need further information, or have any questions, please contact the Planning Department at 645-5021.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janice".

Janice Lew
Planner I

*an ~~administrative~~ administrative lot line adjustment was
done on this. No need for recordation. JL 5/4/93*

Property History

Meeting Date / Application Number	Application Type / Hearing Body	Applicant/Representative	Request	Action
March 20, 1989	Historic District Commission	Planning Staff McIntyre	Request for Grant Revision. St. Luke's requested an extension for their \$10,000 grant for the Manse at 517 Park Avenue. The Diocese was having trouble moving forward on the project as they estimated that it would take \$100,000 to renovate the building.	Motion passed unanimously to grant the extension approval for St. Luke's Episcopal Church, 517 Park Avenue.
June 19, 1989	Historic District Commission	Roger Stephens (St. Luke's Episcopal Church Building Committee)	Roger Stephens approached the City requesting a letter of support from staff and the HDC regarding the historic significance of the site that could be sent to the [Episcopal] governing committee in Salt Lake, who had the feeling that it would be easier to tear down the existing building.	Motion passed unanimously that HDC strongly supported the renovation of the "St. Luke's Manse".
January 29, 1990	Historic District Commission	Roger Stephens, Bill Connelly, Richard Hoffer, Jim Eccles, and Jack Losse	Roger Stephens and representatives of the Episcopal church and diocese gave a history of the project. The Episcopal Diocese of Utah purchased 517 Park Avenue in January of 1988 with the intention of using the property to support the neighboring church. In 1988, they received a \$10,000 grant but were unable to use it due to a lengthy feasibility study. Stephens presented two options: to tear down the building and build a new building, or to replicate the building with more parking. At this time, it was established that the building has been frequently modified, and that the only original remaining original elements were the basic form of the front façade.	Motion passed unanimously that the HDC supported the conceptual plan to replicate the "Parish hall" at 513 Park Avenue [sic].
July 22, 1991	Historic District Commission	Roger Stephens, Greg Henry, and Father Ed Howlett	The record shows that there had been no change in circumstances since the 1990 meeting. The Chief Building Official (Ron Ivie) noted that he had serious concerns about the property, and that he recommended no occupancy. The church notified tenants to vacate the building by the end of July 1991. The	The HDC provided their preference on how they would like to see the building handled: 1. renovate it as close as possible to its existing form on the site.

			church found that they have no future use for the three lots or the building at 517 Park Avenue. Craig Henry [sic?] stated that he was looking into purchasing the property. Some of the discussion was around the church's proposal to tear down the building and use the property as a public green space for the City, AKA a pocket park. Other suggestions from the church were to move the building to the south for more space to the church itself.	2. If St. Luke's does not have the capability of restoring it, sell it to someone who could restore it on site. 3. Move it off site if someone cannot renovate it on site. 4. Apply for a demolition permit.
August 15, 1991	Historic District Commission	Planning Staff	Planning Staff drafted a letter that was to be presented to St. Luke's from the HDC. There was a suggestion that alternatives be presented to City Council in order for the City to take a position against the building's demolition.	No action on record.
April 6, 1992	Historic District Commission	Planning Staff Lykes	Update on request for CAD (Certification of Appropriateness for Demolition) 517 Park Avenue, Episcopal Church Staff indicated that a sign was posted in front of the building designating it as a "threatened building". Tim Lee and Tim Steiner came to an agreement with the City and the Church to purchase the house and property, and that they would be renovating the structure in the summer of 1992. Planning Staff noted that there would be some rent controls for the four apartment units to continue its use as employee housing. The meeting minutes state: "The City made a contribution and there is a possibility that some of the area will be used as a "pocket park" on the south portion of the property."	No action on record.
May 13, 1992	Planning Commission	Tim Lee	Episcopal Church Subdivision - The request as for a lot line adjustment between lot 5 and lot 6, to accommodate an existing walkway adjacent to the church onto the church's property. Staff recommended approval subject to a deed restriction on Lot 3 to prohibit development.	Commission approved the Subdivision, subject to a deed restriction to prohibit development on Lot 3.

June 19, 1992 PL-92-00029	Administrative Lot Line Adjustment	Tim Lee	The Episcopal Church Subdivision but carried out via an administrative Lot Line Adjustment.	Approved Administratively Special Warranty Deed 360928 recorded with Summit County transferring 412.5 SF (5.5 feet) from 517 Park Avenue/Lot 5 (the house) to 525 Park Avenue/Lot 6 (the church).
June 22, 1992 Permit #6713	Building Permit	Tim Lee	Demolition	Issued 6/22/1992
July 10, 1992 Permit #6767	Building Permit – Historic Grant	Tim Lee	Excavation	Issued 7/10/1992
July 10, 1992 Permit #6914	Building Permit	Tim Lee	Main building permit	Issued 9/16/1992, Closed 12/7/1993
August 7, 1992 Permit # 6834	Building Permit	Tim Lee	Foundation and footings? (Historic grant)	Issued 8/7/1992
September 14, 1992	Historic District Commission	Tim Lee	Design Review of Garage Addition at 517 Park Avenue Project is to use the property as a multi-family dwelling with 4 rent-controlled apartments. The proposal was to fit a garage under the first floor of the house without having the raise the structure.	Motion carried to approve the design review of the garage at 517 Park Avenue with two conditions: 1. The rock retaining wall shall be continued around the sides of the driveway up to and including the garage wall. 2. The garage door will be wood, with a finish and color palette which allows it to blend in as much as possible with the main part of the structure.
PL-92-00030	Historic District Design Review	n/a (assumed to be Tim Lee)	No scope provided.	No action on record.
PL-92-00031	Historic District Design Review	n/a (assumed to be Tim Lee)	No scope provided.	No action on record.
May 20, 1993 PL-91-00028	Grant Application	Tim Lee	Park City Housing Authority assisted in the financing of 517 Park Avenue by advancing \$17,000 toward the purchase and renovation.	Housing Authority grant issued.

			The agreement established terms for rental rates and terms, and a covenant to be managed as a rent controlled rental property for a period of 10 years.	
PL-93-00053	Grant Application	n/a (assumed to be Tim Lee)	No scope provided.	No action on record.
PL-93-00054	Grant Application	n/a (assumed to be Tim Lee)	No scope provided.	No action on record.
March 14, 1994	Historic District Commission	Tim Lee	Agreement to waive the National Register Comment period and CLG Approval of Nomination The owner, Tim Lee, was requesting that his nomination to the National Register of Historic Places be expedited so that the recent rehabilitation project could qualify for the federal and state historic preservation tax credits. The request was also to waive the standard 60-day comment period.	Motion passed unanimously to forward a positive recommendation to the Board of State History for the nomination of the Dr. William Bardsley House (517 Park Avenue) to the National Register of Historic Places and to waive the 60 day comment period.
PL-07-13265	Grant Application	Tim Lee	A grant application for the repainting of the house (517 Park Avenue).	Project was denied, as it was determined that the scope was ineligible.
CE-15-00116	Administrative Code Enforcement	PCMC	A citizen reported to a Police Officer a concern about a historic retaining wall.	Expired permit closed 05-23-2017
CE-17-00311	Administrative Code Enforcement	PCMC	Stone Wall Collapsing	Closed 8/1/2017
PL-17-03623	Historic District Design Review	Jasper Rose LLC	Repair of Historic retaining wall	(pending)
CE-18-00008	Administrative Code Enforcement	SIMKIN	Failing retaining wall---respond to customer see email in #2 globe	Closed 8/30/2018
EN-18-01715	Engineering Construction Permit	Jasper Rose LLC	Created in error. Correct permit is below.	Canceled
EN-18-01716	Engineering Permit	Jasper Rose LLC	Final Building 7-30-18	Closed 5/29/2018
BD-18-25706	Combo Permit – Remodel	Jasper Rose LLC	Repair historic retaining wall, pour new concrete	Closed 6/13/2018
PL-21-05118	Historic District Design Review	Jeff Love	Subject Application	In progress.

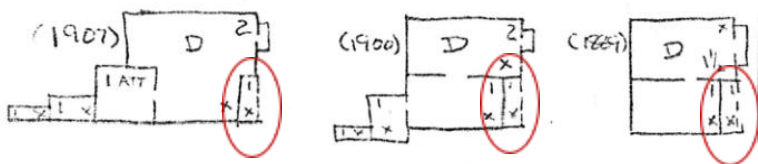
Friday, May 13, 2022

Dear Browne-

The applicant under Planning Case PL-21-05118 proposes to make changes to the Landmark Site at 517 Park Avenue, Park City, Utah, to include removal of an existing front porch that extends across the east and south sides of the house and replacement with a porch extending across the east side of the house only. The applicant also proposes moving the entry stairs from the south end of the porch to the middle of its east side.

The Historic Sites Inventory form (2008) and National Register of Historic Places (NRHP) nomination form (1994) for the property state that the house was built in ca. 1888 as a 1 ½ story cross-wing house. The 1889 Sanborn map documents that the east elevation of the house had a porch extending the width of the 1-story stem wing (circled in red below). The porch did not continue around the south side of the house. Sanborn maps from 1900 and 1907 document that additions were made to the house but that the porch configuration remained the same. A ca. 1940 photograph also documents that while the original wood posts and railing of the porch had been replaced, the porch itself remained on the east side of the house only.

Sanborn Map sketches:



Ca. 1940 photograph.

The NRHP nomination form records that an extensive renovation in 1993 removed a number of incompatible alterations that had been made over the years. The renovation also involved “restoring the porch, basing the porch columns and balustrade on a few minor remaining historic elements and nearby historic models... The porch has been extended slightly to the south to provide additional protection from snow.” This is the first record of the front porch extending around to the south side of the house. No evidence of the original location of the porch stairs has been found. However, an early or original stone retaining wall remains along the street, and a replaced section of the wall indicates that the early

or original approach to the porch may have been near the middle of its east side. By the ca. 1940 photograph the entry stairs were on the south end of the porch.

In summary, the original porch at 517 Park Avenue extended across the east stem wing of the house and remained in this configuration until 1993, when it was replaced with a porch extending across the east side and a portion of the south side of the house. The applicant's proposal to construct a new but historically compatible porch across the east side of the house complies with the applicable Historic District Design Guidelines, specifically the following:

- 15-13-2.A.4: ...Owners are encouraged to reproduce missing historic elements that were original to the building, but have been removed. Physical or photographic evidence should be used to substantiate the reproduction of missing features. In some cases, where there is insufficient evidence to allow for an accurate reconstruction of the lost historic elements, it may be appropriate to restore missing historic elements that are consistent with properties of similar design, age, and detailing.
- 15-13-2.B.2.g.4: It may be appropriate, in some cases, to reconstruct historic porches. Replacement porches shall be constructed of materials and in styles that are compatible with the structure to which they are attached. When possible the reconstructed porch shall be based on physical or documentary evidence; when no such evidence exists, the design shall be based on historic porches found on comparable historic structures.

The proposed design restores the porch to its documented original location and the porch stairs to their most likely original location. While no evidence of the porch's original appearance was located, the final design should be based on historic porches found on comparable historic structures.

Please reach out with any questions.

Anne

Anne Oliver
Vice President
Great Basin | Pacific Northwest

SWCA Environmental Consultants
257 East 200 South, Suite 200
Salt Lake City, Utah 84111
D 801.931.2887 | O 801.322.4307 | C 801.889.8095



PARK CITY SURVEY, BLOCK 5,
LOTS 3 & 4 and the South 19.5 feet of LOT 5

(517 Park Avenue)

July 22, 2022

PROJECT INTENT

The property at 517 Park Avenue is in Block 5, Park City Survey and consists of Lot 4 and the south 19.5 feet of Lot 5. The property is currently occupied by a single family residence and is designated as a Landmark site in the Historic Sites Inventory. The owner is submitting this plat amendment application with the goal of removing the internal lot line common to Lots 4 and 5 to create a single lot of record. The structure is currently undergoing a renovation to the interior and window replacement, but no additional enclosed living space will be added. A porch on the south side of the existing residence encroaches onto the adjacent lot, but will be removed to eliminate the encroachment and a covered deck and patio on the northwest corner of the existing residence is proposed.

Jeffrey T. Love, as Trustee of the Jeffrey T. Love Living Trust, dated May 25, 2010, as amended and restated, is the owner of Lot 4 and the south 19.5 feet of Lot 5. The adjacent property to the south, Lot 3, Block 5, Park City Survey, is owned by Jeffrey T. Love as an individual. It is this Lot 3 that contains the porch that the owner is proposing to remove that is currently a part of the existing single family residence at 517 Park Avenue. Once the porch is removed, Lot 3 will become vacant. Lot 3 is currently a legal lot of record and would be available for sale by the owner or to construct a dwelling in accordance with the Park City Land Management Code.

The proposed plat amendment will be named the Bardsley Plat Amendment, after Dr. William Bardsley, a former owner of the property from about 1903 to 1918, who practiced medicine in Park City for about 50 years. The proposed Lot A is currently occupied by a single family residence and the proposed Lot B will be what is now the vacant lot to the south.

Planning Commission Staff Report



Subject: Iron Canyon Subdivision Lot 33 – Building Pad Adjustment
Application: PL-22-05232
Author: Makena Hawley
Date: July 27, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the Planning Commission (I) review the Plat Amendment to adjust the building pad for Lot 33 located at 14 Iron Canyon Court, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for the City Council's consideration on September 1, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance 2022-XX (Exhibit A).

Description

Applicant: Heather Nania represented by Chris Price, Klima Architect
Location: 14 Iron Canyon Plat Amendment
Zoning District: Single Family (SF)
Adjacent Land Uses: Residential
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Abbreviations

LMC Land Management Code
SF Single Family
SLO Sensitive Land Overlay

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

Background

The site known as 14 Iron Canyon Court is Lot 33 of the Iron Canyon Subdivision. The property owner requests to adjust the "Building Pad" area shown on the Iron Canyon Subdivision plat (recorded in 1983) to adapt to the current proposed design of the new residence. The new building pad is proposed to be the same square footage as the platted building pad (4,000 sf.), in a similar location, however, reoriented to accommodate the design of the proposed single family dwelling. Lot 33 contains a total area of 3.13 acres.

¹ LMC [§ 15-7.1-2\(B\)](#)



There are six lots within the Iron Canyon Subdivision that have completed similar building pad adjustments, all maintaining the 4,000 square foot building pad. The following Lots have adjusted their building pad within Iron Canyon Subdivision:

Lot 29 – Approved on November 10, 2005 – Ordinance [No. 05-70](#)

Lot 11 – Approved on June 1, 2006 – Ordinance [No. 06-34](#)

Lot 4 – Approved on September 14, 2006 – Ordinance [No. 06-66](#)

Lot 5 – Approved on September 28, 2006 – Ordinance [No. 06-34](#)

Lot 43 – Approved on April 27, 2017 – Ordinance [No. 2017-18](#)

Lot 42 – Approved on October 12, 2017 – Ordinance [No. 2017-55](#)

(All previously completed Iron Canyon Building Pad Amendments in Exhibit F)

The Plat Amendment was originally scheduled for Planning Commission on July 13, 2022 but was continued to July 27, 2022 to allow time to complete an arborist report ([Staff Report](#)).

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.²

(II) The proposal complies with the Single-Family (SF) Zoning District Requirements outlined in LMC Chapter 15-2.11³.

A single-family dwelling is an allowed use in the SF District. The following table shows applicable Land Management Code (LMC) Lot and Site Requirements for the SF District:

Zoning Requirement	Analysis of Proposal
Density	<i>Complies.</i>

² LMC [§ 15-12-15\(B\)\(9\)](#)

³ LMC [Chapter 15-2.11](#)

Maximum of three (3) units per acre.	The Lot is 3.13 acres for one single-family dwelling.
Front Setback Minimum setback of 20' and 25' for front facing garages	<i>Complies.</i> The proposed building pad is a minimum of 58' from the front lot line.
Rear Setback Minimum setback of 15'	<i>Complies.</i> The proposed building pad is a minimum of 40' from the rear lot line.
Side Setback Minimum setback of 12'	<i>Complies.</i> The proposed building pad is a minimum of 23' from the side lot lines.

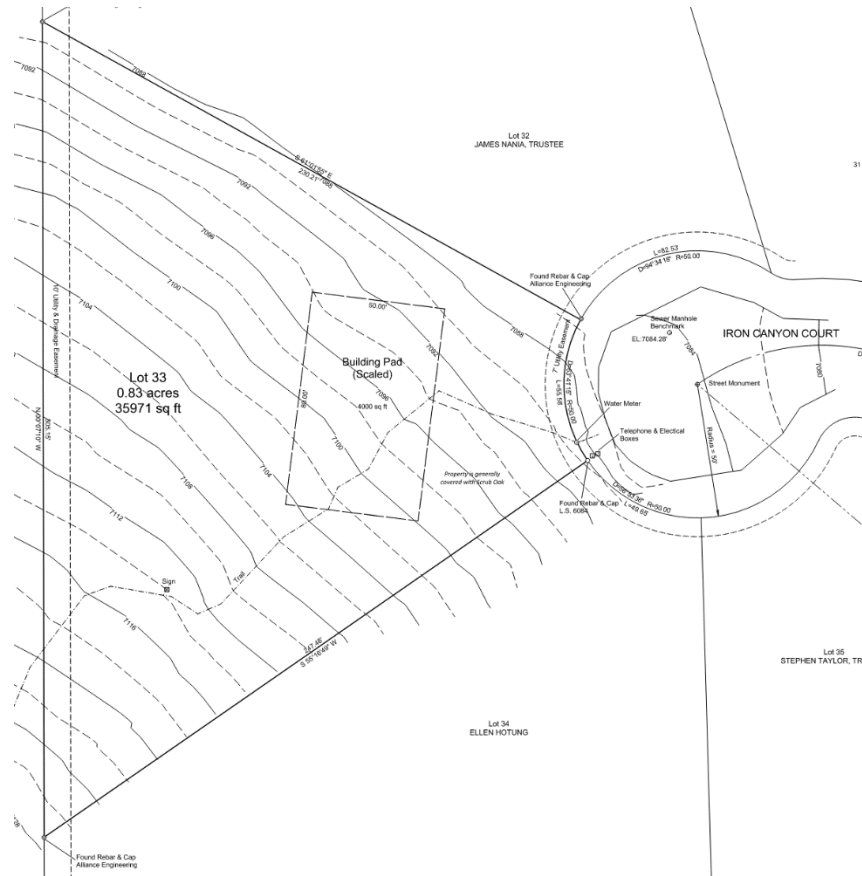


Figure 2: 14 Iron Canyon Court. Existing Conditions Survey

The proposed change to the building pad creates a longer pad oriented along an east-west axis and situated further into the property compared to the original pad which was oriented on a north-south axis and located on average 10 feet closer to the cul-de-sac. Lot 33 has a gradual and consistent slope rising by two-foot contours from the north side of the Lot with an average slope of 15%. The original and proposed building pad cross 8 contour lines each, with the highest USGS elevation of the original building pad reaching 7104 feet and the proposed building pad just shy of 7108 feet. The location mainly changes by following the hill upward on the Lot compared to reaching out to the sides of the Lot. The proposed location reduces the rear setback significantly but increases the setbacks to the side and front property lines.

All the building pad changes meet the LMC setback requirements required for the SF Zoning District, as outlined in the table above. Staff finds that the proposed plat amendment would be consistent with the pattern of development in the neighborhood. Although moving the pad further up the hill, the elevation change of four feet is not creating significant impacts, the grade increases on the lot at a steady 15% and the location is consistent with the neighborhood.

The proposed building pad shift is not necessarily better planning practice, however, the differences created by the Building Pad Adjustment create minimal changes and

impacts for development on the Lot that do not require substantive mitigation. See Section IV below.

Iron Mountain Hiking Trail

Currently, temporary access to the Iron Mountain Trail is located across the Applicant's property. For several years, the Applicant has voluntarily allowed this use when a dispute arose regarding the platted access. The permission to use the alternative access was conditioned upon the understanding that it will need to change when they propose to develop the lot. With this in mind, the Trails and Open Space Manager is supportive of the building pad change and will continue to explore best possible access options with the goal of maintaining public access to the trail.

(III) The Plat Amendment Complies with the Requirements Outlined in LMC [§ 15-7.1-3 \(B\)](#)⁴

LMC §15-7.1-3(B) requires a finding of Good Cause and that no Public Street, Right-of-Way, or easement has been vacated or amended.

No Public Street, Right-Of-Way, or easement is proposed to be vacated or amended.

LMC §15-15-1 defines Good Cause as:

*Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.*⁵

Staff finds good cause for this Plat Amendment to adjust the building pad for Lot 33 as the proposed modification to the building pad does not increase the area of the building pad, will maintain front setbacks consistent with adjacent lots, is consistent with previously approved Plat Amendments in the Iron Canyon Subdivision, and does not increase the density of the site.

(IV) The Plat Amendment Complies with the Sensitive Land Requirements Outlined in LMC [Chapter 15-2.21](#)

The proposed development is located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) requires states:

Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and

⁴ LMC [§ 15-7.1-3 \(B\)](#)

⁵ LMC [§15-15-1](#)

provide a time at time of Application, a Sensitive Lands Analysis.

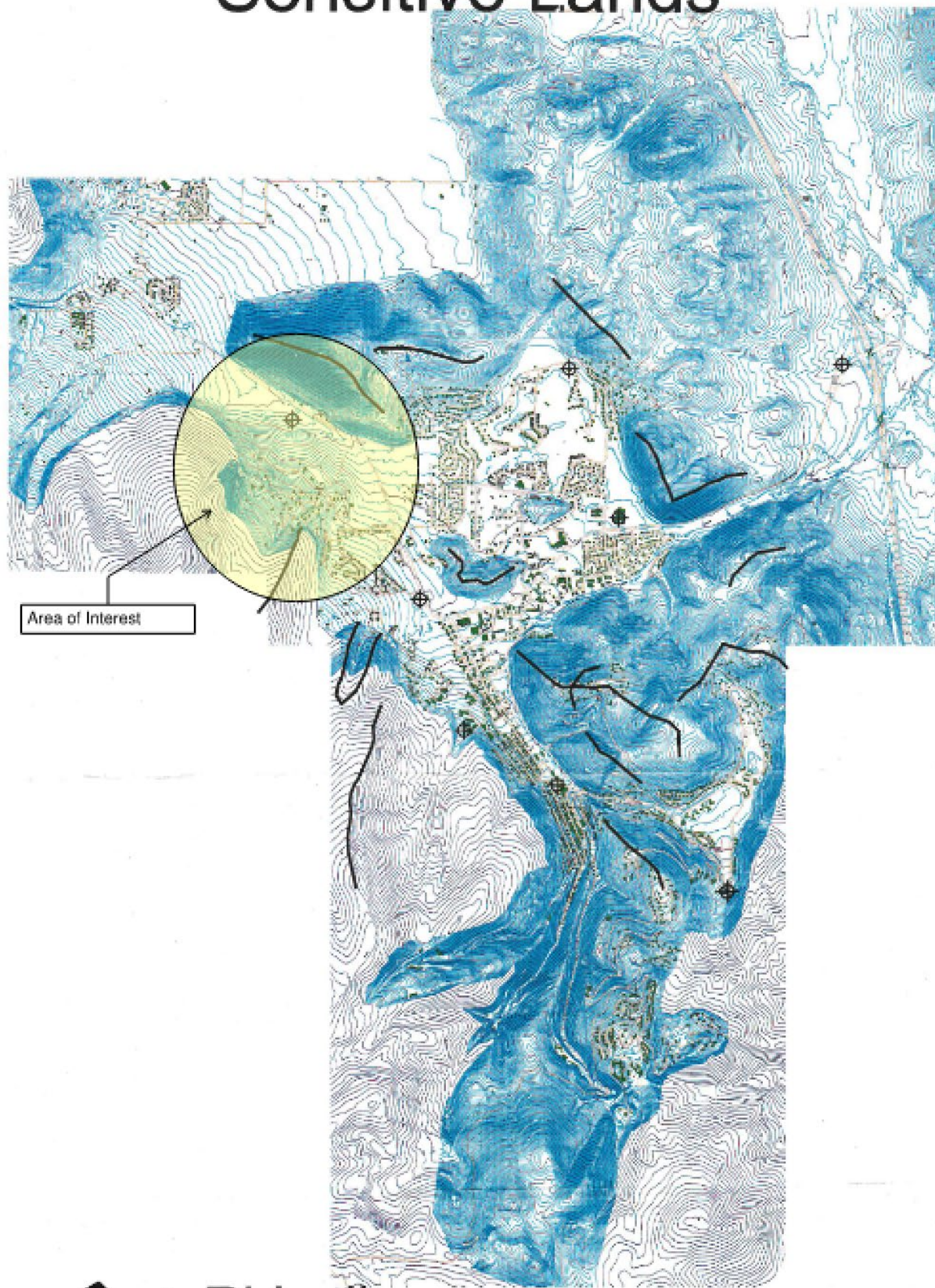
The purpose of the Sensitive Land Overlay is to:

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

On October 20, 1983, the City Council approved the Iron Canyon Subdivision. On September 24, 1992, the City Council adopted Ordinance [No. 92-17](#), enacting the Sensitive Land Overlay. While the SLO was not adopted at the time of the Iron Canyon Subdivision approval, the request to change the building pad requires analysis of the new location in the context of the SLO regulations.

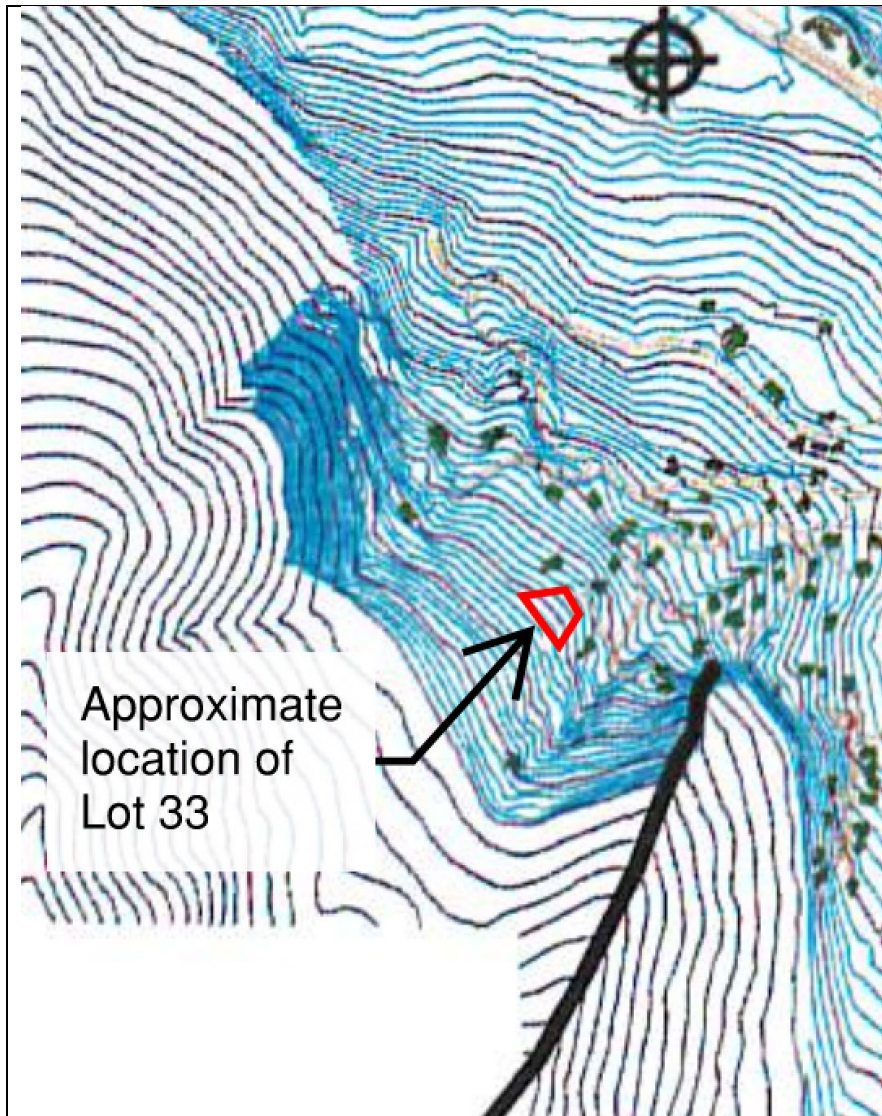
SLO Analysis Criteria	Analysis of Proposal
<u>Steep Slopes and Very Steep Slopes</u> Slope, Steep. Slope greater than fifteen percent (15%). Slope, Very Steep. Slope greater than forty percent (40%).	<i>Complies.</i> Lot 33 has a gradual and consistent slope rising by two-foot contours from the north side of the Lot with an average slope of 15%. The original and proposed building pad cross 8 contour lines each, with the highest USGS elevation of the original building pad reaching 7104 feet and the proposed building pad just shy of 7108 feet.
<u>Significant Ridge Line Areas, Vantage Points and Entry Corridors</u> Sensitive Lands, Ridgelines and Vantage Points Map: <i>Not Applicable.</i> The location of Lot 33 will not impact Significant Ridge Lines, Vantage Points or Entry view Corridors. Below are the maps of the Ridge Lines and Vantage Points in Park City. Approximate location of Lot 33:	

Sensitive Lands



Ridgelines

Vantage Points



Wetlands, Streams, and lakes

Stream: A naturally fed water course, that flows year-round or intermittently during years of normal rainfall. This definition excludes ditches and canals constructed for irrigation and drainage purposes.

Stream Corridor: The Corridor defined by the Stream's Ordinary High-Water Mark.

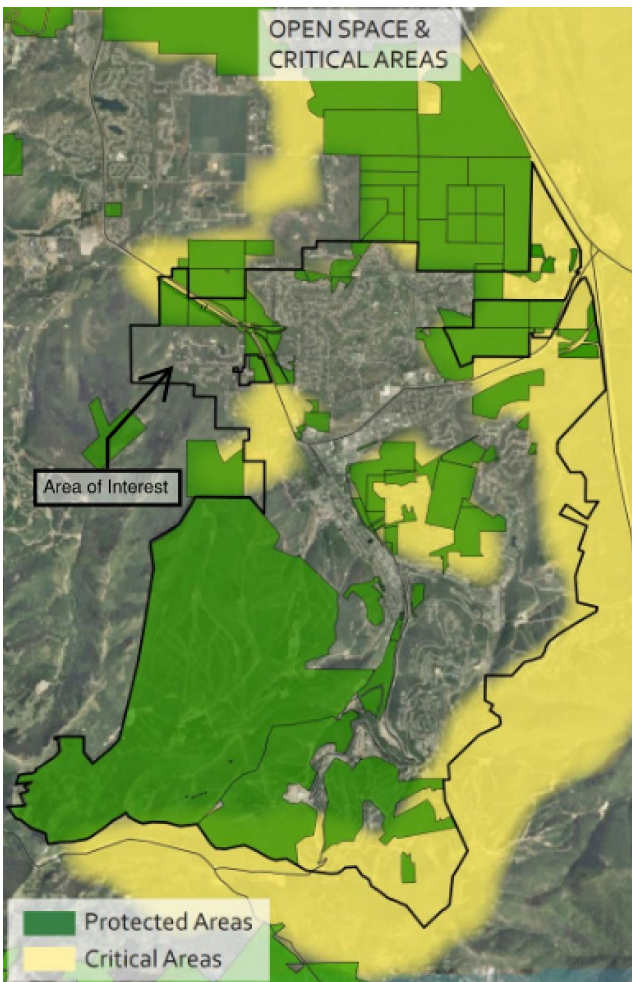
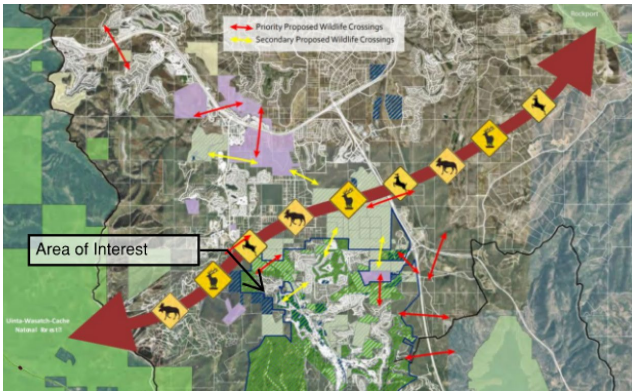
Wetland, Significant: All wetlands that occupy a surface Area greater than one-tenth (1/10) acre or are associated with permanent surface water or that are adjacent to, or contiguous with, a Stream

Not Applicable.

There are no Streams, Stream Corridors, lakes or Wetlands located on the property.

Corridor.

Wildlife habitat and Wildlife Interface Zones



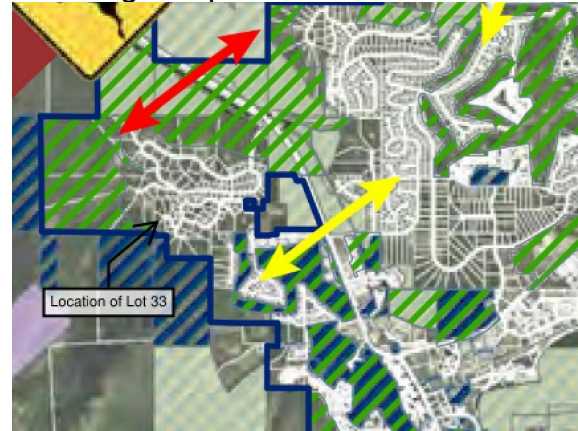
Significant Vegetation

Includes all large trees six inches (6") in

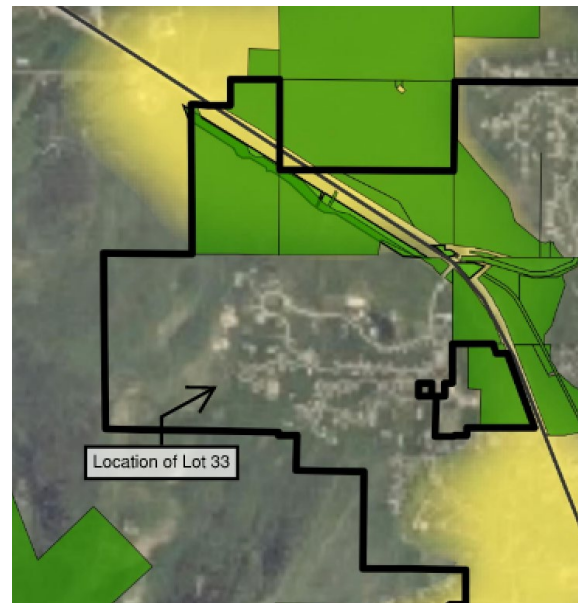
Not Applicable.

Lot 33 is not located within a Wildlife Habitat or the Wildlife Interface Zone. Pictures taken from General Plan Page 40 and 53.

Close up of Lot 33 on Wildlife Crossings Map:



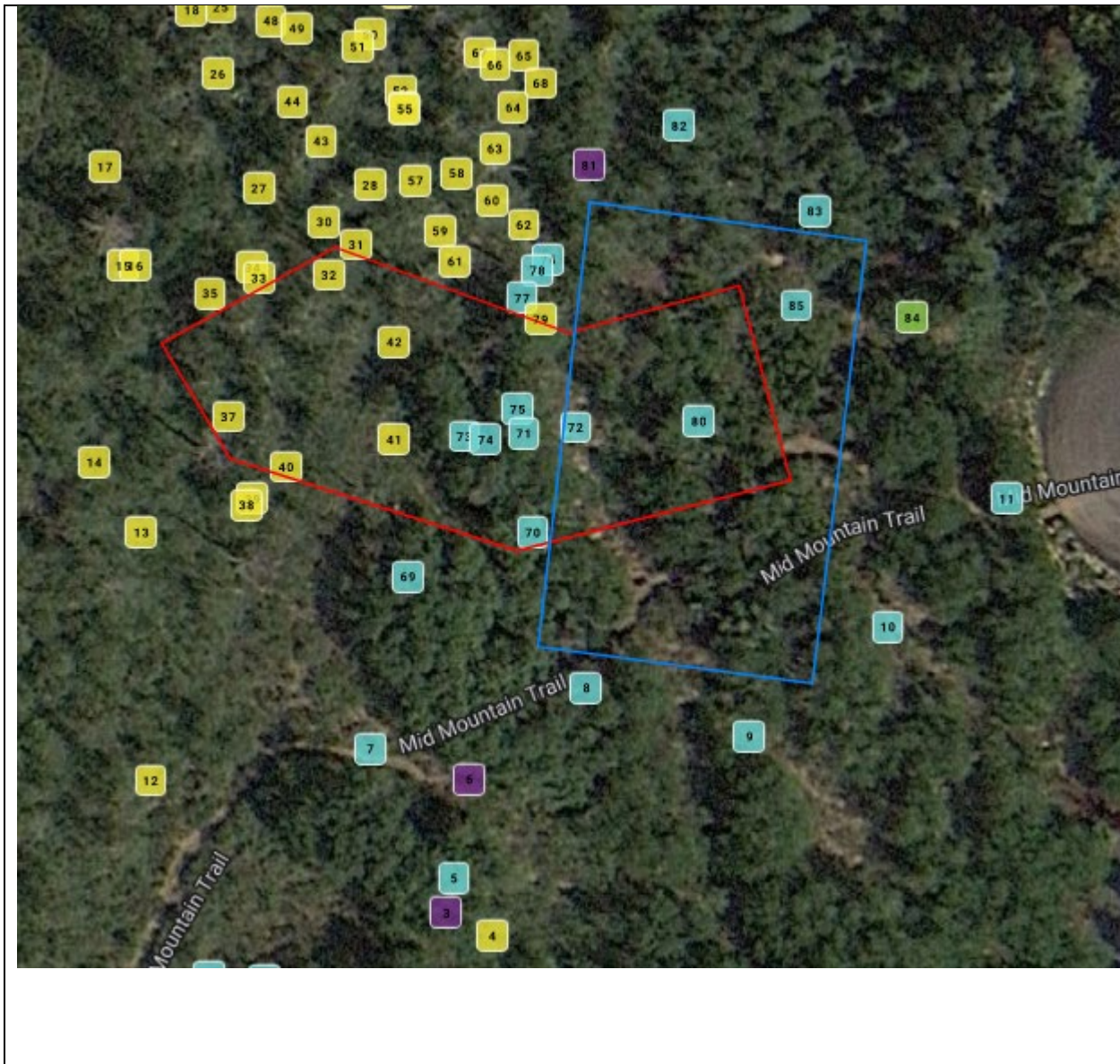
Close of Open Space and Critical Areas:



Condition of Approval #6

An arborist plan, dated July 19, 2022,

diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.	identifies several Quaking Aspen and Gambel Oak within the proposed building footprint as well as the surrounding Wildland Urban Interface Boundary that would need to be removed to accommodate construction (Exhibit G). The amount of trees that may need to be removed or impacted due to the existing location of the trees being in the building pad and the Wildland Urban Interface Zone are as follows: Existing Building Pad: 3 Trees - 3 Gamble Oak Proposed Building Pad: 15 Trees - 7 Gamble Oak - 8 Quaking Aspen The site plan indicates that 12 additional trees would require removal to support the change in the proposed building pad. Staff finds the Significant Vegetation removal may be mitigated with Condition of Approval #6, with appropriate replacement in kind of the Significant Vegetation lost on site. Prior to issuance of a building permit the Applicant shall provide a proposal to replace significant vegetation in kind.
Site plan Identifying both Building Pads and existing significant Vegetation (Full Arborist Report in Exhibit G): (Yellow represent Quaking Aspen and Blue represents Gamble Oak.)	



Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application. Engineering noted that water meter sizing will be required at Building Permit and Fire noted that additional pressure to the Lot may be required for the home sprinkler system.

Notice

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

Public Input

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

Alternatives

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

Exhibits

Exhibit A: Draft Ordinance No. 2022-XX

Attachment 1: Proposed Iron Canyon Subdivision Lot 33 - Building Pad
Adjustment Plat Amendment

Exhibit B: Survey with Existing Conditions

Exhibit C: Applicant Project Narrative

Exhibit D: Site Photographs

Exhibit E: Iron Canyon Subdivision Plat

Exhibit F: Approved Iron Canyon Subdivision Plat Amendments

Exhibit G: Arborist Report on 14 Iron Canyon Court

Ordinance No. 2022-XX

AN ORDINANCE APPROVING IRON CANYON SUBDIVISION LOT 33 – BUILDING PAD ADJUSTMENT PLAT AMENDMENT, LOCATED AT 14 IRON CANYON COURT, PARK CITY, UTAH

WHEREAS, the owners of the property located at 14 Iron Canyon Court petitioned the City Council for approval of the Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment; and

WHEREAS, on June 29, 2022 notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on June 28, 2022, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022 courtesy notice was mailed to property owners within 300 feet of the 14 Iron Canyon Court; and

WHEREAS, on July 27, 2022, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on July 27, 2022, the Planning Commission forwarded a _____ recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2021, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code, including Chapter 15-2.11 and Sections 15-7.1-3 and 15-7.1-6.

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

SECTION 1. APPROVAL. The Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment at 14 Iron Canyon Court, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 14 Iron Canyon Court.
2. The property is within the Single-Family Zoning District.
3. The property consists of Lot 33 of the Iron Canyon Subdivision, approved in 1983.
4. The plat amendment proposes to adjust the Building Pad area shown on the Iron Canyon Subdivision plat.
5. The proposed building pad is proposed to be the same square footage as the platted

- building pad of 4,000 square feet.
6. The Lot contains 3.13 acres.
 7. The following Lots of the Iron Canyon Subdivision have adjusted their building pad as approved by the City Council: Lots 4, 5, 11, 29, 42, 43.
 8. The proposal complies with the Single Family Zoning District outlined in Land Management Code Chapter 15-2.11.
 9. The building pad modification changes the orientation of the building pad to situate going east to west compared to north to south.
 10. The proposed plat amendment is consistent with the pattern of development in the neighborhood.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Land Management Code, including LMC [Chapter 15-2.11](#) Single-Family Zoning District and LMC [Chapters 15-7 and 15-7.1](#).
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction on this lot, to be approved by the Chief Building Official.
4. New construction shall comply with Land Management Code Section 15-2.11 regarding setbacks, building height, building envelope, etc.
5. All other conditions of approval and platted requirements for the Iron Canyon Subdivision continue to apply and shall be noted on the plat.
6. Prior to issuance of a building permit, the Applicant shall provide a proposal to replace significant vegetation in kind.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

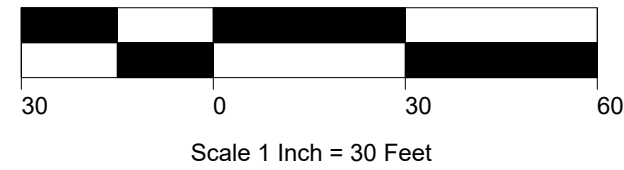
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 - Plat

IRON CANYON SUBDIVISION LOT 33
- BUILDING PAD ADJUSTMENT

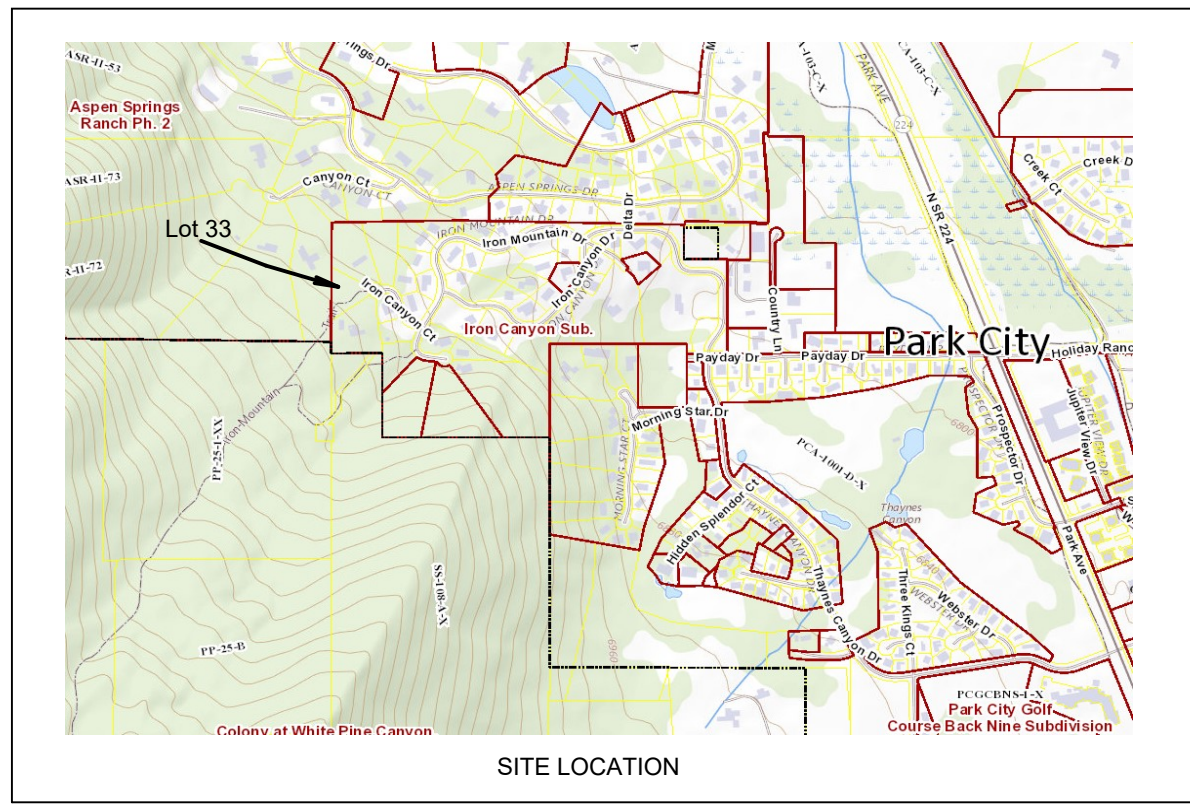
Located in the SW 1/4 of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian
Park City, Summit County, Utah



Legend

- ⊙ Rebar & Cap, Alliance
- ⊕ Street Monument
- ⊙ Rebar & Cap, LS 6084

ADDRESS: 14 IRON CANYON COURT



- Notes:
1. This plat is subject to the Conditions of Approval in ordinance _____.
 2. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal.
 3. The purpose for this plat amendment is to vacate the existing (original) building pad and provide the location and dimensions of the new building pad.
 4. This plat amendment is subject to conditions of approval and all general and special notes contained within the Iron Canyon Subdivision Plan (Entry No. 212520) and all other zoning requirements, covenants, restrictions, easements and rights of way, per record documents and City or County Ordinances.

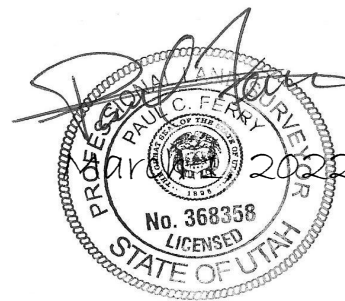
CERTIFICATE OF ATTEST

I Certify this Plat was approved by Park City Council this
16, day of February, 2017

By: _____
Park City Recorder

Surveyor Certificate

I Paul Perry do certify that I am a Professional Land Surveyor holding certificate No. 368358 as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made of survey of the tract of land shown on this plat and described hereon, and have adjusted the building pad location hereafter to be known as Iron Canyon Subdivision Lot 33, -Building Pad Adjustment and that the same has been correctly surveyed and marked on the ground as shown on this plat.



Boundary Description

Lot 33, Iron Canyon Subdivision, According to the Official Plat thereof on file and of Record in the Office of the Summit County Recorder.

Owner Dedication & Consent to Record

Know by all men by these presents that Heather A. Nania, or her successor, as Trustee of the Heather A. Nania Trust, dated May 28, 2013, that we all of the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the Iron Canyon Subdivision Lot 33 - Building Pad Adjustment do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and does hereby consent to the Recordation of this Plat.

In witness whereof _____ have hereunto set this _____ day of
A.D. 20 _____.

Heather A. Nania
as Trustee of the Heather A. Nania Trust
dated May 28, 2013

Acknowledgement

STATE OF UTAH
COUNTY OF SUMMIT

On this _____ day of _____, 20____ Heather A. Nania, Trustee of the Heather A. Nania Trust, dated May 28, 2013, Personally Appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, that they acknowledged to me that they executed the Owner's Dedication as Trustee of the aforesaid trust.

By: _____
Notary Public _____ Printed Name _____
My commission expires: _____
Residing in: _____

HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
435-336-4210

CITY COUNCIL APPROVAL

Approval and Acceptance by the Park City Council this
16, Day of February, 2017.

By: _____
Mayor

CITY PLANNING COMMISSION

Approved by the Park City Planning Commission this 11,
day of January, 2017.

By: _____
Chair

CITY ENGINEER

I find this plat to be in accordance with information on file in my
office this _____ day of _____, 2017.

By: _____
Park City Engineer

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to the Snyderville Basin Water
Reclamation District Standards this _____, day of
_____, 20____.

By: _____
SBWRD

APPROVAL AS TO FORM

Approved as to form this _____ day of
_____, 2017.

By: _____
Park City Attorney

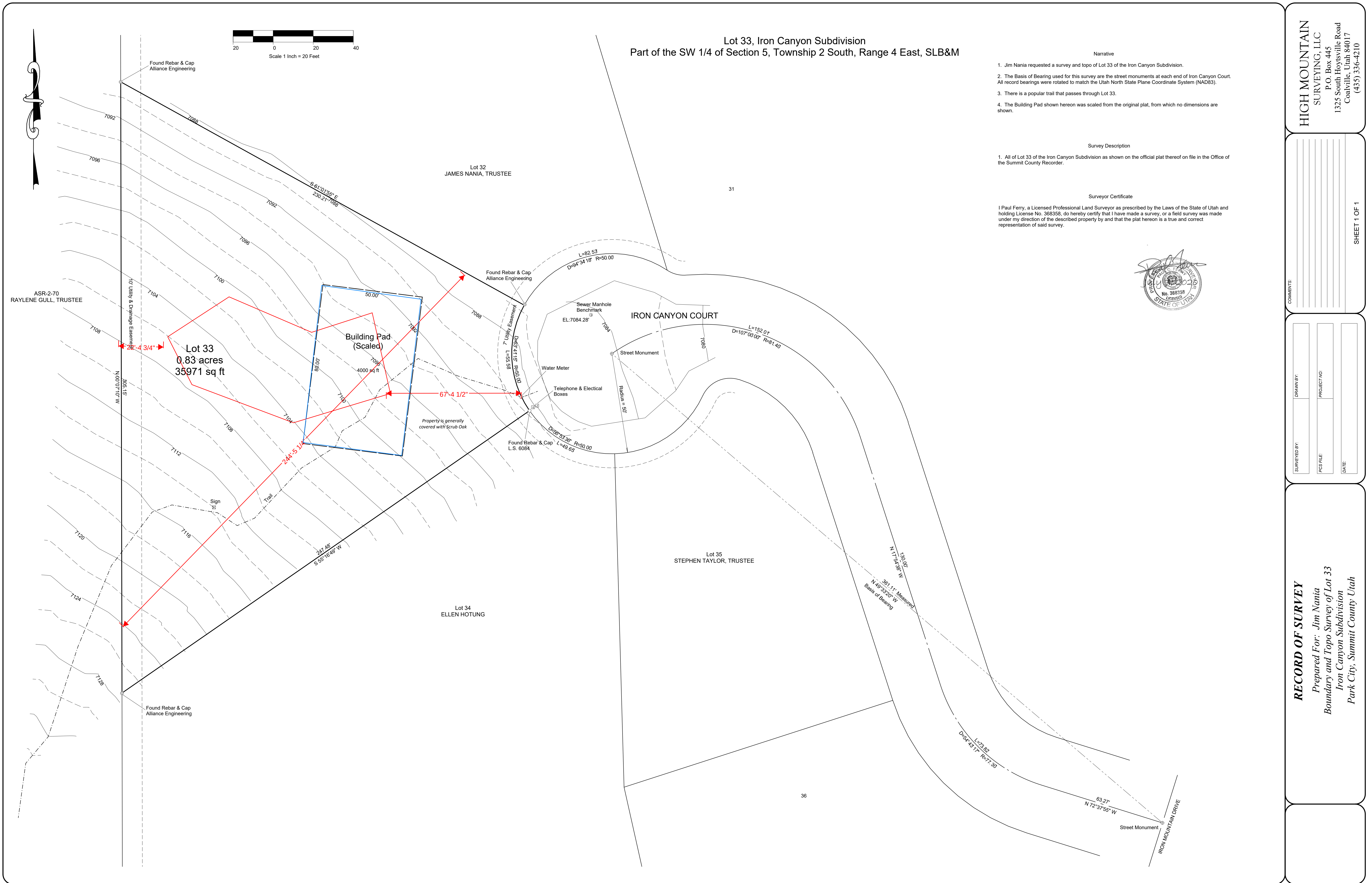
RECORDED

STATE OF UTAH COUNTY SUMMIT

Recorded and filed at the request of

Date: _____ Time: _____
Entry # _____ Fee: _____

County Recorder





KLIMA

Nania House
14 Iron Canyon Ct.
Park City, UT 84098
IC-33
Iron Canyon Lot 33

Description of Project:

We are building a new house, and need the platted building envelope to adjust. We are within all setbacks, and under the required maximum building envelope size.

Thanks!
Chris Price
Architect
chris@klimaarchitecture.com



IMAGE 1 - LOOKING SW



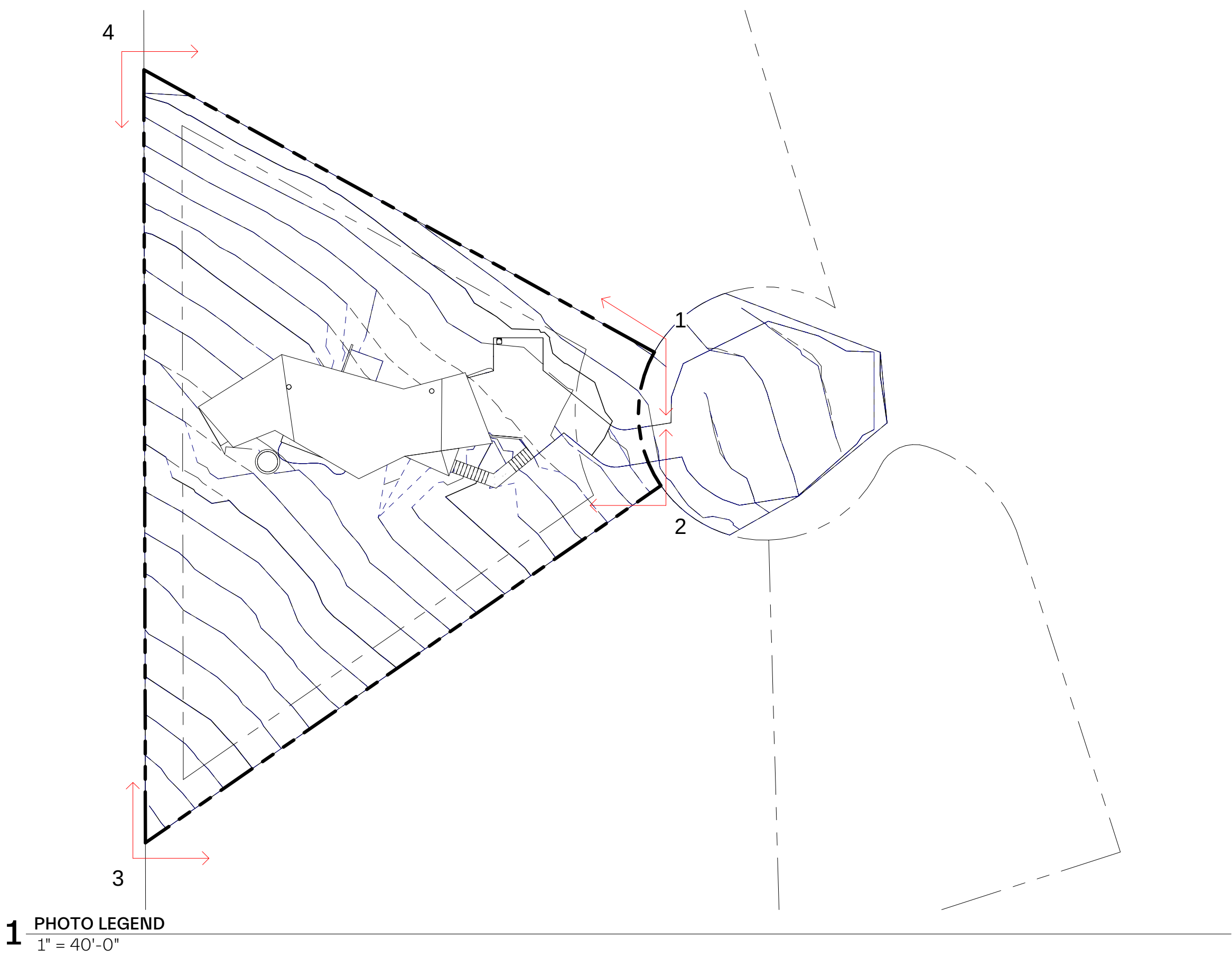
IMAGE 2 - LOOKING NW

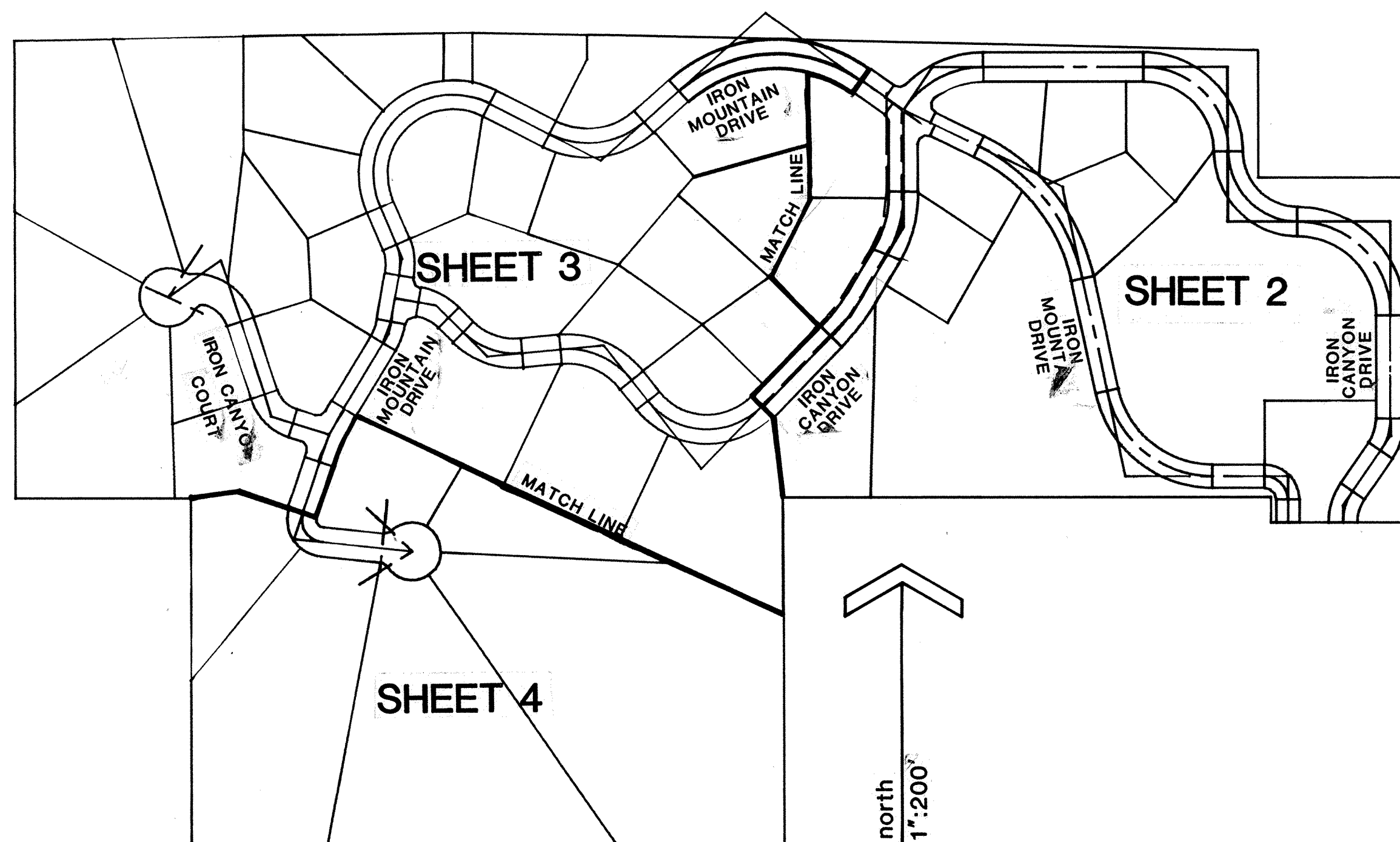


IMAGE 3 - LOOKING NE

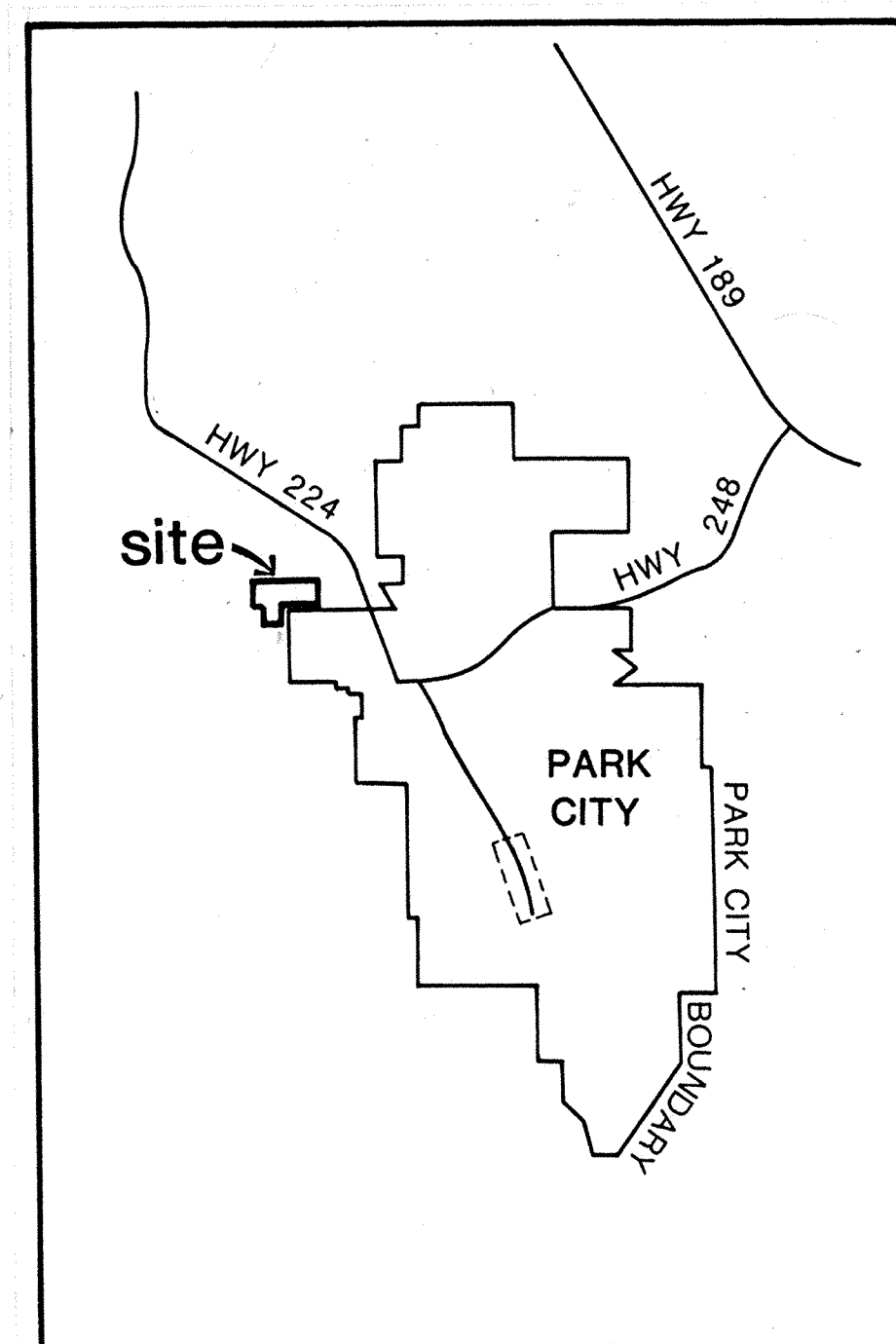


IMAGE 4 - LOOKING SE





INDEX MAP



VICINITY MAP

IRON CANYON

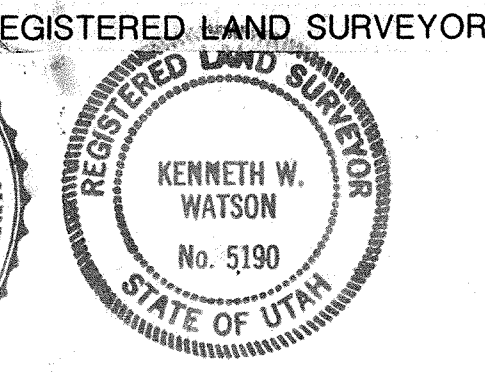
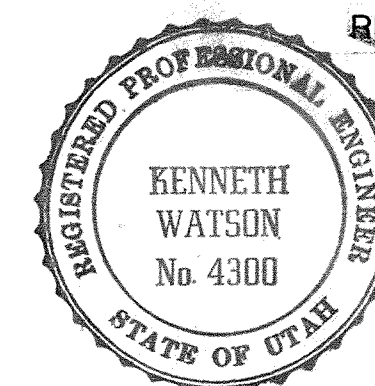
PREPARED FOR
THE BOYER COMPANY
675 EAST 500 SOUTH
SALT LAKE CITY, UTAH

PREPARED BY
ECKHOFF, WATSON & PREATOR
1798 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH

SURVEYOR'S CERTIFICATE

I, KENNETH W. WATSON, A REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR, HOLD CERTIFICATE NO. 5190, AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith, AND HAVE SUB-DIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TO BE HERE-AFTER KNOWN AS IRON CANYON, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

SIGNED ON THIS 29 DAY OF Sept., 1983



NOTE

1. LOTS 12, 14, 15, 27, 33, 34, 40, 42 AND 43 MAY TAKE ADVANTAGE OF SETBACK VARIANCE ALLOWED AS PER SECTION 4-5.5.3 OF THE LAND MANAGEMENT CODE.
2. PARK CITY WILL NOT ACCEPT STREETS FOR DEDICATION UNTIL 24 OF THE 45 LOTS HAVE BEEN OCCUPIED.
3. ALL EXTERIOR BUILDING MATERIALS SHALL BE CLASS 1-RATED FLAME-SPREAD MATERIALS IN ACCORDANCE WITH UBC 4202. ALL RESIDENCES SHALL BE FIRE SPRINKLED IN ACCORDANCE WITH UBC 38-1-82.

LEGAL DESCRIPTION

IRON CANYON LEGAL DESCRIPTION

A parcel of land located in the S.W. 1/4 of Section 5 and the N.W. 1/4 of Section 8, T2S, R4E, Salt Lake Base and Meridian being further described as follows:

Beginning at a point on the south line of the S.W. 1/4 of said Section 5, said point being South 89°21'00" West 246.55 feet from the South 1/4 corner of said Section 5 to the prolongation of an existing wood rail fence running northerly; thence along the prolongation of said fence South 0°04'12" West 11.37 feet to the northerly line of the Quitclaim deed exhibit "B" as stated in book M 58 page 60 of recorded document in the Summit County recorder's office; thence West 244.02 feet; thence North 44.00 feet to the Northeast corner parcel of land described in Book F page 389 as recorded in the Summit County recorder's office; thence West 840.00 feet to the N.W. corner of Thayne Canyon subdivision No. 3 as shown on said subdivision plat; thence South 600.00 feet; thence West 1020.00 feet; thence North 543.50 feet to the South line of said Section 5; thence South 89°21'00" West 278.64 feet to the S.W. corner of said Section 5; thence North 0°12'32" West along said section line 842.84 feet, to a point on the boundary line agreement as stated in book M 230 page 626 and recorded in the Summit County recorder's office; thence North 88°50'23" East 376.77 feet; thence North 89°19'58" East 395.03 feet; thence South 88°50'22" East 1350.28 feet to a point that is defined in the boundary line agreement recorded in book M 230 page 626 in the Summit County recorder's office, the South 1/4 corner of said Section 5 as referenced in said boundary line agreement is located West 2639.77 feet from the S.E. corner of said Section 5; thence South 222.96 feet to the prolongation of an existing fence running easterly; thence along said fence and the prolongation of said fence North 89°34'50" East 264.75 feet to the prolongation of an existing rail fence running southerly; thence along said prolongation and said fence line South 0°04'12" West 579.66 feet to the point of beginning. Containing 56.21 acres more or less.

Basis of bearings being the south line of Section 4, T2S, R4E, Salt Lake Base and Meridian which has a bearing of South 89°49'21" West.

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND BELOW, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS IRON CANYON, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER INCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF October, 1983.

SIGNED Alfred Boyer, Gerald Boyer, The Boyer Company SIGNED _____

SIGNED _____ SIGNED _____

SIGNED _____ SIGNED _____

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF Salt Lake } s.s.

ON THE 13th DAY OF October A.D. 1983, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Salt Lake, IN THE STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, one IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

DeAnn D. Balli
NOTARY PUBLIC
RESIDING AT Salt Lake City
MY COMMISSION EXPIRES: 4-28-85

CITY COUNCIL APPROVAL

PRESENTED TO PARK CITY
CITY COUNCIL THIS 27th DAY OF OCTOBER
A.D. 1983, John C. Price Sr., Mayor
ATTEST William R. Gathorn, Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK
CITY CITY ENGINEERING DEPARTMENT ON
THIS 20th DAY OF OCTOBER A.D. 1983.
Eric W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE 22nd
CITY PLANNING COMMISSION ON THIS 27th DAY
OF October A.D. 1983.

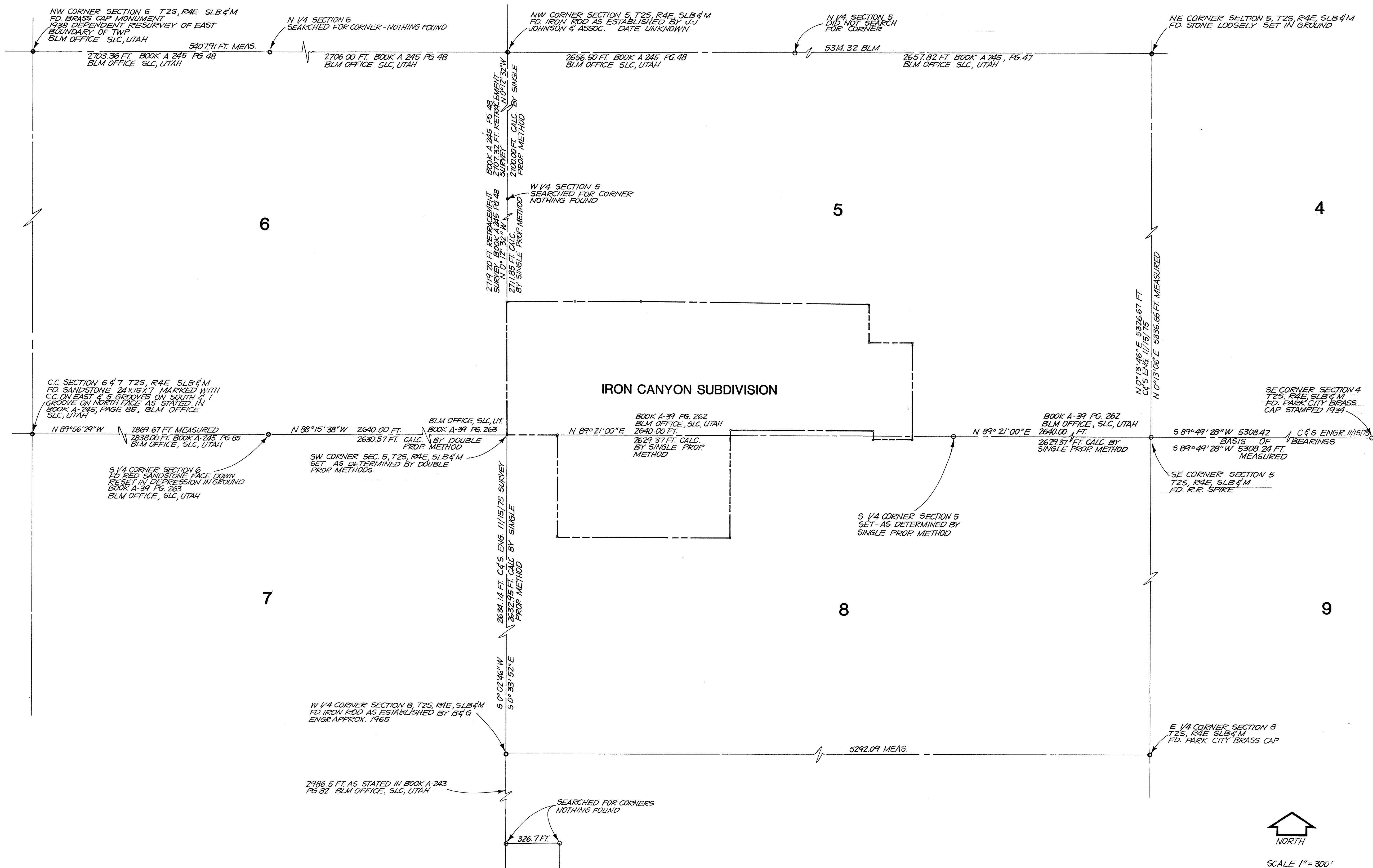
APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 27
DAY OF October A.D. 1983.
Thomas E. Clyde
CITY ATTORNEY

RECORDED

No. 212520 Date: 10-28-83
STATE OF Utah At: 4:09
COUNTY OF Summit Fee: \$97.00
RECORDED AND FILED AT THE REQUEST OF
Western States Title Co. Alan Springs
COUNTY RECORDER

EWP ECKHOFF, WATSON and
PREATOR ENGINEERING
ENGINEERS
PLANNERS
SURVEYORS



Project Number		Sheet Number		SHEET 2 OF 5	
The Boyer Company		675 East 500 South Salt Lake City, Utah 84102		IRON CANYON SECTION CONTROL	
Eckhoff, Watson and Preator Engineering		ENGINEERS • PLANNERS • SURVEYORS		DATE: 9/15/83	
Drawn		Checked		By	
JWW		JWW		JWW	
Date		Date		Date	
9/15/83		9/15/83		9/15/83	

9/21/03 - UPDATE

9/21/03

By

Checked

Date

9/21/03

By

Checked

Date

9/21/03

By

Checked

Date

9/21/03

By

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Date

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Approved

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Date

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Scale

Approved

Date

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Scale

Approved

Date

Eckhoff, Watson and
Pretor Engineering

ENGINEERS • PLANNERS • SURVEYORS

The Boyer Company

675 East 500 South Salt Lake City, Utah 84102

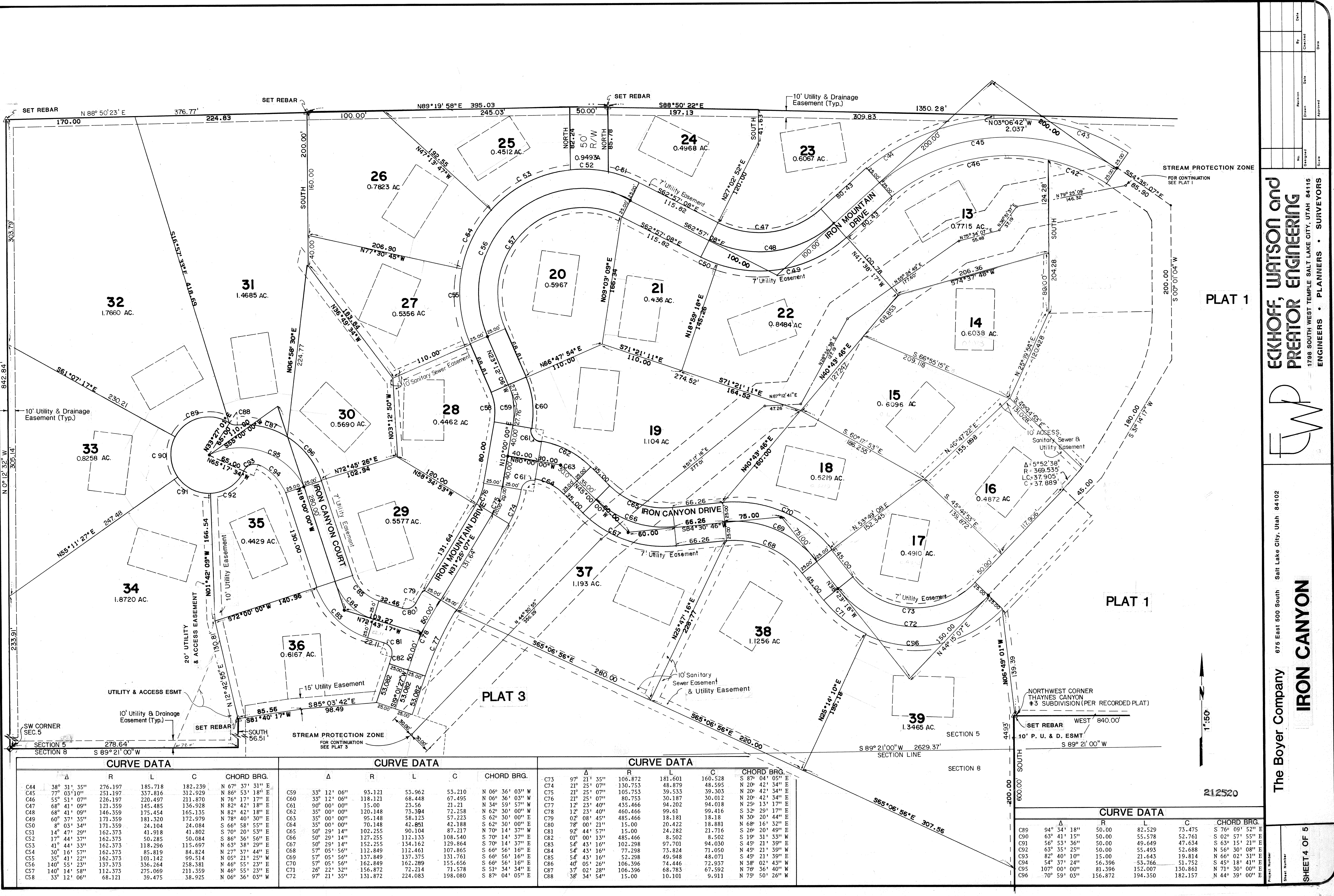
IRON CANYON

SHEET 3 OF 5

CURVE DATA					CHORD BEARING
Δ	R	L	C		
C2	34° 44' 37"	120.896	73.31	72.192	N 17° 22' 18" E
C3	34° 44' 37"	70.896	42.990	42.335	N 17° 22' 18" E
C4	34° 44' 37"	95.896	58.15	57.263	N 17° 22' 18" E
C5	34° 44' 37"	120.896	73.31	72.192	N 17° 22' 18" E
C6	34° 44' 37"	70.896	42.99	42.335	N 17° 22' 18" E
C7	34° 44' 37"	95.896	58.15	57.263	N 17° 22' 18" E
C8	90° 00' 00"	75.00	117.81	108.066	N 45° 00' 00" W
C9	90° 00' 00"	125.00	196.350	176.777	N 45° 00' 00" W
C10	27° 34' 43"	129.575	62.369	61.769	S 27° 04' 01" E
C11	86° 41' 18"	184.195	275.472	250.508	N 47° 09' 21" E
C12	08° 57' 58"	129.575	20.277	20.275	S 08° 47' 41" E
C13	38° 10' 09"	40.00	26.647	26.157	S 70° 54' 56" E
C14	23° 30' 09"	217.529	89.230	88.606	N 52° 36' 28" W
C15	51° 49' 51"	40.00	36.185	34.964	S 25° 54' 56" E
C16	36° 32' 41"	129.575	62.369	61.769	S 27° 04' 01" E
C17	13° 05' 09"	239.749	54.757	54.638	S 06° 33' 38" E
C18	23° 30' 09"	237.529	97.433	96.172	N 52° 36' 28" E
C19	23° 30' 09"	137.523	81.285	80.459	N 52° 36' 28" E
C20	11° 37' 22"	15.00	30.269	25.389	N 57° 49' 06" E
C21	117° 49' 08"	15.00	30.845	25.691	N 05° 26' 58" W
C22	36° 32' 41"	142.741	91.033	89.498	N 71° 43' 48" E
C23	55° 55' 16"	167.742	163.717	157.296	N 62° 02' 23" E
C24	44° 34' 51"	192.741	149.968	146.214	N 67° 42' 34" E
C25	79° 59' 44"	15.00	20.943	19.283	N 85° 25' 01" E
C26	90° 00' 00"	165.00	259.18	233.742	S 45° 00' 00" E
C27	90° 00' 00"	140.00	219.92	197.990	S 45° 00' 00" E
C28	90° 00' 00"	115.00	180.645	162.635	S 45° 00' 00" E
C29	90° 00' 00"	75.00	117.810	108.066	S 45° 00' 00" E
C30	90° 00' 00"	100.00	157.080	141.421	S 45° 00' 00" E
C31	90° 00' 00"	125.00	196.350	176.777	S 45° 00' 00" E
C32	90° 00' 00"	100.00	157.080	141.421	S 45° 00' 00" E
C33	90° 00' 00"	40.00	62.832	56.569	S 45° 00' 00" E
C34	06° 08' 44"	419.535	45.00	44.978	S 34° 18' 39" W
C35	06° 52' 06"	419.535	50.291	50.261	N 40° 49' 04" E
C36	13° 00' 50"	394.535	89.613	89.420	N 37° 44' 42" E
C37	13° 00' 50"	369.535	83.937	83.754	N 37° 44' 42" E
C38	31° 13' 13"	189.749	103.594	102.119	N 15° 37' 40" E
C39	31° 13' 13"	214.749	117.016	115.574	N 15° 37' 40" E
C40	18° 08' 04"	239.749	75.882	75.566	S 22° 01' 15" W
C41	54° 36' 12"	15.00	14.295	13.760	N 27° 17' 01" W
C42	21° 12' 03"	226.197	83.698	83.221	N 65° 11' 08" W
C43	38° 31' 35"	276.197	185.718	182.239	S 73° 50' 54" E
C110	36° 32' 41"	121.575	77.544	76.236	N 22° 35' 02" W

LEGEND
• Monuments To Be Set
□ BUILDING PAD

212520
SE CORNER SECTION 4
PARK CITY MON.
S1/4 CORNER
SEC. 5
SE CORNER
SEC. 5
T.2S., R.4E., S.L.B.&M
FD. R.R. SPIKE
BASIS OF BEARING
C & S ENGINEERING SURVEY-1975



CURVE DATA					CURVE DATA					CURVE DATA					SECTION 8				
Δ	R	L	C	CHORD BRG.	Δ	R	L	C	CHORD BRG.	Δ	R	L	C	CHORD BRG.					
C44	38° 31' 35"	276.197	185.718	182.239	N 67° 37' 31" E	C59	33° 12' 06"	93.121	53.962	53.210	N 06° 36' 03" W	C73	97° 21' 35"	106.872	181.601	160.528	S 87° 04' 05" E	212520	
C45	77° 03' 10"	251.197	337.816	312.929	N 86° 53' 18" E	C60	33° 12' 06"	118.121	68.448	67.495	N 06° 36' 03" W	C74	21° 25' 07"	130.753	48.595	48.595	N 20° 42' 34" E		
C46	55° 51' 07"	226.197	220.497	211.870	N 76° 17' 17" E	C61	90° 00' 00"	15.00	23.56	21.21	N 34° 59' 57" W	C75	21° 25' 07"	105.753	39.533	39.303	N 20° 42' 34" E		
C47	68° 41' 09"	121.359	145.485	136.928	N 82° 42' 18" E	C62	35° 00' 00"	120.148	73.394	72.258	N 62° 30' 00" W	C76	21° 25' 07"	80.753	30.187	30.012	N 20° 42' 34" E		
C48	68° 41' 09"	146.359	175.454	165.135	N 82° 42' 18" E	C63	35° 00' 00"	95.148	58.123	57.223	S 62° 30' 00" E	C77	12° 23' 40"	435.466	94.202	94.018	N 25° 13' 17" E		
C49	60° 37' 35"	171.359	181.320	172.979	N 78° 40' 30" E	C64	35° 00' 00"	70.148	42.851	42.188	S 62° 30' 00" E	C78	12° 23' 40"	460.466	99.61	99.416	S 32° 29' 17" E		
C50	8° 03' 34"	171.359	24.104	24.084	S 66° 58' 55" E	C65	50° 29' 14"	102.255	90.104	87.217	N 70° 14' 37" W	C79	02° 08' 45"	485.466	18.181	18.18	N 30° 20' 44" E		
C51	14° 47' 29"	162.373	41.918	41.802	S 70° 20' 53" E	C66	50° 29' 14"	127.255	112.133	108.540	S 70° 14' 37" E	C80	78° 00' 21"	15.00	20.422	18.881	N 68° 16' 32" E		
C52	17° 44' 37"	162.373	50.285	50.084	S 86° 36' 56" E	C67	50° 29' 14"	152.255	134.162	129.864	S 66° 56' 16" E	C81	92° 44' 57"	15.00	24.282	21.716	S 26° 20' 49" E		
C53	41° 44' 33"	162.373	118.296	115.697	N 63° 38' 29" E	C68	57° 05' 56"	112.849	112.461	107.865	S 66° 56' 16" E	C82	01° 00' 13"	485.466	8.502	8.502	S 13° 31' 33" W		
C54	30° 16' 57"	162.373	85.819	84.824	N 27° 37' 44" E	C69	57° 05' 56"	137.849	137.375	131.761	S 66° 56' 16" E	C83	54° 43' 16"	102.298	97.700	97.700	S 70° 39" E		
C55	35° 41' 22"	162.373	101.142	99.514	N 05° 21' 25" W	C70	57° 05' 56"	162.849	162.289	155.656	S 66° 56' 16" E	C84	54° 43' 16"	77.298	49.948	48.071	S 49° 21' 39" E		
C56	140° 55' 23"	137.373	336.264	258.381	N 46° 55' 23" E	C71	26° 22' 32"	156.872	72.214	71.578	S 51° 34' 34" E	C85	40° 05' 26"	74.446	72.937	72.937	N 38° 02' 43" W		
C57	140° 14' 58"	112.373	275.069	211.359	N 46° 55' 23" E	C72	97° 21' 35"	131.872	224.083	198.080	S 87° 04' 05" E	C86	37° 02' 28"	106.396	68.783	67.592	N 76° 36' 40" W		
C58	33° 12' 06"	68.121	39.475	38.925	N 06° 36' 03" W							C87	38° 34' 54"	15.00	10.101	9.911	N 75° 50' 26" W		

CURVE DATA					
Δ	R	L	C	CHORD BRG.	
C89	94° 34' 18"	50.00	82.529	73.475	S 76° 09' 52" E
C90	63° 41' 15"	50.00	55.578	52.761	S 02° 57' 55" E
C91	56° 53' 36"	50.00	49.649	47.634	S 63° 15' 21" E
C92	63° 35' 25"	50.00	55.493	52.688	N 56° 30' 08" E
C93	82° 40' 10"	15.00	21.643	19.814	N 66° 02' 31" E
C94	54° 37' 24"	56.396	53.766	51.752	S 45° 18' 41" E
C95	107° 00' 00"	81.396	152.007	130.861	N 71° 30' 00" E
C96	70° 59' 03"	156.872	194.350	182.157	N 44° 39' 00" E

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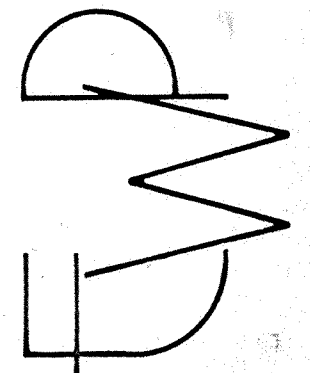
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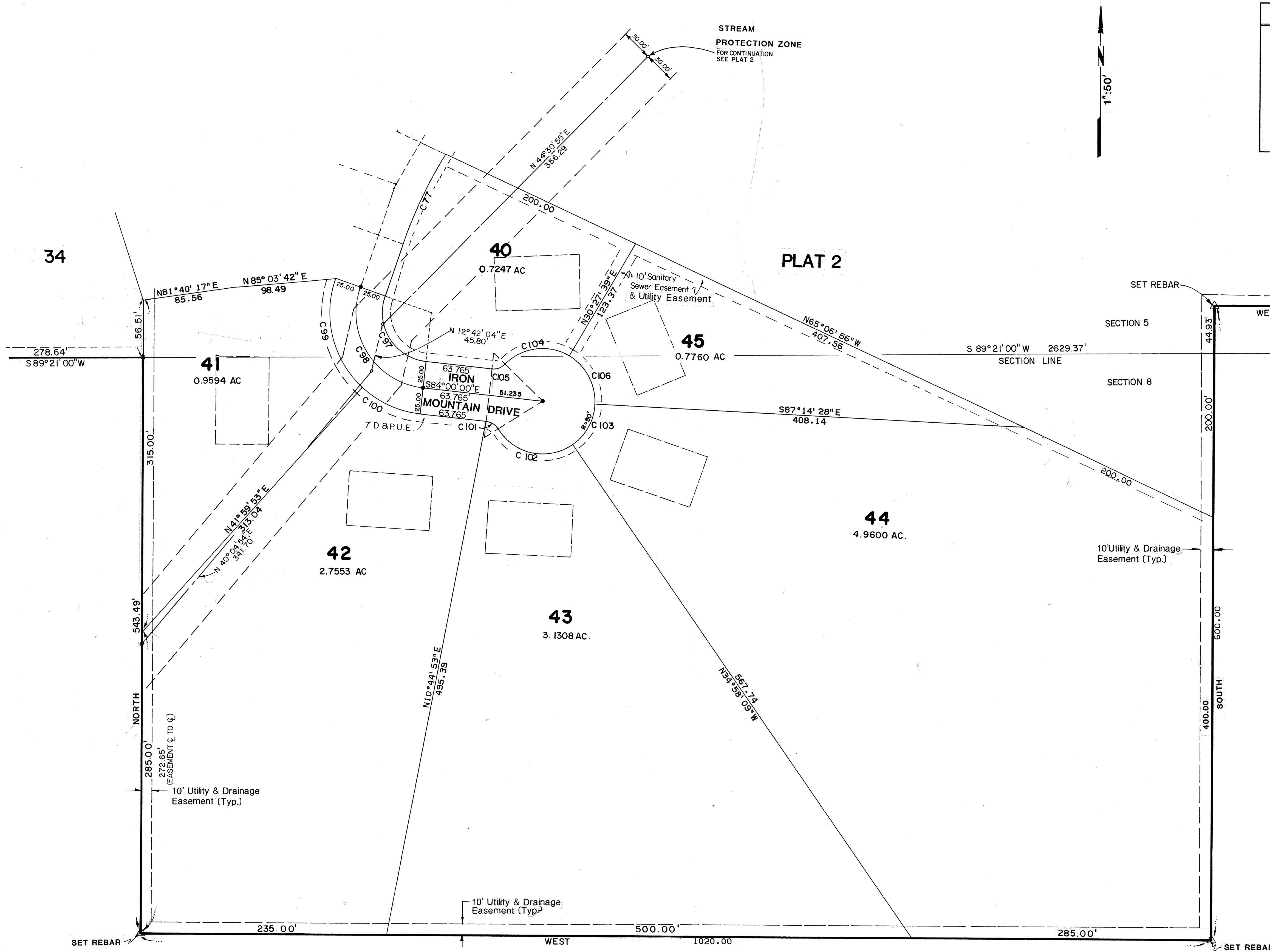
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ECKHOFF, WATSON and
PREATOR ENGINEERING
1798 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115
ENGINEERS • PLANNERS • SURVEYORS



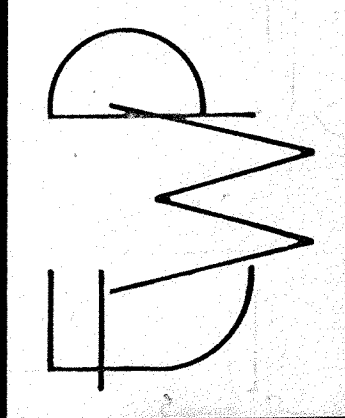
The Boyer Company 675 East 500 South Salt Lake City, Utah 84102

IRON CANYON



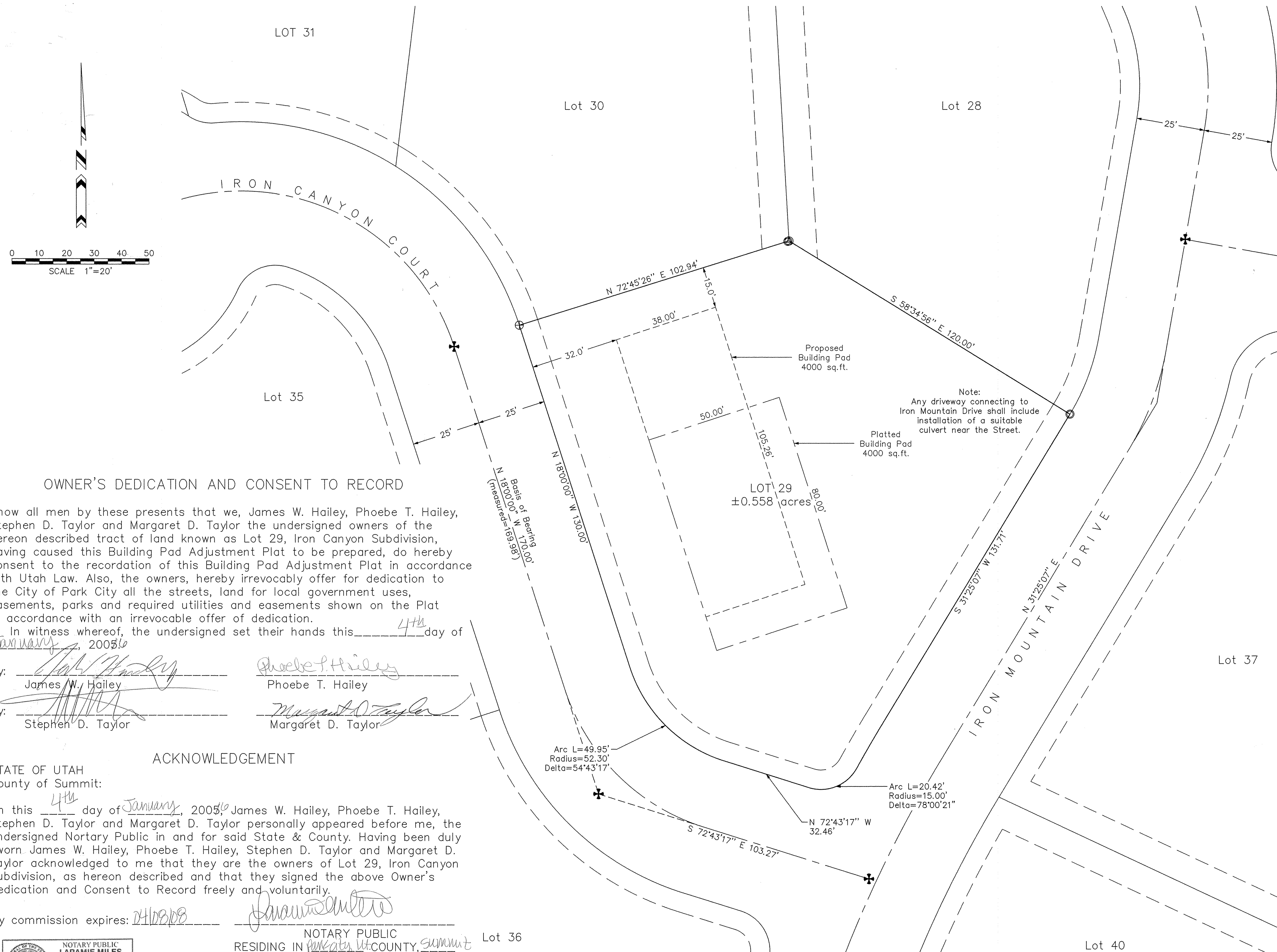
CURVE DATA					
	Δ	R	L	C	CHORD BRG.
C97	103° 01' 27"	46.558	83.717	72.886	S 32° 29' 17" E
C98	103° 01' 27"	71.558	128.67	112.023	S 32° 29' 17" E
C99	67° 01' 33"	96.558	112.956	106.625	S 14° 29' 20" E
C100	35° 59' 54"	96.558	60.667	59.674	S 56° 00' 03" E
C101	52° 01' 12"	15.000	13.619	13.156	S 57° 59' 24" E
C102	92° 59' 21"	50.00	81.148	72.531	S 78° 28' 28" E
C103	52° 16' 19"	50.00	45.616	44.050	N 28° 53' 42" E
C104	76° 28' 52"	50.00	66.742	61.896	S 82° 13' 13" W
C105	52° 01' 12"	15.00	13.619	13.156	S 57° 59' 24" E
C106	62° 17' 53"	50.00	54.365	51.727	N 28° 23' 24" W

**ECKHOFF, WATSON and
PREATOR ENGINEERING**
1788 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115
ENGINEERS • PLANNERS • SURVEYORS



The Boyer Company 675 East 500 South Salt Lake City, Utah 84102
IRON CANYON

Iron Canyon Subdivision Lot 29 Building Pad Adjustment



NARRATIVE

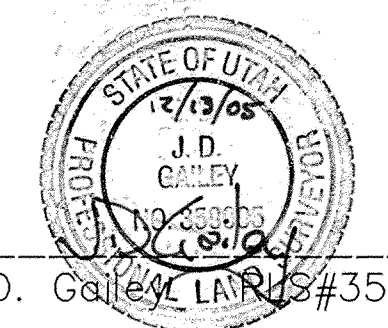
1. Survey requested by: James W. Hailey, et al.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of the Lot is 2451 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 29, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.558 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Gailey, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said property.



Dec. 13, 05
Date

J.D. Gailey, LARS#359005

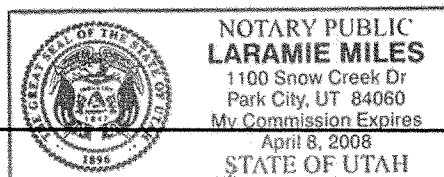
ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 4th day of January, 2005, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor personally appeared before me, the undersigned Notary Public in and for said State & County. Having been duly sworn, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor acknowledged to me that they are the owners of Lot 29, Iron Canyon Subdivision, as hereon described and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 24/08/08

NOTARY PUBLIC
RESIDING IN Park City, Utah, Summit Lot 36



Alpine Survey, Inc.
19 Prospector Dr.
Park City, Utah 84060
(435) 655-8016

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 4th DAY OF Jan, 2006

BY: [Signature]
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 12
DAY OF January, 2006 A.D.

BY: [Signature]
SUMMIT

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 5th
DAY OF JANUARY, 2005 A.D.
BY: [Signature] PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 17
DAY OF January, 2006 A.D.
BY: [Signature]
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 10 DAY
OF NOVEMBER, 2005 A.D.
BY: [Signature]
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 10th DAY OF November,
2005 A.D.
BY: [Signature]
MAYOR

#767452 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF FIRST AMERICAN TITLE
DATE 2/2/06 TIME 12:37 PM BOOK --- PAGE ---
FEE 31.00 [Signature] RECORDER

**IRON CANYON SUBDIVISION
AMENDMENT TO LOT 11**

LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 11 IRON CANYON SUBDIVISION PLAT
AMENDMENT.

Known all men by these presents: That the undersigned are the owners of the herein
described tract of land, hereafter to be known as the Lot 11 Iron Canyon Subdivision Plat
Amendment. In witness to thereof we have here into set our hands this ____ day of ____
2006.

Michael E. Corcoran Gail B. Corcoran
Michael E. Corcoran Gail B. Corcoran

ACKNOWLEDGMENT

State of Utah Connecticut
County of Summit Fairfield

On this 23 day of June, 2006, personally appeared before me, the undersigned
Notary Public, in and for said County of Summit, in said State of Utah, Michael E. Corcoran and Gail B.
Corcoran, being duly sworn acknowledged to me that they are the owner of the herein described tract
of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Leslie A. Marchese
Notary Public
State of Connecticut
My commission expires: October 31, 2009

LEGAL DESCRIPTION

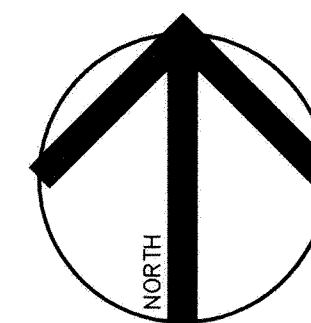
ALL OF LOT 11 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF
RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE BUILDING PAD TO
BETTER REFLECT THE LOCATION OF THE CURRENT AND PROPOSED STRUCTURE
ON THE LOT.

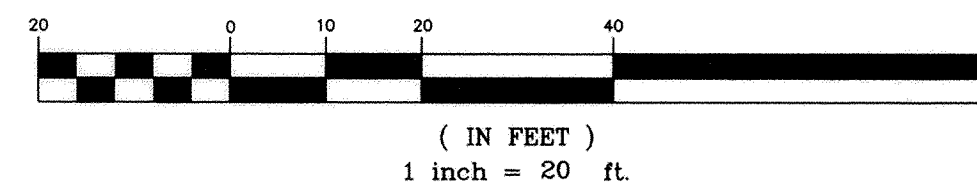
ORIGINAL BUILDING PAD AREA	PROPOSED BUILDING PAD AREA
4,000 SQUARE FEET	3983.3 SQUARE FEET

BUILDING PAD AREA DECREASED
16.7 SQUARE FEET

[2425] ADDRESS ON IRON CANYON DRIVE



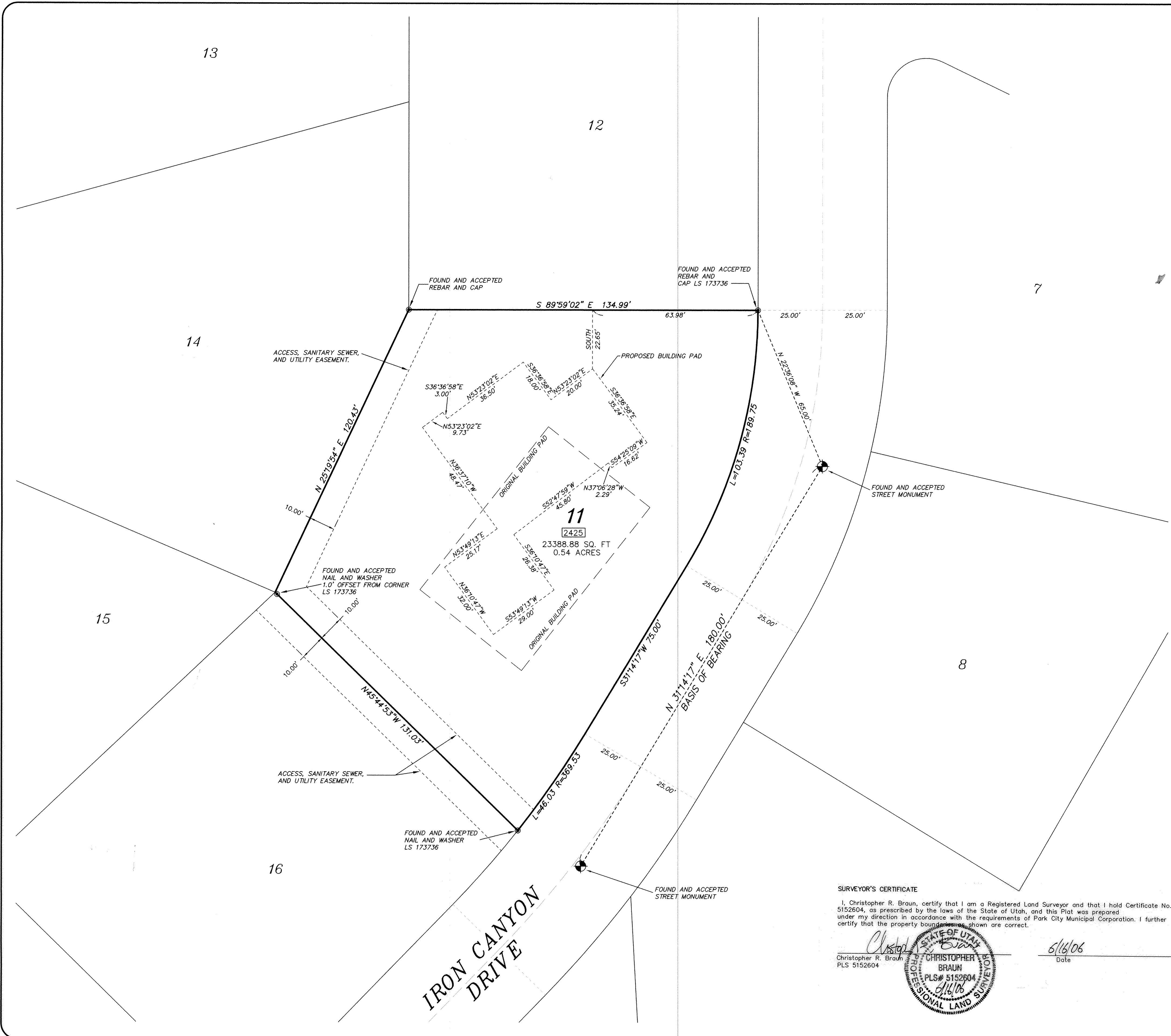
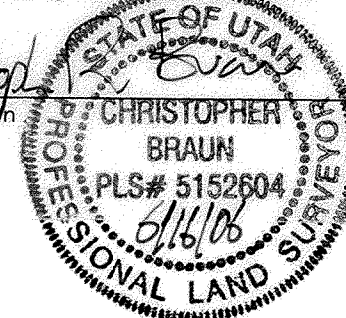
GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No.
5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared
under my direction in accordance with the requirements of Park City Municipal Corporation. I further
certify that the property boundaries shown are correct.

Christopher R. Braun 6/16/06
PLS 5152604 Date



CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF PARK CITY
CITY COUNCIL THIS 1st DAY OF JUNE
A.D. 2006. AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.
Dana Williams
MAYOR
Paul M. Satt
CITY RECORDER

CITY ENGINEER
APPROVED AND ACCEPTED BY THE
PARK CITY CITY ENGINEERING DEPART-
MENT ON THIS 10th DAY OF JULY
A.D. 2006.
Eric W. O'Hanlon PE
CITY ENGINEER

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK
CITY PLANNING COMMISSION ON THIS 24th
DAY OF MAY A.D. 2006.
Michael
CHAIRMAN

SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE
BASIN WATER RECLAMATION DISTRICT
STANDARDS THIS 16th DAY OF June
A.D. 2006.
B. D. L.
S.B.W.R.D.

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 11th
DAY OF August A.D. 2006.
Paul S. M.
CITY ATTORNEY

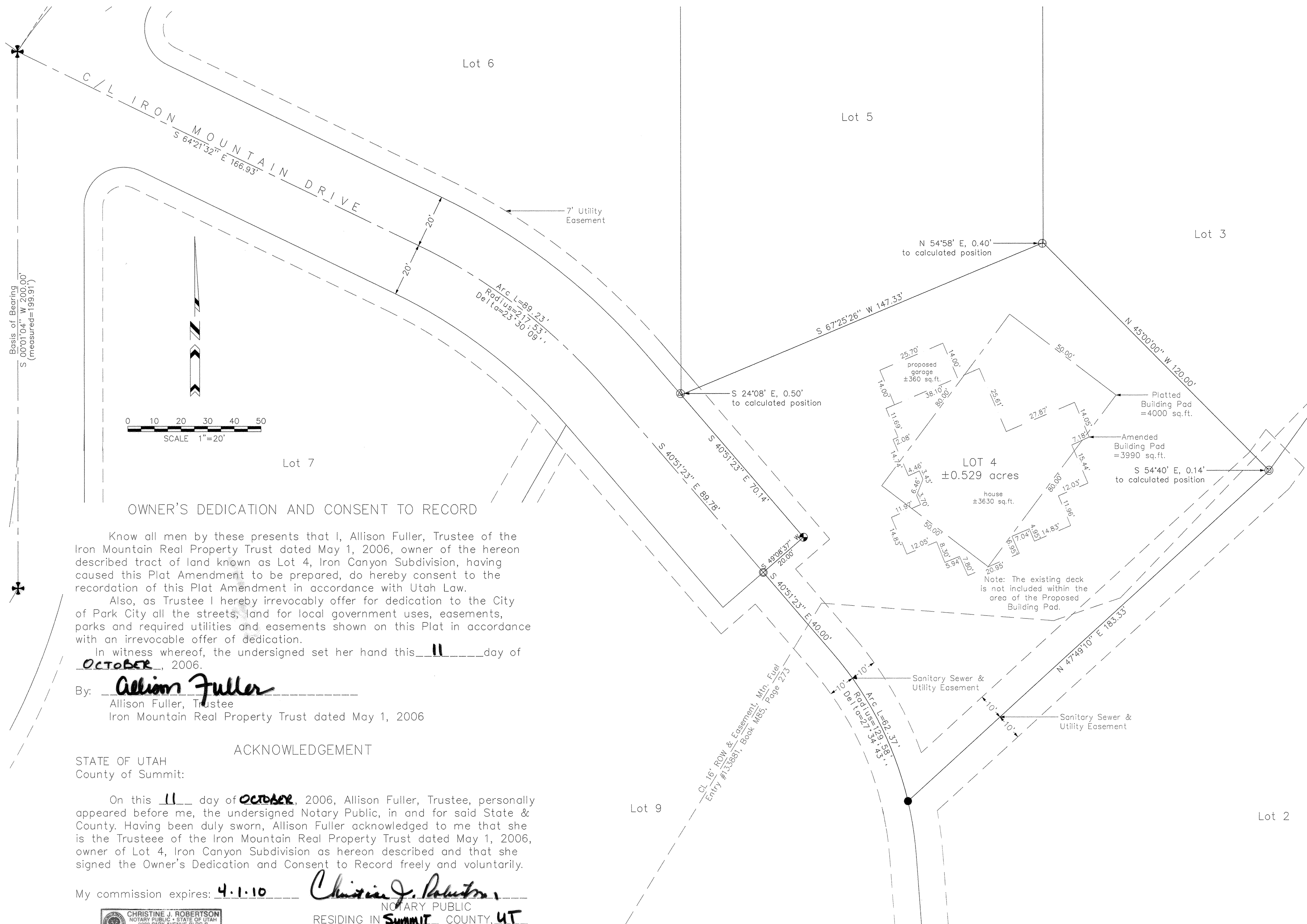
RECORDED
No. 788378
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Equity Title
Date: 8-24-06 Time: 8:38 A.M.
Fee: \$31.00 Denise B. Bowen Deputy
COUNTY RECORDER

PARK CITY SURVEYING
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

Iron Canyon Subdivision

Lot 4

Plat Amendment



NARRATIVE

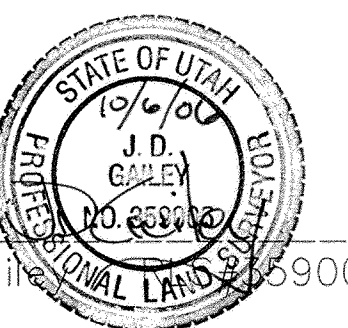
1. Survey requested by: Allison Fuller.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of Lot 4 is 2409 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 4, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.529 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Gailey, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said property.



10/6/06
Date

J.D. Gailey, License No. 359005

Legend

- ✦ Found Street Monument
- ⊕ Found rebar & cap-LS 173736
- ⊗ Found rebar & cap-LS 154491
- ⊙ Found rebar & cap-LS 163486
- ⊖ Found rebar & cap-unreadable
- Found 5/8" rebar-no cap
- ⊙ Found rebar & cap-LS 359005
- Utility & Drainage Easement
- Platted Building Pad
- Proposed Building Pad

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that I, Allison Fuller, Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of the hereon described tract of land known as Lot 4, Iron Canyon Subdivision, having caused this Plat Amendment to be prepared, do hereby consent to the recordation of this Plat Amendment in accordance with Utah Law.

Also, as Trustee I hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this 11 day of OCTOBER, 2006.

By: Allison Fuller
Allison Fuller, Trustee
Iron Mountain Real Property Trust dated May 1, 2006

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 11 day of OCTOBER, 2006, Allison Fuller, Trustee, personally appeared before me, the undersigned Notary Public, in and for said State & County. Having been duly sworn, Allison Fuller acknowledged to me that she is the Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of Lot 4, Iron Canyon Subdivision as hereon described and that she signed the Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 4.1.10



Christine J. Robertson
NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY, UT

Alpine Survey, Inc.
19 Prospector Dr.
Park City, Utah 84060
(435) 655-8016

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 11 DAY OF OCTOBER, 2006.
BY: B. D. S.
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 23rd
DAY OF August, 2006 A.D.
BY: M. H. S.
CHAIRMAN

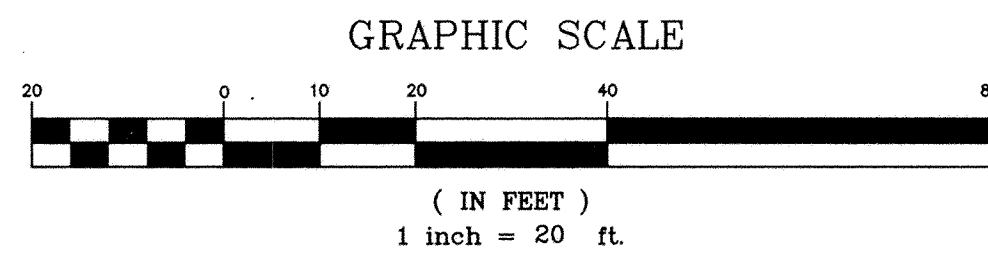
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 17th
DAY OF OCTOBER, 2006 A.D.
BY: Chris W. O'Leary
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 27th
DAY OF October, 2006 A.D.
BY: M. H. S.
PARK CITY ATTORNEY

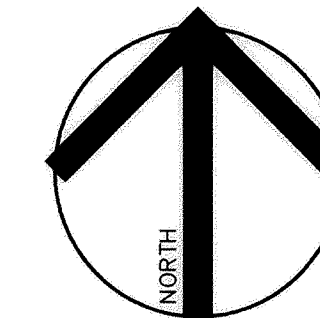
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 14th DAY
OF September, 2006 A.D.
BY: Shawn M. Smith
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 14th DAY OF September,
2006 A.D.
BY: Dana Williams
MAYOR

795864 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Equity Title
DATE 11-6-06 TIME 10:57 AM BOOK --- PAGE ---
FEE \$31.00 RECORDER Daniel A. Brown, Deputy



IRON CANYON LOT 5 AMENDED SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Park City Municipal Corporation. I further certify that the property boundaries as shown are correct.

Christopher R. Braun
PLS # 5152604
11/16/06

10/16/06
Date

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 5 IRON CANYON SUBDIVISION PLAT AMENDMENT.

Known all men by these presents: That the undersigned is the owner of the herein described tract of land, hereafter to be known as IRON CANYON LOT 5 AMENDED SUBDIVISION. In witness to thereof we have here into set our hands this ____ day of ____ 2006.

Keith C. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004
SCOTT L. JAFFA NOVEMBER 30, 2006

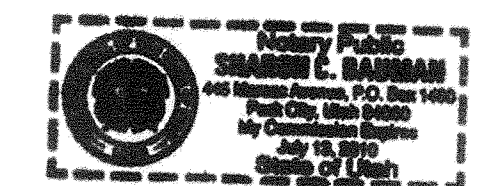
Connie R. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004

ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this 30 day of November, 2006, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Keith C. Barnhart and Connie R. Barnhart, Trustees of The Barnhart Family Trust dated February 28, 2004, being duly sworn acknowledged to me that they are the owner of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Sharon C. Bauman My commission expires: 7-13-2010
Notary Public



LEGAL DESCRIPTION

ALL OF LOT 5 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES SHOWN ON THE RECORDED IRON CANYON SUBDIVISION PLAT AND MUST MAINTAIN A MAXIMUM AREA EQUAL TO OR LESS THAN THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.

PROPOSED BUILDING PAD SIZE: 3824 SQ. FEET

ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.

THE STREET ADDRESS OF LOT 5 IS 2414 IRON CANYON DRIVE.

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS 28th DAY OF SEPTEMBER A.D. 2006. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

John Williams
Mayor
Justin Satt
City Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 30th DAY OF NOVEMBER A.D. 2006

Eric W. DeHoon PE
City Engineer

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 13th DAY OF SEPTEMBER A.D. 2006.

Michael Cohen
Chairman

SEWER DISTRICT APPROVAL

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17th DAY OF November A.D. 2006.

B. D. A.
S.W.R.D.

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 12th DAY OF December A.D. 2006

Paul S. Meli
City Attorney

RECORDED

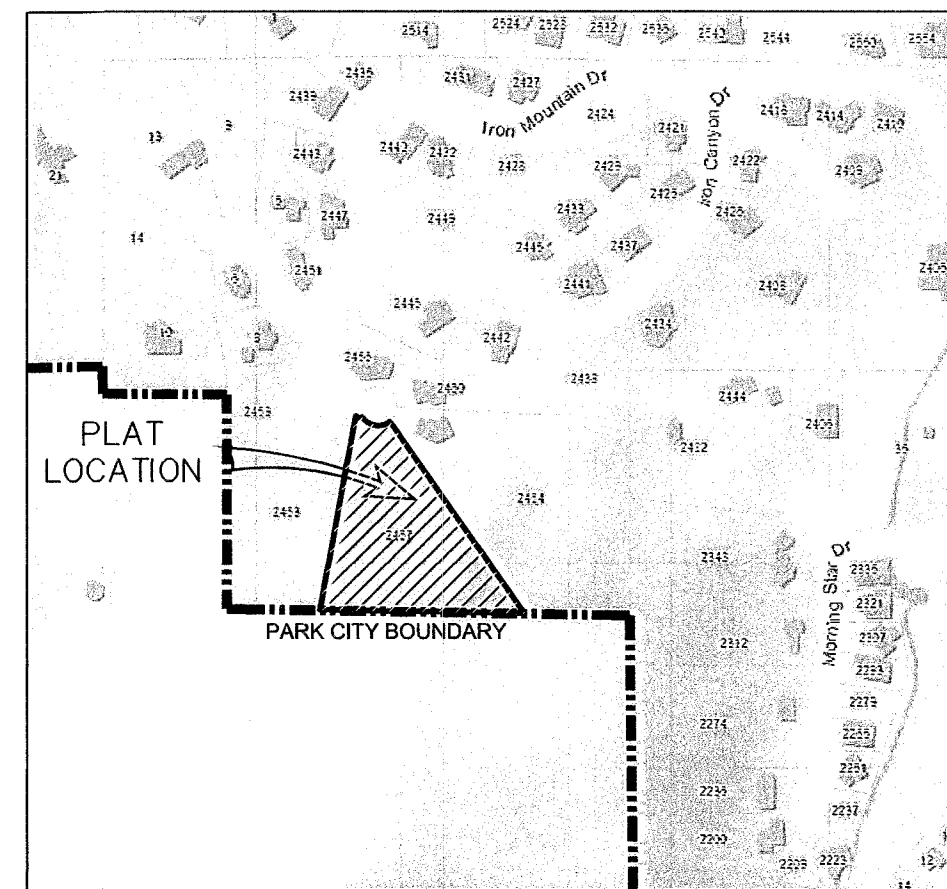
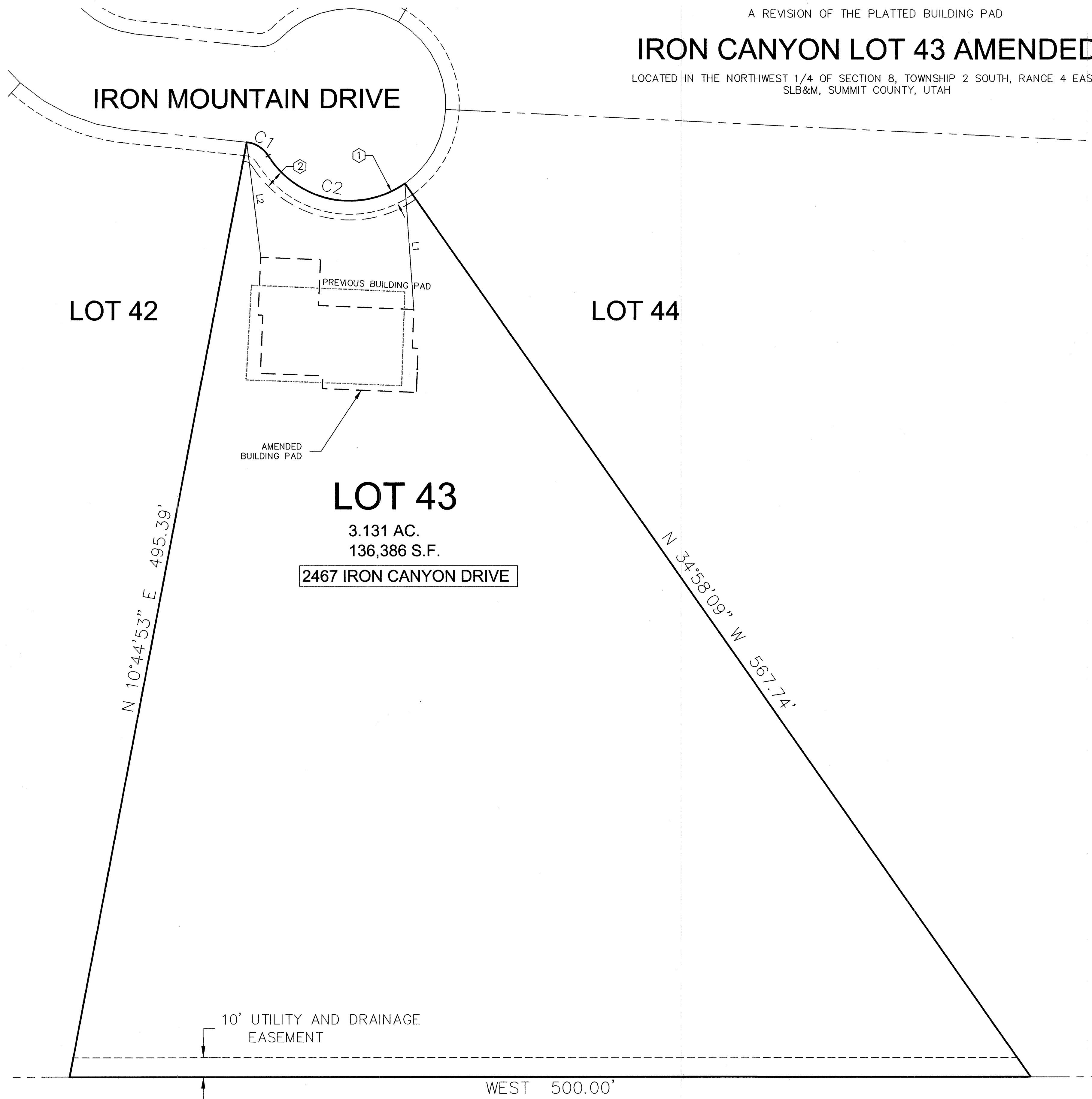
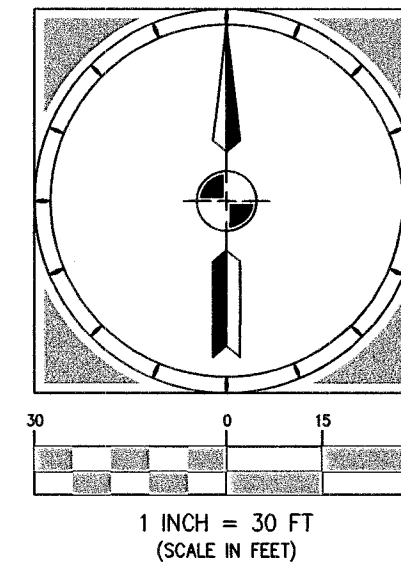
No. 799969 DATE 12/22/06 TIME 3:19 PM
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
FIRST AMERICAN TITLE CO OF UTAH
FEE \$ 31.00
Alan Spriggs
County Recorder

PCS
PARK CITY SURVEYING, INC.
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

A REVISION OF THE PLATTED BUILDING PAD

IRON CANYON LOT 43 AMENDED

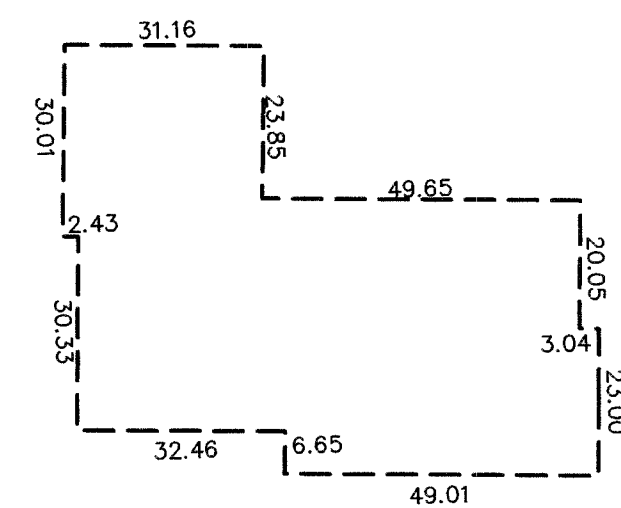
LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SLB&M, SUMMIT COUNTY, UTAH



VICINITY MAP

LINE	BEARING	DISTANCE
L1	S 04°04'42" E	65.77
L2	S 06°55'00" E	60.37

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	13.62	15.00	52°01'12"	S 57°59'24" E	13.16
C2	81.15	50.00	92°59'21"	S 78°28'28" E	72.53



NEW BUILDING PAD DIMENSIONS

LEGEND

———	LOT 43 PROPERTY LINES
———	ADJACENT PROPERTY LINES
---	7' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LINE
---	10' WIDE SNOW STORAGE EASEMENT

BOUNDARY DESCRIPTION

ALL OF LOT 43 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

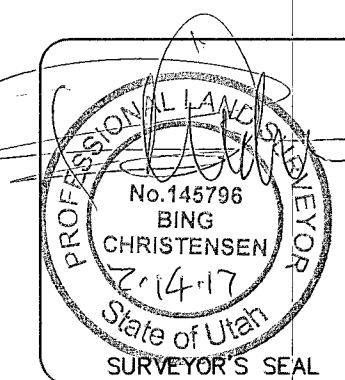
SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

- I HAVE REVIEWED THIS PLAT AS IT RELATES TO AN ADJUSTMENT TO THE BUILDING PAD SIZE AND LOCATION ON LOT 43 OF THE IRON CANYON PLAT.
- THE BOUNDARY OF LOT 43 OF THE IRON CANYON PLAT IS UNCHANGED FROM THE IRON CANYON PLAT ON FILE AND RECORDED WITH THE SUMMIT COUNTY RECORDERS OFFICE.

Bing Christensen
BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

7-14-17
DATE



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HEREAFTER TO BE KNOWN AS IRON CANYON LOT 43 AMENDED HEREBY CONSENTS TO RECORD THIS PLAT AMENDMENT AND HEREBY GRANT EASEMENTS TO PARK CITY SHOWN HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 15 DAY OF JULY, 2017.

Kyle Conti
KYLE CONTI, A MARRIED MAN

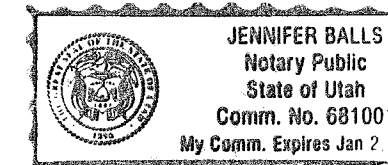
Kyle Conti
PRINTED NAME

7-15-2017
DATE

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASATCH S.S.

ON THIS 15 DAY OF JULY, 2017, KYLE CONTI PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN/ AFFIRMED THAT HE ACKNOWLEDGED TO ME THAT HE SIGNED THIS PLAT AMENDMENT FOR THE PURPOSES STATED HEREIN.

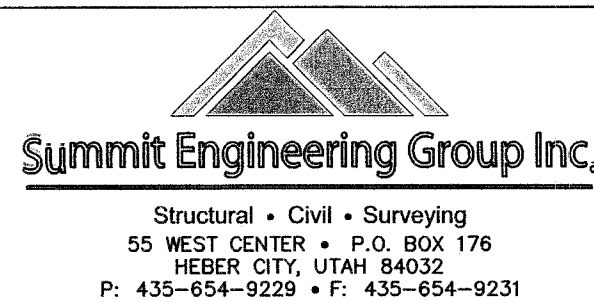


Jennifer Balls
JENNIFER BALLS
NOTARY PUBLIC

PLAT NOTES

- THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES AS PER THE LAND MANAGEMENT CODE, "SECTION 15-2.11-3 LOT AND SITE REQUIREMENTS" UNLESS OTHERWISE NOTED. THE MAXIMUM AREA AREA MUST BE LESS THAN OR EQUAL TO THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.
- THE PREVIOUS BUILDING PAD IS ADJUSTED TO MATCH NEW BUILDING PAD. SIZE OF BUILDING PAD IS 4,000 SQ. FEET
- ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.
- THE STREET ADDRESS OF LOT 43 IS 2467 IRON MOUNTAIN DRIVE.
- MODIFIED 13-D SPRINKLERS ARE REQUIRED BY THE CHIEF BUILDING OFFICIAL FOR NEW CONSTRUCTION AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
- THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2017-18.

JOB NO.: C16-041 FILE: Z:/CURRENT PROJECTS/ C16-041/WORKING FILES/ SURVEY/ LOT 43-PLAT AMENDMENT FINAL.DWG



COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 27TH DAY OF APRIL, 2017.

Paul Thomas
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 11 DAY OF July, 2017.

Michelle Kellogg
PARK CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 23rd DAY OF July, 2017.

Paul G. Hill
PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 12TH DAY OF APRIL, 2017.

Steve S. Joyce
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE ON THIS 12 DAY OF July, 2017.

Mike Conti
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17th DAY OF July, 2017.

B. O. L.
S.B.W.R.D.

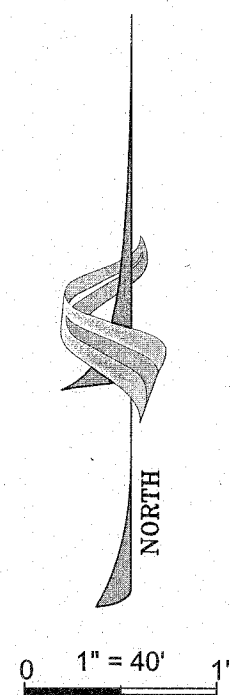
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF: FIRST AMERICAN TITLE CO

DATE 8/16/17 TIME 11:36am BOOK — PAGE —
ENTRY # 1075566 FEE \$31.00 COUNTY RECORDER C. Willmally-deputy

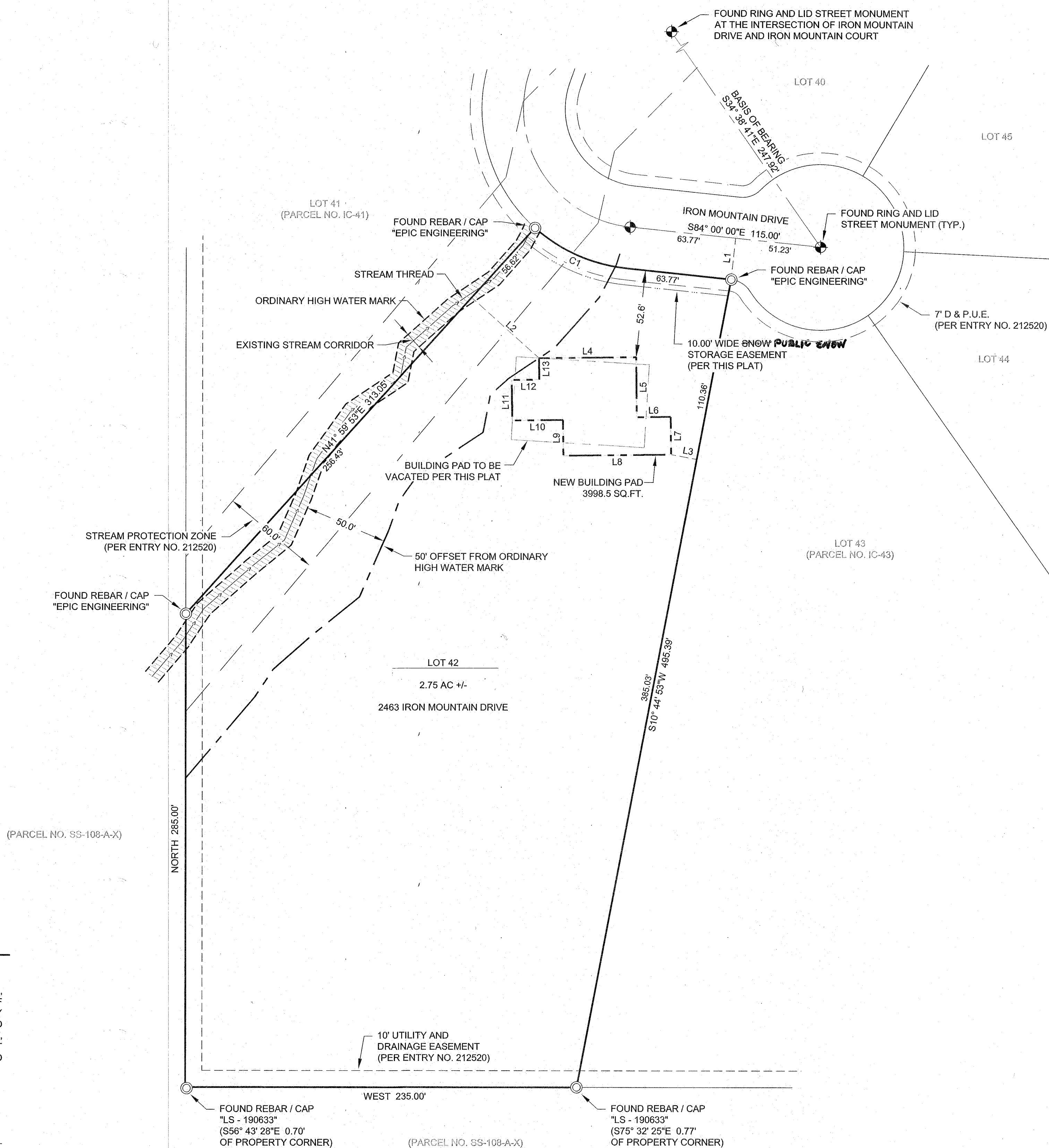
IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

LOCATED IN THE:
NORTHWEST QUARTER SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



Parcel Line Table		
Line #	Length	Direction
L1	25.00	S06°00'00"W
L2	54.43	S48°00'07"E
L3	15.64	S79°15'07"E
L4	58.35	N89°20'34"E
L5	36.07	S00°39'26"E
L6	20.39	N89°20'34"E
L7	22.80	S00°39'26"E
L8	64.73	S89°20'34"W
L9	21.56	N00°39'26"W
L10	30.46	S89°20'34"W
L11	24.35	N00°39'26"W
L12	16.46	N89°20'34"E
L13	12.95	N00°39'26"W

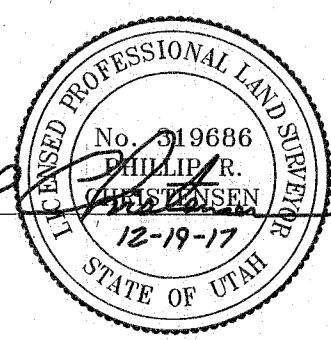
Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	60.66	96.59	35°58'54"	59.67



SURVEYOR'S CERTIFICATE

I, PHILLIP R. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 319686, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE ADJUSTED THE BUILDING PAD LOCATION AND SIZE, TOGETHER WITH A SNOW STORAGE EASEMENT, HEREAFTER TO BE KNOWN AS IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PHILLIP R. CHRISTENSEN
P.L.S. 319686



DATE
DECEMBER 19, 2017

PARK CITY COUNCIL - APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: *Andy B.*
PARK CITY MAYOR

PARK CITY RECORDER - CERTIFICATE OF ATTEST

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: *Michael Kelly*
PARK CITY RECORDER

PARK CITY ATTORNEY - APPROVAL AS TO FORM

APPROVED AS TO FORM

THIS 2nd DAY OF February, 2018 A.D.

BY: *Robert G. Hill*
PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

ON BEHALF OF THE PARK CITY PLANNING COMMISSION, THIS 27 DAY OF SEPTEMBER, 2017 A.D., AT WHICH TIME THIS SUBDIVISION WAS APPROVED.

BY: *Steve*
CHAIR - PARK CITY PLANNING COMMISSION

PARK CITY - ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE, ON THIS 1st DAY OF February, 2018 A.D.

BY: *Mark*
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 5th DAY OF January, 2018 A.D.

BY: *B. D. G.*
S.B.W.R.D. REVIEWER

SUMMIT COUNTY RECORDER

STATE OF UTAH COUNTY OF SUMMIT

RECORDED AND FILED AT THE REQUEST OF:

HOWARD R. ROTHWELL

DATE 2/1/18 TIME 11:20 AM ENTRY NO. 1086169

BOOK PAGE FEE \$

BY: *C. Willoughby* SUMMIT COUNTY RECORDER

IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

NW1/4 SEC. 8, T.2S, R.4E., SLB&M,
PARK CITY, SUMMIT COUNTY, UTAH

epic
ENGINEERING
2341 South 4000 West
West Valley, Utah 84140
(801) 965-9900
90 East 100 South
Hobart City, Utah 84022
(435) 965-9900

PROJECT #: 17SM1891.25
DATE: 12/19/2017
DRAWN: JD
CHECKED: PC
SHEET NO: 1 OF 1

Proposed Tree Care Services

Tree Quantity: 83

Proposal Value: \$0

July 19, 2022

Proposal #: 415014



Tree Care Service Address/Location

Tree Inventory
14 Iron Canyon Ct
Park City, Utah 84060
Chris Price
chris@klimaarchitecture.com
tel:435-513-2178

Tree Care Service Billing Address

Klima
14 Iron Canyon Ct
Park City, Utah 84060
Chris Price
chris@klimaarchitecture.com
tel:435-513-2178

Low Stump Tree Service

3560 Beaver Creek Rd
Kamas, Utah
Patty Xavier
patty@lowstump.com
tel:435-200-5730

	Species	Qty	Height	DBH	Service	Price
#1	Gambel Oak	1			South west property corner. Grove of oak. Ranging from 4-6" diameter and 12'-15' tall. / Dimensions: 20'x27'	\$0
#2	Gambel Oak	1			South West Property Corner, Grove of Oak. Ranging from 4-9" diameter and 12'-18' tall. / Dimensions: 31'x27'	\$0
#3	Gambel Oak and Quaking Aspen	1			7 Aspens ranging from 2.5'-4' diameter and 15'-18' tall. 4 Scrub oak ranging from 5'-7' diameter and 16'-18' tall. / Dimensions: 17'x20'	\$0
#4	Quaking Aspen	1	20'	8"		\$0
#5	Gambel Oak	1			Clump of 6 Scrub Oak ranging from 3"-6" in diameter and 15'-18' tall. / Dimensions: 12'x15'	\$0
#6	Gambel Oak and Quaking Aspen	1			4 Aspens ranging from 1'-4' diameter and 8'-18' tall. 18 Scrub oak ranging from 4'-6' diameter and 15'-18' tall. / Native service berry and immature scrub oak mixed throughout. / Dimensions: 15'x31'	\$0
#7	Gambel Oak	1			10 gamble oak, 1 standing dead and. 1" new growth throughout. Ranging from 3"-7" with 5 total 7". / Dimensions: 24'x30'	\$0
#8	Gambel Oak	1			Scrub oak grove that continues south over property border. Measured from property edge to end of clump. Ranging from 3"-8" in diameter and 10'-17' tall. / Native chokecherry and serviceberry mixed in. / Dimensions: 36'x53'	\$0
#9	Gambel Oak	1			Grove of gambel oak with native service berry mixed in. On South property border and continues past. Ranges from 3"-5.5" and 10'-15' / Dimensions: 12'x18'	\$0
#10	Gambel Oak	1			Clump from property border to trail. 2"-6" diameter and 8'-15' tall. Groves are becoming less defined with less mature oak and higher quantity. Service berry present. / Dimensions: 37'x49'	\$0
#11	Gambel Oak	1			Trail to property border on east edge. Scrub oak with few immature aspens 3"-6" diameter and 7'-18' tall. Very condensed area. / Dimensions: 42'x30'	\$0
#12	Quaking Aspen	1			Aspen grove. North of trail. / Southwest border.	\$0
#13	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #14	Quaking Aspen	1	16'-30'	7"		\$0
 #15	Quaking Aspen	1	16'-30'	6"		\$0
 #16	Quaking Aspen	1	16'-30'	6"		\$0
 #17	Quaking Aspen	1	16'-30'	13"		\$0
 #18	Quaking Aspen	1	16'-30'	9"		\$0
 #19	Quaking Aspen	1	16'-30'	8"		\$0
 #20	Quaking Aspen	1	16'-30'	6"		\$0
 #21	Quaking Aspen	1			Aspen Grove / Northwest Corner.	\$0
 #22	Quaking Aspen	1	16'-30'	13"		\$0
 #23	Quaking Aspen	1	16'-30'	9"		\$0
 #24	Quaking Aspen	1	16'-30'	7"		\$0
 #25	Quaking Aspen	1	16'-30'	6"		\$0
 #26	Quaking Aspen	1	16'-30'	9"		\$0
 #27	Quaking Aspen	1	16'-30'	7"		\$0
 #28	Quaking Aspen	1	16'-30'	7"		\$0
 #30	Quaking Aspen	1	16'-30'	8"		\$0
 #31	Quaking Aspen	1	16'-30'	8"		\$0
					Sub-Total	\$0

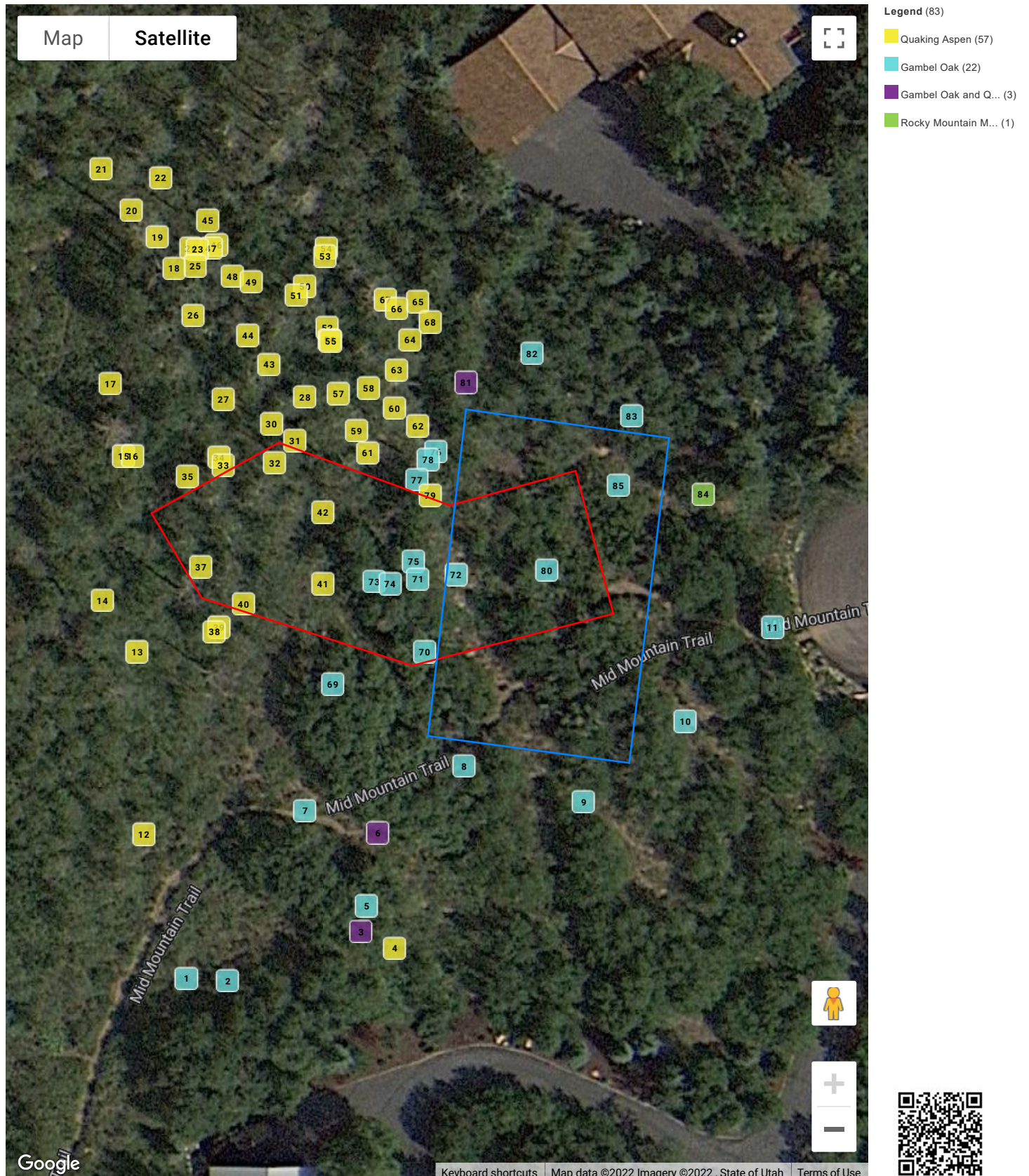
	Species	Qty	Height	DBH	Service	Price
 #32	Quaking Aspen	1	16'-30'	7"		\$0
 #33	Quaking Aspen	1	16'-30'	7"		\$0
 #34	Quaking Aspen	1	16'-30'	8"		\$0
 #35	Quaking Aspen	1	16'-30'	7"		\$0
 #37	Quaking Aspen	1	16'-30'	12"		\$0
 #38	Quaking Aspen	1	16'-30'	10"		\$0
 #39	Quaking Aspen	1	16'-30'	6"		\$0
 #40	Quaking Aspen	1	16'-30'	8"		\$0
 #41	Quaking Aspen	1	16'-30'	7"		\$0
 #42	Quaking Aspen	1	16'-30'	6"		\$0
 #43	Quaking Aspen	1	16'-30'	6"		\$0
 #44	Quaking Aspen	1	16'-30'	10"		\$0
 #45	Quaking Aspen	1	16'-30'	11"		\$0
 #46	Quaking Aspen	1	16'-30'	6"		\$0
 #47	Quaking Aspen	1	16'-30'	7"		\$0
 #48	Quaking Aspen	1	16'-30'	7"		\$0
 #49	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #50	Quaking Aspen	1	16'-30'	6"		\$0
 #51	Quaking Aspen	1	16'-30'	10"		\$0
 #52	Quaking Aspen	1	16'-30'	6"		\$0
 #53	Quaking Aspen	1	16'-30'	9"		\$0
 #54	Quaking Aspen	1	16'-30'	6"		\$0
 #55	Quaking Aspen	1	16'-30'	6"		\$0
 #56	Quaking Aspen	1	16'-30'	7"		\$0
 #57	Quaking Aspen	1	16'-30'	6"		\$0
 #58	Quaking Aspen	1	16'-30'	6"		\$0
 #59	Quaking Aspen	1	16'-30'	8"		\$0
 #60	Quaking Aspen	1	16'-30'	8"		\$0
 #61	Quaking Aspen	1	16'-30'	6"		\$0
 #62	Quaking Aspen	1			Aspen Grove / Southeast Border	\$0
 #63	Quaking Aspen	1	16'-30'	7"		\$0
 #64	Quaking Aspen	1	16'-30'	6"		\$0
 #65	Quaking Aspen	1	16'-30'	6"		\$0
 #66	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #67	Quaking Aspen	1	16'-30'	8"		\$0
 #68	Quaking Aspen	1			Aspen Grove / Northeast Border.	\$0
 #69	Gambel Oak	1			Oak Grove north of trail on west side of property. Ranging from 2'-5' Diameter and 10'-15' tall. / Dimensions: 40'x39'	\$0
 #70	Gambel Oak	1			Grover north of trail, ranging from 2"-5" diameter and 10'-17' tall. / Dimensions: 46'x18'	\$0
 #71	Gambel Oak	1	20'	6"		\$0
 #72	Gambel Oak	1	20'	6"		\$0
 #73	Gambel Oak	1			Scrub oak grove mixed with mature and less mature oak. Ranging from 3"-7" diameter and 10'-20' tall. / Dimensions: 31'x27'	\$0
 #74	Gambel Oak	1	18'	7"		\$0
 #75	Gambel Oak	1	18'	7"		\$0
 #76	Gambel Oak	1	18'	6"		\$0
 #77	Gambel Oak	1	18'	6"		\$0
 #78	Gambel Oak	1	18'	7"		\$0
 #79	Quaking Aspen	1	16'-30'	7"		\$0
 #80	Gambel Oak	1			Oak grove north of trail. 2"-4" diameter and 7'-12' tall. Small 3" aspens on north part of grove. / Dimensions: 52'x48'	\$0
 #81	Gambel Oak and Quaking Aspen	1			Grove of aspen and oak from north part of property in. Ranging from 1"-5" diameter and 5'-22' tall. / Dimensions: 50'-25'	\$0
 #82	Gambel Oak	1			Grove on north property border. Ranging from 2"-6" diameter and 10'-15' tall. / Dimensions: 48'x30'	\$0
 #83	Gambel Oak	1			Grove on north east border. Measuring from 2"-5" diameter and 10'-17' tall. / Dimensions: 36'x21'	\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #84	Rocky Mountain Maple	1	15'	1"-6"	Only Maple on Property / Measures 2.5"-3" diameter and approximately 15' tall. two in total	\$0
 #85	Gambel Oak	1			Immature patch of oak close to north east property border. All oak measuing under 10' tall and less than 3" in diameter. / No dimensions taken due to thickness of area	\$0
					Total	\$0

Tree Inventory



Terms and Conditions for Tree Care Services

1. Performance by Company:

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Company shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

2. Workmanship:

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, The Company will remove wood, brush and debris incidental to the work.

3. Insurance:

The Company is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

4. Ownership:

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner.

The Company is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

5. Limitations:

The customer must identify all non- public utilities. The Company assumes no responsibility for the location of or damage to underground utilities not clearly marked by the customer prior to commencement of site services. Stump grinding and removals as proposed will occur where public utilities allow.

6. Terms of Payment:

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Customer

July 19, 2022

Signature

Date

Chris Price

July 19, 2022

Printed Name

Date

Tree Care Service Provider

Patty Xavier

July 19, 2022

Signature

Date

Patty Xavier

July 19, 2022

Printed Name

Date

Tree Inventory



#	Species	Health	Objective
	 <i>Quercus gambelii</i> Gambel Oak		South west property corner. Grove of oak. Ranging from 4-6" diameter and 12'-15' tall. / Dimensions: 20'x27'
	 <i>Quercus gambelii</i> Gambel Oak		South West Property Corner, Grove of Oak. Ranging from 4-9" diameter and 12'-18' tall. / Dimensions: 31'x27'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		7 Aspens ranging from 2.5'-4' diameter and 15'-18' tall. 4 Scrub oak ranging from 5'-7' diameter and 16'-18' tall. / Dimensions: 17'x20'
	 <i>Populus tremuloides</i> Quaking Aspen	8" 20' 90% - Very Good	
	 <i>Quercus gambelii</i> Gambel Oak		Clump of 6 Scrub Oak ranging from 3"-6" in diameter and 15'-18' tall. / Dimensions: 12'x15'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		4 Aspens ranging from 1'-4' diameter and 8'-18' tall. 18 Scrub oak ranging from 4'-6' diameter and 15'-18' tall. / Native service berry and imma...
	 <i>Quercus gambelii</i> Gambel Oak		10 gamble oak, 1 standing dead and. 1" new growth throughout. Ranging from 3"-7" with 5 total 7". / Dimensions: 24'x30'
	 <i>Quercus gambelii</i> Gambel Oak		Scrub oak grove that continues south over property border. Measured from property edge to end of clump. Ranging from 3"-8" in diameter and 10'-17' tall. / Nativ...
	 <i>Quercus gambelii</i> Gambel Oak		Grove of gambel oak with native service berry mixed in. On South property border and continues past. Ranges from 3"-5.5" and 10'-15' / Dimensions: 12'x18&#...
	 <i>Quercus gambelii</i> Gambel Oak		Clump from property border to trail. 2"-6" diameter and 8'-15' tall. Groves are becoming less defined with less mature oak and higher quantity. Service berry presen...
	 <i>Quercus gambelii</i> Gambel Oak		Trail to property border on east edge. Scrub oak with few immature aspens 3"-6" diameter and 7'- 18' tall. Very condensed area. / Dimensions: 42'x30'
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen grove. North of trail. / Southwest border.
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 20% - Critical	
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	13" 16'-30' 0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30' 60% - Fair	
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30' 0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 80% - Good	

Tree Inventory



#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Northwest Corner.
	 <i>Populus tremuloides</i> Quaking Aspen	13" 16'-30'	20% - Critical
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30'	60% - Fair
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	12" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	10" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good

Tree Inventory



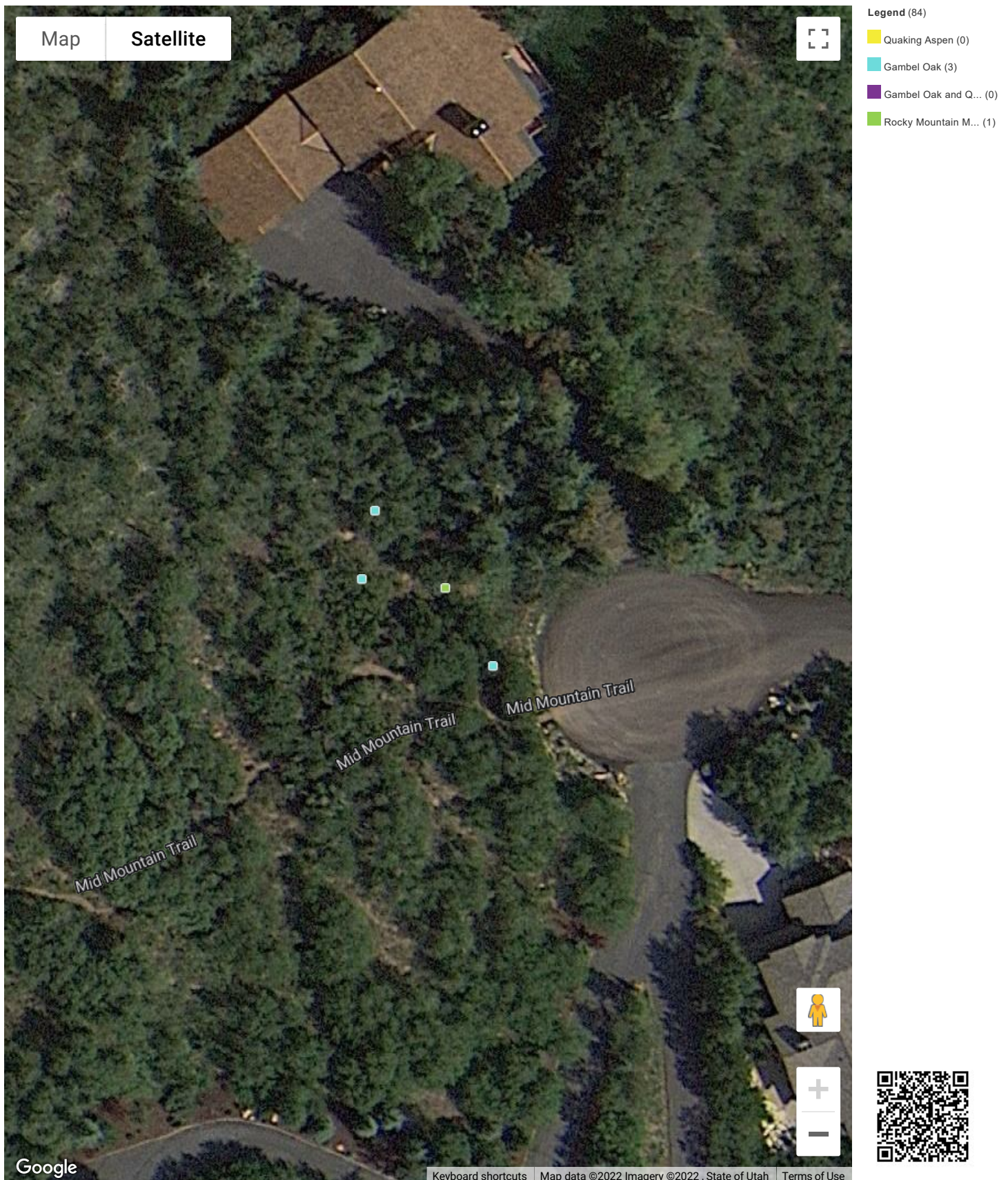
#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 10" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 11" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 10" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 9" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 8" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 8" 16'-30'	40% - Poor	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Southeast Border

Tree Inventory



#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	60% - Fair
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Northeast Border.
	 <i>Quercus gambelii</i> Gambel Oak		Oak Grove north of trail on west side of property. Ranging from 2'-5' Diameter and 10'-15' tall. / Dimensions: 40'x39'
	 <i>Quercus gambelii</i> Gambel Oak		Grover north of trail, ranging from 2"-5" diameter and 10'-17' tall. / Dimensions: 46'x18'
	 <i>Quercus gambelii</i> Gambel Oak	6" 20'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 20'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak		Scrub oak grove mixed with mature and less mature oak. Ranging from 3"-7" diameter and 10'-20' tall. / Dimensions: 31'x27'
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	80% - Good
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 18'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 18'	80% - Good
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak		Oak grove north of trail. 2"-4" diameter and 7'-12' tall. Small 3" aspens on north part of grove. / Dimensions: 52'x48'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		Grove of aspen and oak from north part of property in. Ranging from 1"-5" diameter and 5'-22' tall. / Dimensions: 50'-25'
	 <i>Quercus gambelii</i> Gambel Oak		Grove on north property border. Ranging from 2"-6" diameter and 10'-15' tall. / Dimensions: 48'x30'

Tree Inventory



#	Species	Health	Objective
	 <i>Quercus gambelii</i> Gambel Oak		Grove on north east border. Measuring from 2"-5" diameter and 10'-17' tall. / Dimensions:36'x21'
	 <i>Acer glabrum</i> Rocky Mountain Maple	1"-6" 80% - Good 15'	Only Maple on Property / Measures 2.5"-3" diameter and approximately 15' tall. two in total
	 <i>Quercus gambelii</i> Gambel Oak		Immature patch of oak close to north east property border. All oak measuring under 10' tall and less than 3" in diameter. / No dimensions taken due to thickness of area
	 <i>Quercus gambelii</i> Gambel Oak		Oak grove with some native chokecherry on east property edge. Ranging from 2"-5" diameter and 7'-15' tall. / Dimensions: 60x39'

Planning Commission Staff Report



Subject: Founders Place
Applications: PL-21-04917; PL-21-05056
Author: Rebecca Ward, Assistant Planning Director
Date: July 27, 2022
Type of Item: Administrative – Development Agreement Ratification

Recommendation

(I) Review the Founders Place Development Agreement; (II) conduct a public hearing; and (III) consider ratifying the Development Agreement (Exhibit A).

Description

Applicant: Bill Fiveash with Deer Crest Associates I, LC

Location: Parcel 00-0021-01977 in Wasatch County
3267 West Deer Hollow Road

Zoning District: Recreation Commercial within a Master Planned Development

Adjacent Land Uses: Residential; Open Space; Deer Valley Resort

Reason for Review: The Planning Commission holds a public hearing and ratifies Development Agreements.¹

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

Background

On January 12, 2022, the Planning Commission approved substantive modifications to a Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings for the Founders Place project, a 354,264-square-foot ski-in ski-out village located in the Deer Crest area in Wasatch County on 30.7 acres ([Staff Report](#); [Minutes](#), p. 18; Attachment 1 – January 12, 2022 Project Approval).

Condition of Approval 6 of the Project Approval requires the Applicant to submit a Development Agreement to the Planning Department for ratification by the Planning Commission within six months of the approval. On May 23, 2022, the Applicant submitted a draft Development Agreement. This item was scheduled for Planning Commission review on June 22, but was continued to July 13 to accommodate the Commission's full agenda ([Staff Report](#); [Audio](#)), and again from July 13 to July 27 to

¹ LMC [§ 15-6-4\(l\)](#).

allow the Applicant to revise their project phasing plan ([Staff Report](#); [Audio](#)).

Analysis

The Planning Commission holds a public hearing and ratifies a Development Agreement for an approved Master Planned Development.² Land Management Code (LMC) [§ 15-6-4\(I\)](#) requires ten criteria for Development Agreements, outlined below with analysis of the Founders Place Development Agreement (FPDA):

Requirement	Founders Place Development Agreement
1. A legal description of the land	FPDA Attachment 3 – <i>Legal Description</i>
2. All relevant zoning and Land Management Code parameters, including all findings, conclusions, and conditions of approval, specifying any exceptions pursuant to Chapter 15-6 outlining more or less restrictive Height or Setbacks	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Building Height Findings of Fact 39 - 43 outline the height approved in the 1995 Settlement Agreement and the modified height for the 2022 approval. Retaining Walls Condition of Approval 17: Retaining walls on site shall not exceed heights reviewed by the Planning Commission on January 12, 2022.
3. An express reservation of the future legislative power and zoning authority of the City	FPDA ¶ 2 (b) <i>Vested Rights and Reserved Legislative Powers</i>
4. A copy of the approved Site plan, architectural plans, Landscaping plans, Grading plan, trails and Open Space plans, and other plans, which are a part of the Planning Commission approval	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i>
5. A description of all Developer exactions or agreed upon public dedications	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i>

² LMC [§ 15-6-4\(I\)](#).

6. The Developer's agreement to pay all specified impact fees	FPDA ¶ 1(b), <i>Project Conditions</i>
7. The form of ownership anticipated for the project	The project consists of for-sale market units and deed-restricted affordable units. FPDA ¶ 4 <i>Affordable Housing</i> (see Affordable Housing analysis below).
8. A specific project phasing plan	Please see the analysis section below.
9. A list and map of all known Physical Mine Hazards on the Property, as determined through the exercise of reasonable due diligence by the Owner, as well as a description and GPS coordinates of those Physical Mine Hazards	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Finding of Fact 58: The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that “the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all available information suggests that the subject property was not likely impacted from historical mining activities in the area” Finding of Fact 59: The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
10. A map and inventory of all Historic Structures on the Property and a Historic Structures Report prepared by a qualified Historic Preservation Professional	FPDA Attachment 1 – <i>January 12, 2022 Project Approval</i> Finding of Fact 61: The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.

Phasing Plan

The Applicant outlined the following timeline for development for the Planning Commission's review (January 12, 2022 [Exhibit B: Applicant's Submittal](#), p. 7):³

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

- Phase I:	Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck. Housing Unit Count this Phase: 32 Total GSF this Phase: 158,813 GSF Construction Start Date: Spring 2022
- Phase II:	Includes Building 3 Housing Unit Count this Phase: 19 Total GSF this Phase: 89,422 GSF Construction Start Date: Spring 2023
- Phase III:	Includes Building 4 and Associated Pedestrian Bridge Housing Unit Count this Phase: 27 Total GSF this Phase: 114,222 GSF Construction Start Date: Spring 2024

The Applicant proposes modifying the phasing plan with changes shown in red:

FPDA ¶ 3 *Development Phasing*

Project Approval expires two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.

¶ 3(a) Phase I consists of four affordable housing units, 32 for-sale condominium units and amenities, including the additions, buildings, and uses as approved in the attachments hereto, as well as 53 underground parking stalls with conduit for ten Electric Vehicle Charging Stations, installation of a dual-port Electric Vehicle Charging Station with one ADA accessible Charging Station, and two Electric Vehicle Charging Station installations, and four at-grade parking spaces in the entry area for the amenities building. **Developer shall use commercially reasonable efforts to apply for building permits for the Phase I Development by December 8, 2022.**

³ Please note the affordable units are excluded from the market-rate unit count in the phasing plan and are addressed in the Housing Mitigation Plan and Development Agreement. LMC [§ 15-6-8](#) excludes affordable units from the project's density when the affordable units are constructed on site.

¶ 3(b) Phase II consists of one affordable housing unit, 19 for-sale condominium units, 32 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of two Electric Vehicle Charging Stations, and landscaping. **Developer shall use commercially reasonable efforts to apply for building permits for Phase II within three (3) years following the issuance of the final Certificate of Occupancy for Phase I.**

¶ 3(c) Phase III consists of one affordable housing unit, 27 for-sale condominium units, 38 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of one Electric Vehicle Charging Station, three at-grade parking stalls, a pedestrian bridge, and landscaping. **Developer shall use commercially reasonable efforts to apply for building permits for Phase III within three (3) years following the issuance of the final Certificate of Occupancy for Phase II.**

Additional Project Approval requirements include the following:

Transportation Demand Management Requirements

Project Approval Condition of Approval 9 – The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives. (FPDA ¶ 5(a))

The Developer's Transportation Demand Management Plan requires the following: grocery delivery services, onsite ski valet services, and pre-ski and après ski activities. (FPDA ¶ 5(b))

Electric Vehicle Charging Station Requirements

Project Approval Condition of Approval 13 – The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure. (FPDA ¶ 3)

Project Approval Condition of Approval 14 – The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electronic Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two

Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in Land Management Code Section 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests. (FPDA ¶ 3)

Sustainability Requirements

Project Approval Condition of Approval 40 – Developer shall install low-flow plumbing fixtures. Gas fireplaces and cooking appliances are prohibited in residential units. The final project shall achieve LEED Residential BD+C Multifamily certification or similar equivalent or improved certification and approved by the Sustainability Department within 18 months of the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance.

Certification shall include at a minimum:

- (a) Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs;
- (b) Light pollution reduction through vertical illuminance calculations to minimize light pollution;
- (c) Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings;
- (d) Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values; and
- (e) Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials. (FPDA ¶ 6)

Affordable Housing Requirements

On January 13, 2022, the Park City Housing Authority approved the Founders Place Housing Mitigation Plan, which requires:

- 9.96 Affordable Unit Equivalents (AUEs) (one AUE equals 900 square feet)
- Six AUEs on site (5,400 square feet)
- 3.96 AUEs through a Community Benefit Fee of 0.50% of the net purchase price for each initial market-rate unit sale and 0.25% for each subsequent transfer; all funds generated from the Community Benefit Fee from the initial sale must be transferred to Park City Municipal for the City's affordable housing fund

([Staff Report](#), [Draft Housing Mitigation Plan](#), [Minutes](#), p. 2; FPDA Attachment 2).⁴

⁴ Please note the executed Housing Mitigation Plan will be attached to the Development Agreement when

On June 28, 2022, the Applicant entered into the Founders Place Community Benefit Agreement with Park City Municipal establishing payment of the Community Benefit Contribution to Park City through December 31, 2040 (FPDA Attachment 4).

On July 5, 2022, the Applicant submitted the following documents, in a form approved by the City Attorney's Office, for recordation with the Wasatch County Recorder:

- The Founders Place Subdivision (Entry No. 521735; Exhibit B)
- The Founders Place Condominiums Phase I (Entry No. 521736; Exhibit C)
- Declaration of Condominium for Founders Place Condominiums (Entry No. 521737)
- Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (Entry No. 521740; Exhibit D)
- Community Benefit Covenant (Entry No. 521741; Exhibit E)

Exhibits

Exhibit A: Draft Founders Place Development Agreement

Attachment 1 – January 12, 2022 Project Approval

Attachment 2 – Housing Mitigation Plan

Attachment 3 – Legal Description

Attachment 4 – Community Benefit Agreement

Exhibit B: Founders Place Subdivision

Exhibit C: Founders Place Condominiums Phase I

Exhibit D: Restrictive Covenant Protecting Affordability

Exhibit E: Community Benefit Covenant

it is recorded.

WHEN RECORDED, MAIL TO:

City Recorder
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060-1480

Tax I.D.: _____

**DEVELOPMENT AGREEMENT
FOR FOUNDERS PLACE
PARK CITY, UTAH**

This Development Agreement ("**Agreement**") is entered into as of this ____ day of August, 2022 ("**Effective Date**"), by and between the Deer Crest Associates I, L.C., a Utah Limited Liability Company (with its successor and assigns, "**Developer**"), and Park City Municipal Corporation, a municipality and political subdivision of the State of Utah ("**Park City**"). Developer and City may each sometimes be referred to herein as a "party" or, collectively as the "parties".

RECITALS

A. Developer is the owner of approximately 30.7 acres of real property, consisting of four (4) subdivided lots known as Lot 1, Lot 2, Lot 3, and Lot 4 (Open Space) of the Founders Place Subdivision, located in Park City, Wasatch County, Utah (the "**Property**") and recorded with the Wasatch County Recorder on the 5th day of July, 2022, as Entry No. 521735 as more particularly shown on the Founders Place Subdivision plat.

B. On January 12, 2022, Park City approved Modifications to the Master Planned Development (PL-21-05056) and a Conditional Use Permit (PL-21-04917) ("**Project Approval**"), attached hereto as Attachment 1, which grants the Developer the right to develop the Property as set forth in this Agreement (the "**Project**") and consistent with the Deer Crest Master Planned Development and the 1995 Settlement Agreement and subsequent amendments ("**MPD**").

C. The Park City Land Management Code ("**LMC**") requires Development Agreements for Master Planned Developments.

D. Developer desires to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the Park City General Plan, and to address other issues as more fully set forth below.

E. In furtherance of its land use policies, goals, objectives, ordinances,

resolutions, and regulations, Park City has made certain determinations with respect to the Project, and, in the exercise of its legislative discretion, has elected to enter into this Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Project Conditions:

(a) The Project is located in the Recreation Commercial Master Planned Development (RC-MPD) Zoning District. The Project Approval is incorporated herein as the Project, subject to changes detailed herein.

(b) Except as otherwise provided for in Section 5.7.5 of the December 29, 1995 Settlement Agreement by and between Park City Consolidated Mines Company, a Utah corporation, Trans-Wasatch Company, LLC, a Utah limited liability company, and Park City Municipal Corporation, a political subdivision of the State of Utah, and the December 17, 1998 Deer Crest Interlocal Agreement, Developer agrees to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application.

(c) Developer agrees that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit(s):

- (i) construction mitigation plan (CMP);
- (ii) utility and grading plans;
- (iii) storm water plans; and
- (iv) water efficient landscape and irrigation plan showing snow storage areas.

(d) Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands.

2. Vested Rights and Reserved Legislative Powers

(a) Subject to the provisions of this Agreement, Developer shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development outlined in the Project Approval and this Agreement.

(b) Developer acknowledges that Park City is restricted in its authority to

limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Park City all of its police power that cannot be so limited. Notwithstanding the retained power of Park City to enact such legislation under the police power, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Development Phasing

Project Approval expires two years from the date of execution of this Agreement unless construction, as defined by the International Building Code, has commenced on the Project. Construction of the Project is planned in phases in accordance with the following, which specifies the anticipated development activity to be included in each phase:

(a) Phase I consists of four affordable housing units, 32 for-sale condominium units and amenities, including the additions, buildings, and uses as approved in the attachments hereto, as well as 53 underground parking stalls with conduit for ten Electric Vehicle Charging Stations, installation of a dual-port Electric Vehicle Charging Station with one ADA accessible Charging Station, and two Electric Vehicle Charging Station installations, and four at-grade parking spaces in the entry area for the amenities building. Developer shall use commercially reasonable efforts to apply for building permits for the Phase I Development by December 8, 2022.

(b) Phase II will consist of one affordable housing unit, 19 for-sale condominium units, 32 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of two Electric Vehicle Charging Stations, and landscaping. Developer shall use commercially reasonable efforts to apply for building permits for Phase II within three (3) years following the issuance of the final Certificate of Occupancy for Phase I.

(c) Phase III will consist of one affordable housing unit, 27 for-sale condominium units, 38 underground parking stalls with conduit for six Electric Vehicle Charging Stations, installation of one Electric Vehicle Charging Station, three at-grade parking stalls, a pedestrian bridge, and landscaping. Developer shall use commercially reasonable efforts to apply for building permits for Phase III within three (3) years following the issuance of the final Certificate of Occupancy for Phase II.

(d) Subject to completion of a Construction Mitigation Plan approved by the City, the Developer may commence grading access to the Project as approved by the City Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the Park City Land Management Code, and the International Building Code/Fire Code. Developer shall be responsible for maintenance of any such accesses until they are completed according to Park City standards and accepted by Park City.

(e) Changes to the Phasing Plan shall be reviewed by the Planning Commission.

4. Affordable Housing

(a) The Founders Place Housing Mitigation Plan requires:

- i. six on-site affordable units totaling 5,400 square feet to provide on-site affordable employee units to serve managers, full-time, and seasonal employees, and
- ii. a community benefit fee to contribute to the Park City affordable housing fund for citywide initiatives.

1. The community benefit fee shall be 0.50% of the net purchase price for each initial market-rate unit sale and 0.25% for each subsequent transfer through December 31, 2040.

(b) On January 13, 2022, the Park City Housing Authority approved the Housing Mitigation Plan, attached hereto as Attachment 2, in fulfillment of the housing obligations for the Project.

(c) The Developer shall comply with the Housing Mitigation Plan requirements for each phase prior to receiving a certificate of occupancy for any unit within such phase. Deed restrictions for the affordable units shall be recorded at Wasatch County as outlined in the Housing Mitigation Plan.

5. Transportation Demand Management Plan

(a) The Founders Place Homeowner Association shall finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the Salt Lake City International Airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.

(b) The Developer's Transportation Demand Management Plan requires the following:

- i. Grocery Delivery – onsite property management shall work with local grocery delivery services to provide pre-arrival shopping services. Staff shall offer pre-arrival shopping services.
- ii. Onsite Ski Valet shall be offered so guests do not have to drive into town to rent equipment.
- iii. Pre-Ski and Après Ski Activities – amenities shall include a continental breakfast, après ski events, on-site entertainment, and an on-site restaurant.

6. Sustainability

Developer shall install low-flow plumbing fixtures. Gas fireplaces and cooking appliances are prohibited in residential units. The final project shall achieve LEED Residential BD+C Multifamily certification or similar equivalent or improved certification and approved by the Sustainability Department within 18 months of the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:

- (a) Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs;
- (b) Light pollution reduction through vertical illuminance calculations to minimize light pollution;
- (c) Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings;
- (d) Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values; and
- (e) Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials.

7. Successors and Assigns

(a) This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

(b) Neither this Agreement nor any of the provisions, terms, or conditions hereof (except with regard to the sale and transfer of condominium units) can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement. Developer shall provide written notice of any such assignment by letter addressed to Park City. This restriction on

assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

(c) Developer shall be entitled to transfer any portion or all of the Project consistent with the terms of this Agreement upon written notice to the City. In the event of a complete transfer of the Developer's interest in the Project, the recipient/purchaser shall be deemed to be substituted as the Developer for all rights and obligations specified in this Agreement for the portion of the Facility transferred.

(d) In the event of a full or partial transfer of the Project, the recipient/purchaser shall be bound by all of the Developer rights and obligations under this Agreement. The recipient/purchaser shall be fully substituted as the Developer under the terms of this Agreement, and the Developer executing this Agreement shall be fully released from any further obligations with respect to this Agreement for the parcel so transferred.

8. General Terms and Conditions

(a) The term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty-five (25) years following such Effective Date. Developer and Park City may agree to extend this Agreement for additional ten (10) year terms as long as the terms of this Agreement have been substantially complied with, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment. The joinder of any additional parties following the initial effective date shall not extend or otherwise affect the term of this Agreement

(b) This Agreement shall be recorded against the Property, as legally described on Attachment 3, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

(c) This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

(d) This Agreement and Attachments attached and incorporated herein contain the entire Agreement with respect to the subject matter hereof and integrate all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

(e) If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except

that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(f) If this Agreement or any of the Attachments hereto are breached, the party at fault agrees to pay the attorney fees and other costs of enforcement of the non-breaching party.

9. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service that maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developer:

Deer Crest Associates I, L.C.
Bill Fiveash
1375 Deer Valley Drive, #105
Park City, UT 84060

To Park City:

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060
Attn: City Attorney

Such communication may also be given by email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

List of Attachments

Attachment 1 – January 12, 2022 Project Approval

Attachment 2 – Housing Mitigation Plan

Attachment 3 – Legal Description

Attachment 4 – Community Benefit Agreement

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by a duly authorized representative of each of the parties hereto.

[Signature Pages Follow]

DRAFT

PARK CITY

Park City Municipal Corporation

By: _____
Name: Nann Worel
Its: Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
 :
ssCOUNTY OF SUMMIT)

On this ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say that she is the Mayor of Park City Municipal Corporation, a Utah municipal corporation, and that the Development Agreement for the Founders Place, Park City, *Utah* was signed on behalf of such entity.

Notary

Public

Residing

at:

My Commission Expires:

DEVELOPER

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

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 :
ssCOUNTY OF SUMMIT)

On this ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say that he _____ is _____ the _____ of _____, and that the Development Agreement for the Founders Place, Park City, *Utah* was signed on behalf of such entity.

Notary

Public

Residing

at: _____

My Commission Expires: _____



Planning Department

January 12, 2022

Deer Crest Associates I, LC
1375 Deer Valley Drive STE 105
Park City, Utah 84060
435-714-0267

CC: Bill Fiveash

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: Parcel 00-0021-01977 in Wasatch County

Zoning District: Recreation Commercial within a Master Planned Development

Application: Modification to a Master Planned Development
Conditional Use Permit

Project Number: PL-21-05056; PL-21-04917

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: January 12, 2022

Project Summary: The Applicant proposes to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area in three phases.

Action Taken

On January 12, 2022, the Planning Commission conducted a public hearing and approved the Founders Place Modifications to a Master Planned Development and Multi-Unit Dwelling Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299



Planning Department

square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.

3. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
4. On October 27, 2021, the Planning Commission conducted a work session on the project.
5. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
6. On November 10, 2021, the Planning Commission visited the site.
7. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
8. On December 8, 2021, the Planning Commission reviewed the project, conducted a public hearing, and continued the item to January 12, 2022.
9. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
10. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
11. In 1991, the Wasatch County Commissioners approved the Density Determination.
12. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
13. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
14. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
15. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:



Planning Department

- a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
 - b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
 - c. Four Single-Family Dwellings
 - d. A 20,000-square-foot ski academy
 - e. A ski chairlift located within a 1,100-foot radius of the primary village structure
 - f. Support commercial up to 5% of the gross square footage and appropriate amenities
16. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
 17. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
 18. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
 19. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
 20. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
 21. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
 22. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
 23. The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.
 24. The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination. Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).
 25. The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the



Planning Department

Residential Unit Equivalents of an MPD and are therefore exempt from project Density.

26. The Proposal Complies with Setbacks. The minimum Setback around exterior boundaries of an MPD is 25 feet. In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination: a 40-foot Setback from the road centerline; a 25-foot Rear Setback; a 10-foot Side Setback.
27. The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), a side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official.
28. MPDs must contain a minimum of 60% Open Space. The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is **72%**.
29. Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.
30. The Applicant Proposes Reduced Parking. The 1995 Settlement Agreement ¶ 5.2.3.10 requires that *Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s).* . . . ¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.
31. The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.
32. The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.
33. The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker



Planning Department

Tower and concludes that the appropriate parking ratio for similar projects is 1.5 parking spaces per unit.

34. The Applicant's Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.
35. The Applicant's Transportation Demand Management Plan proposes the following:
 - a. Ski-in Ski Out Access – guests will access Deer Valley Resort on the Mountaineer Express Chair.
 - b. Public Trail Access – the property is adjacent to the Village Trail, which connects to the Park City trail network.
 - c. Reduced Parking – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
 - d. Shared Ride Service – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations on Main Street.
 - e. Grocery Delivery – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
 - f. Onsite Ski Valet – offered so guests do not have to drive into town to rent equipment.
 - g. Pre-Ski and Après Ski Activities – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.
36. LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.
37. The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.
38. Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest.
39. The Applicant Requests Modifications to Building Height Approvals. The First Amended Density Determination ¶ 8.A outlines the following roof and height regulations for the property: *Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside*



Planning Department

walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

40. The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level.
41. Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels, five levels in some places.
42. The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:
 - (1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
 - (2) Buildings are positioned to minimize visual impacts on adjacent structures.
 - (3) There is adequate landscaping and buffering from adjacent properties and uses.
 - (4) Increased Setbacks and separations from adjacent properties are proposed.
 - (5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
 - (6) Increased Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review.
43. The Applicant provided an exhibit that states the proposed Founders Place design reduces the overall impact to the site and does not increase square footage or building volume, buildings are positioned to minimize visual impacts to adjacent structures, there is adequate landscaping and buffering from adjacent properties, the project includes increased setbacks and separations, more than minimum Open Space is provided, and the Building Height is designed in a manner that provides a transition in roof elements.
44. The Modifications to the Site Plan Comply with the Land Management Code. The Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.



Planning Department

45. Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.
46. On February 8, 2017, the Planning Commission reviewed a proposed amendment to the Settlement Agreement to remove the requirement that Deer Hollow be disconnected. The Planning Commission continued the discussion to March 22, 2017. On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. On June 15, 2017, the City Council approved the Settlement Agreement amendments. On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County.
47. The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:
- Deer Hollow Road is no longer required to be disconnected
 - Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
 - Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
 - The public may use Deer Hollow Road
 - For an evacuation necessary to protect human life
 - A natural disaster
 - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
 - The public may not use Deer Hollow Road for non-life endangering causes like
 - Traffic congestion
 - Delays caused by weather
 - Public or private events and gatherings
 - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City



Planning Department

- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense
- 48. The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements.
- 49. The Proposal Complies with the Sensitive Land Overlay.
- 50. The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan.
- 51. ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.
- 52. However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent. The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on January 13, 2022. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.
- 53. The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development.
- 54. The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.
- 55. The developer estimates that initial sales will generate \$300,000,000, thus resulting in an initial \$1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of \$3,750,000, the ongoing annual transfer fee is estimated to be \$37,500.
- 56. The Proposal Complies with Mine Hazard Requirements. There are no known mine hazards on the property.
- 57. The Proposal Complies with Historic Mine Waste Mitigation Requirements
- 58. The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all



Planning Department

available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . ."

59. The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
60. The Proposal Complies with the General Plan. Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. "Future planning in the neighborhood should be directed toward maintaining the world-class resort experience."
61. The Proposal Complies with Historic Site Protection Requirements. The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.
62. The Proposal Strengthens and Enhances the Resort Character of Park City. Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.
63. The Proposal Incorporates Sustainable Features. The Applicant's submittal ¶ 2.11 outlines the following sustainable features:
 - a. Integrating the building into site topography, minimizing the building footprint, and maximizing open space
 - b. Maximizing passive solar orientation
 - c. Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
 - i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
 - ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
 - iii. Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
 - iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
 - v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials
 - d. The Applicant also proposes no gas fireplaces or cooking for residential units.



Planning Department

64. Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.
65. The Applicant proposes developing the project in three phases:
- a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
 - i. Housing unit count: 32
 - ii. Gross square footage: 158,813
 - iii. Construction start date: spring 2022
 - b. Phase II: Building 3
 - i. Housing unit count: 19
 - ii. Gross square footage: 89,422
 - iii. Construction start date: spring 2023
 - c. Phase III: Building 4 and associated pedestrian bridge
 - i. Housing unit count: 27
 - ii. Gross square footage: 114,222
 - iii. Construction Start Date: spring 2024
66. The staff report is incorporated herein.

Master Planned Development Conclusions of Law

The Master Planned Development, as conditioned:

1. complies with all requirements of the Land Management Code;
2. meets the minimum requirements of Section 15-6-5;
3. provides the highest value of Open Space, as determined by the Planning Commission;
4. strengthens and enhances the resort character of Park City;
5. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. provides amenities to the community so that there is no net loss of community amenities;
8. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
9. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;



Planning Department

11. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
12. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
16. addresses and mitigates traffic.

Conditional Use Permit Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
2. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage



Planning Department

- shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.
3. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
 4. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
 5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
 6. Approval of this Master Planned Development is subject to LMC Chapter 15-6 *Master Planned Developments* and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.
 7. The approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
 8. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
 9. The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.
 10. The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
 11. Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.
 12. Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.



Planning Department

13. The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.
14. The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.
14. Final building plans at the time of building permit application shall comply with the Current Roof Design reviewed and approved by the Planning Commission on January 12, 2022.
16. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
17. Retaining walls on site shall not exceed heights as reviewed by the Planning Commission on January 12, 2022. Final landscape plans shall ensure that all retaining walls exceeding eight feet in height are shielded from view from Deer Hollow Road as determined by Planning Staff. Final building plans shall include landscaping features that diminish exposed concrete walls and retaining walls. Additional landscaping shall be provided at the base of Building 3 in Phase II to mitigate exposed concrete. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade showing compliance with the retaining wall heights reviewed by the Planning Commission on January 12, 2022.
18. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
19. The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
20. Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with



Planning Department

a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

21. Delivery and service vehicles shall access the site at the small surface lots or within parking garages.
22. Trash and recycling facilities shall be within the enclosed parking garages.
23. Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.
24. Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.
25. Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.
26. Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.
27. Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.
28. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
29. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
30. The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.
31. Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.



Planning Department

32. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
33. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
34. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
35. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
36. The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit written approval to the Park City Planning Department and Chief Building Official and Fire Marshal for review and inclusion in the project file prior to ~~January 27, 2022, and prior to any City Council action on the Founders Place Subdivision or Founders Place Condominium Plat.~~
37. The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan.
38. Mechanical equipment shall be screened according to the requirements of the Land Management Code.
39. The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
40. All units shall install low-flow plumbing fixtures. All units shall install low-flow plumbing fixtures. No gas fireplaces or cooking appliances will be provided to residential units. The final project shall achieve LEED™ Residential BD+C Multifamily certification or similar equivalent or improved certification as approved by the Sustainability Department within 18 months the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:



Planning Department

- i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
- ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
- iii. Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
- iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
- v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Phillips", written over a horizontal line.

John Phillips, Planning Commission Chair

CC: Rebecca Ward

FOUNDERS PLACE

CONDITIONAL USE PERMIT SUBMITTAL PHASES I, II, AND III



November 15, 2021

east west partners
SPARANO + MOONEY ARCHITECTURE

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- 2.10 Site and Landscape Design
- 2.11 Sustainability
- 2.12 Hours of Operation, Employment, and Workforce Housing
- 2.13 Special Issues and Mitigation
- 2.14 Phasing

3.0 ATTACHMENTS

Attachment 1: Proposed F Design Drawings - Phases I, II, and III

- Exhibit 1: Site Plan
- Exhibit 2: Planting Plan
- Exhibit 3: Architectural Site Plan
- Exhibit 4: Phasing Plan
- Exhibit 5: Floor Plan - Elev. 7076
- Exhibit 6: Floor Plan - Elev. 7088.67
- Exhibit 7: Floor Plan - Elev. 7101.33
- Exhibit 8: Floor Plan - Elev. 7114
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- Exhibit 13: Floor Plan - Elev. 7177.33
- Exhibit 14: Gross Building Area Calculations
- Exhibit 15: Housing Unit Schedule and Square Footage Summary
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- Exhibit 30: Civil Overall Site Plan
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- Exhibit 32: Civil Slope Map
- Exhibit 33: Civil Utilities Plan
- Exhibit 34: Civil Storm Drain Plan

4.0 ADDITIONAL EXHIBITS UNDER SEPARATE COVER

- Exhibit 35: Phase I Environmental Site Assessment (Dated November 17, 2020)
- Exhibit 36: Deer Crest Design Guidelines
- Exhibit 37: Entitlements Timeline

1.0 EXECUTIVE SUMMARY

Deer Hollow Development LLC is seeking a Conditional Use Permit for the development and construction of residential units in stack flat condominium buildings, including an amenity building, for the exclusive use of all **Founders Place** residents. The Founders Place project, located within the Deer Crest development, offers a unique ski-in ski-out location, providing a private and secluded living experience focused on outdoor recreation and wellness.

The Founders Place (aka Slalom Village) parcel is part of the land subject to the 1995 Deer Crest Master Planned Development and Settlement Agreement, including amendments 1 through 3. This application seeks to move forward the approvals as required in the development agreement and restated in the Planning Staff Report for the Third Amendment to the Settlement Agreement “Analysis, Findings of Fact, Conclusions of Law and Conditions of Approval”, dated March 22, 2017. Exhibit ‘F’ below shows the approved concept for the Slalom Village Area from the 1995 Settlement Agreement.

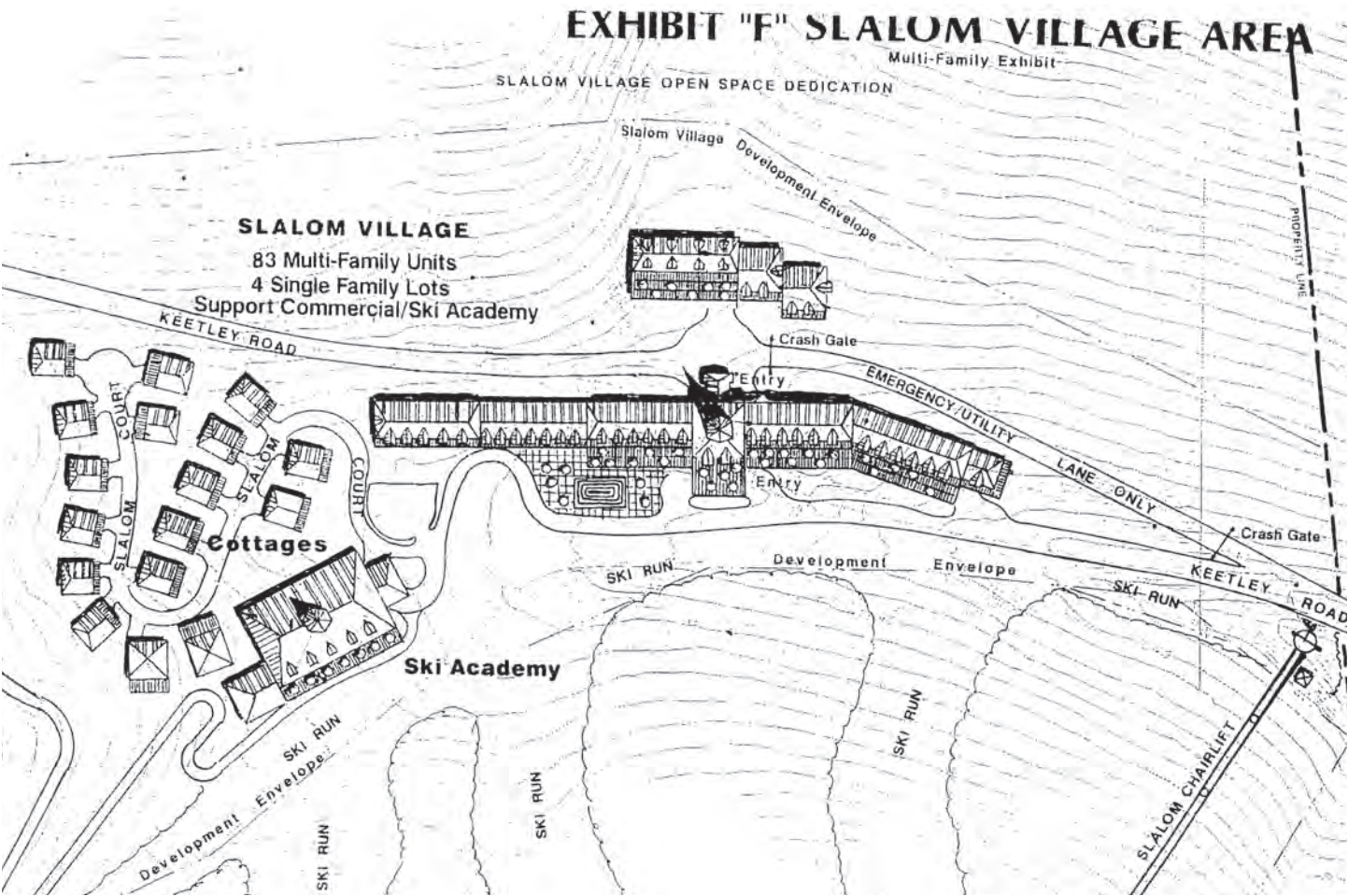


EXHIBIT 'F' - SLALOM VILLAGE AREA

Deer Hollow Development LLC is proposing to build NTE 199,200 SF total residential square footage divided over four building and consisting of 78 residential for sale properties, 6 Employee Housing Units as required by the development agreement, and 128 total parking spaces and various Residential Accessory Uses as defined in the Development Agreement. The project will be constructed in 3 phases.

Sustainable design strategies of Founders Place include the integration of the buildings into the site topography, minimization of the building footprints, maximization of open space and passive solar orientation, and LEED™ Residential BD+C Multifamily certification criteria. Access to daylight, fresh air, recreational opportunities, and wellness components are primary project drivers. Although the open space requirement for the original MPD has already been satisfied, of the 30 acre development parcel, 13 acres will be dedicated as additional open space.

1.1 PROJECT DESCRIPTION

Applicant:	Deer Hollow Development LLC		
Project Address:	TBD - not yet registered		
Parcel:	00-0021-1977		
Application Type:	CUP (a Subdivision Plat is being submitted concurrently)		
Zoning:	Recreational Commercial (RC-MPD) District		
Governing Documents:	Telemark Park Settlement Agreement and Amendments 1, 2, and 3 Density Determination for Telemark Park Resort and Amendments 1 and 2 Deer Crest Interlocal Agreement (Wasatch County and Park City Municipal) Deer Crest Design Guidelines Park City LMC Park City General Plan		
Density/SF Summary:	78 Condominium Units	=	199,200 NSF
	Residential Accessory Uses/Parking Garages/Circulation	=	163,258 GSF
	Total Project GSF	=	362,458 GSF



SITE LOCATION MAP

2.0 OVERVIEW

2.1 SITE LOCATION

The Founders Place project site is located within the Deer Crest development at the Deer Valley Resort, adjacent to the Mountaineer Express ski lift, to the northeast of the St. Regis, and to the west of US-40. Access to the project site is via a private and gated road, Deer Hollow Road, with control points at the Queen Ester gatehouse to the west, and the Jordanelle gatehouse to the east. The 30 acres site is bifurcated by Deer Hollow road, with 20 acres to the north of the road and 10 acres to the south. The site resides within Wasatch County, and has been annexed into Park City.



SITE VICINITY MAP

2.2 CONTEXT

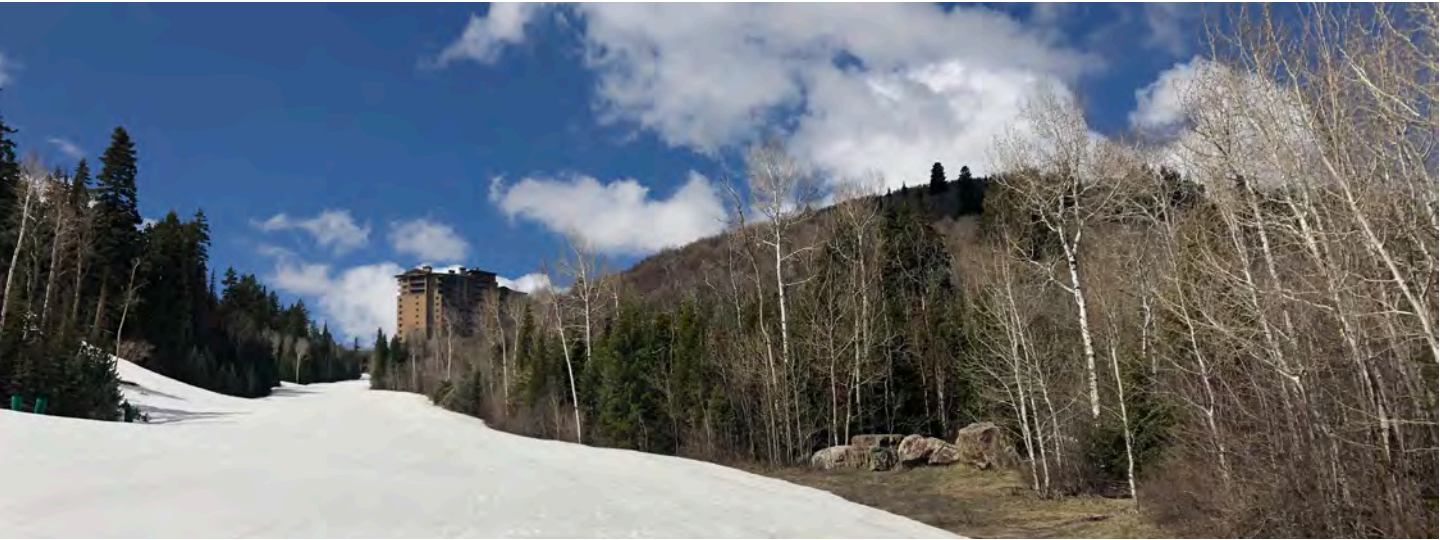
The Founders Place project site is private and secluded, with no residential or commercial development within close proximity. The nearest development to the proposed built-area of the Founders Place project site includes the residences at Snowtop Court approximately 750 feet to the northwest; the residences at Deer Crest Estates approximately 1,800 feet to the south; and the St. Regis hotel approximately 2,500 feet to the southwest. The Founders Place project site is located at the base of the adjacent hillsides at an elevation of 7,100 feet, approximately 300 feet below the elevation of the St. Regis hotel and closest residential areas.

2.3 VIEWSHED AND NIGHT SKY

Given the location of the Founders Place project site, at the base of the adjacent hillsides, the new development does not impede the views from any existing surrounding development, nor does the development approach any ridgeline. Clear views to the surrounding vistas, mountains, and Jordanelle Reservoir are maintained. The night sky resource will also be protected, maintaining existing residents views to the stars. Lighting for the new development will meet all Park City LMC outdoor lighting ordinances to protect the night sky, including fully shielded fixtures, 3,000 degree Kelvin light temperature, and maximum lumen per acre requirements; thus providing and protecting views to the night sky by the new development occupants.



SITE VIEW LOOKING SOUTH TO MOUNTAINEER EXPRESS LIFT



SITE VIEW LOOKING WEST TO THE ST. REGIS



VIEW WEST UP DEER HOLLOW ROAD

JORDANELLE RESERVOIR

PROJECT SITE

MOUNTAINEER EXPRESS SKI LIFT

DEER HOLLOW ROAD

ST. REGIS

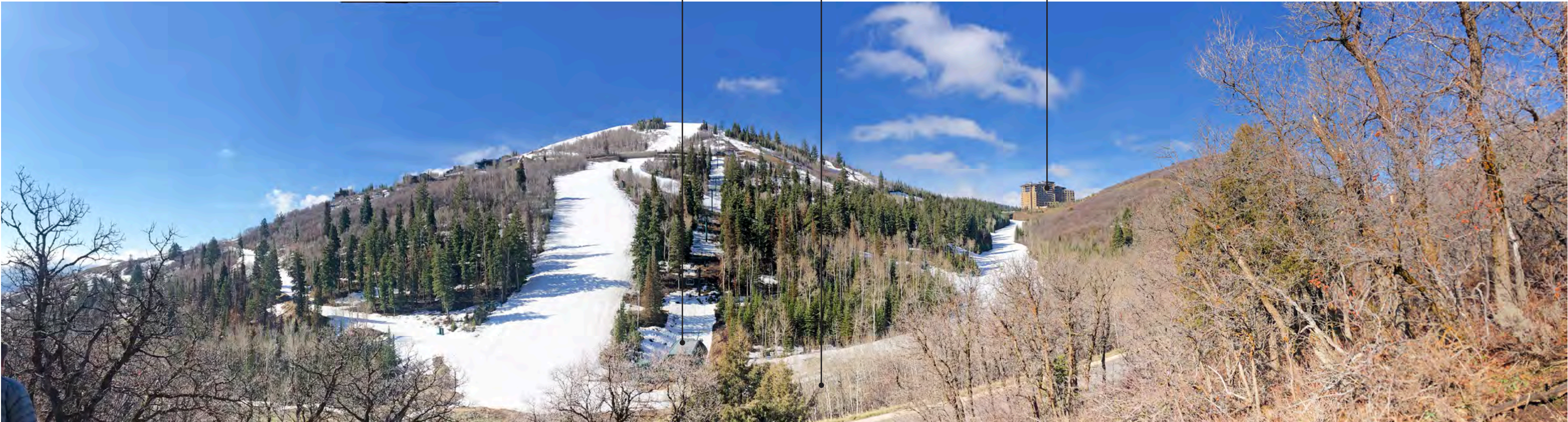


PANORAMIC OVERVIEW FROM SNOWTOP COURT SUBDIVISION

MOUNTAINEER EXPRESS SKI LIFT

PROJECT SITE

ST. REGIS



PANORAMIC OVERVIEW

2.4 SURROUNDING USES AND FITTING-IN

The Deer Crest development is a gated community comprised of primarily resort-oriented residential development (Multi-Family and Single Family). Other uses in the Deer Crest and Deer Valley area include hotel and nightly rentals recreation commercial development, and open space. The proposed Founders Place project continues this residential development pattern, supporting recreational activity and the ski-in ski-out experience. In addition, the project proposes development of 17 of the 30 acre parcel, with dedication of 13 acres to open space.

The Deer Valley Resort and Deer Crest community include buildings constructed from the 1980’s to the present, with various architectural styles ranging from a more traditional mountain aesthetic to heritage and mountain modern interpretations. Predominant materials used in the area include wood siding, natural stone, log, stucco and standing seam or similar metal panels. Other predominant material references found in the Park City Area include bevel, tongue and groove, and ship lap painted wood siding; board formed concrete; and large format corrugated metal panels. The proposed Founders Place Condominium project proposes a compatible material palette including the use of natural wood siding, board formed concrete, and standing seam metal panels. This palette is also consistent with the limit on the number of exterior materials as set forth in the LMC and Deer Crest Design Guidelines.

Scale and massing of buildings and homes in the Deer Valley Resort and Deer Crest community include multi-level single family homes, typically 2 to 3 stories and approximately 28 feet in height, and larger resort development including the St. Regis at 11 stories and approximately 150 feet in height. The Deer Hollow Condominium project height maximum based on the Settlement Agreement documents is 75 feet from finished grade. To limit the apparent height of the proposed buildings, the design includes parking at the 1st level, which is underground to the extent possible, and 4 levels of housing above, with the top story stepping back at all sides. Generally, this gives the appearance of a four story building, with average heights above the finished grade of 54 feet to 68 feet from wall base at finished grade to roof peak.

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed buildings fit the approved massing, scaling and square footage allowances per previous approvals. (Re. first amendment & density determination of the Deer Crest settlement agreement).

The project site is surrounded by open space with access to trails and adjacent to the Deer Hollow ski run at Deer Valley Resort for ski-in/ski-out access from the property. The target buyer for these homes are primarily second home owners seeking a ski vacation property.

2.5 SERVICE AND BENEFIT TO PARK CITY

The Founders Place property is part of the Deer Crest MPD, a resort residential community, and will mostly be occupied by non-primary residents. It is anticipated that these homes will be lightly occupied throughout the year and impose a minimal burden to Park City and Wasatch County while at the same time provide significant tax benefits as laid out in the approved and adopted 1998 Interlocal Agreement between Park City and Wasatch County (resort sales tax, transit tax, property tax, etc.).

2.6 CONSISTENCY WITH THE ZONING DISTRICT AND GENERAL PLAN

The proposed Founders Place project is consistent with the Deer Crest Master Plan Development and Settlement Agreement . In addition, the proposed Founders Place project is consistent with the purposes and goals of both the Recreational Commercial (RC-MPD) District zoning and the Park City General Plan as the project:

- 1. Clusters the development to minimize the building footprint and maximize open space.
- 2. Places the new development at the base of the hillside to minimize visibility and impact to view.
- 3. Provides variation in architectural design and housing type.
- 4. Promotes pedestrian, bike, and ski-in/ski-out connections to the outdoors and adjacent areas.
- 5. Minimizes architectural impact of the automobile by limiting parking to 1.5 stalls per unit, concealing parking within enclosed parking garages, and utilizing a transportation network.
- 6. Conserves a healthy network of open space for continued access to and respect for the natural setting.
- 7. Promotes sustainable design strategies including limiting the foot print, protection of open space, optimal solar orientation, and LEED™ Residential BD+C Multifamily certification criteria.
- 8. Increases the number of workforce housing units.
- 9. Supports the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.

2.7 DENSITY

Density for the development parcel is defined by the Settlement Agreement, and no changes are proposed to the approved densities outlined in the Settlement Agreement, as amended. The Founders Place site (formerly Slalom Village) is one of the remaining undeveloped areas of the original MPD. Per the Settlement Agreement the density “shall not exceed 83 multifamily units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)”. The maximum square footage allowed for the housing units is 199,200 SF (83 x 2,400 SF).

Per the Settlement Agreement, where the “average square footage of one or more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other so as not to exceed either”. The Founders Place project will consist of 78 housing units and the maximum total square footage will be maintained at 199,200 SF.

2.8 BUILDING DESIGN AND MATERIALITY

The form of the Founders Place project references the western vernacular building forms found throughout the American West, those typologies found within Deer Crest and Park City, and with an emphasis on simplicity and functionality. The buildings integrate thoughtfully into the site topography, minimizing site disturbance, with a narrow footprint oriented with the site contours. The southern orientation of the buildings allows for maximizing daylight and passive solar design. Fenestration of the buildings provides focused views and an interface to the active ski slopes to the south, the distant view of Jordanelle to the east, and close proximity mountain views to the north and west.

The building design includes a board form concrete base that surrounds the parking garage, a three story volume of wood siding for the primary housing units that include equally spaced projected board form concrete cores, and a recessed top story penthouse that is a mixture of standing seam metal panels and wood siding. This material palette is consistent with the mountain character of the site and surrounding development, as well as the Park City and the greater Western region.

2.9 PARKING AND TRANSPORTATION

Parking for the Founders Place project will consist of enclosed parking garages at the base of each building, as well as two small surface lots for general service and passenger loading. Proposed parking for the project is based on 1.5 stalls per unit for a total of 117 parking stalls associated with the condominium housing (78 units x 1.5), 4 stalls associated with the workforce housing units, and 7 service/loading stalls, for a parking total of 128 stalls. All off-street parking will abide by Park City Municipal Code, including dimensioning, grading and drainage, surfacing, lighting, landscaping, and snow storage standards.

The developer intends to implement an on demand ride-share program for the benefit of all residents within the proposed development of Founders Place, similar to the “dial-a-ride” program at Empire Pass. The spirit of the service is to substantially reduce traffic between the Founders Place neighborhood and various destinations within the greater Park City limits. Furthermore, it is the intent of the developer to work with the Deer Crest Master Association to expand the program and make these services available for the entire Deer Crest Community.

2.10 SITE AND LANDSCAPE DESIGN

The site and landscape design meets the requirements of the Park City LMC. Key topics not covered under other sections of the narrative include the following:

Emergency Vehicle Access

The proposed site plan accounts for fire and emergency vehicle access. For Phase I and Phase II buildings, emergency vehicle turnarounds are proposed at the western terminus of the proposed driveway and within the proposed central drop-off area, on the north side of Phase I. Emergency access for Phase III is to be from existing Deer Hollow Road. The drop offs abide to the required wing and radius dimensions.

Internal Vehicular and Pedestrian Circulation System

Vehicles will arrive and drop-off at the central drop-off area for all phases of the proposed development. Vehicles will park within each building’s indoor parking facilities. Outdoor pedestrian circulation is proposed as an interconnected network of sidewalks and pathways that facilitate movement between buildings and from buildings to the adjacent Deer Hollow Resort ski run. Pathway surfacing and grading will maximize accessibility and minimize disturbance of surrounding landscape.

Fencing, Screening, and Landscaping to Separate the Use from Adjoining Uses
The proposed site plan separates the development from adjoining Recreation Commercial Zone uses at the Deer Valley Resort primarily through siting of buildings and clear designation of outdoor pathways. Site walls and special plantings will provide visually unobtrusive screening where deemed necessary and appropriate, including to screen exterior mechanical equipment. Proposed trees, shrub and meadow species will be consistent with those found within the area and will allow for ecological integration of the development and surrounding natural habitats. In disturbed areas, the height of retaining walls will be minimized to accommodate necessary grading. Existing forest to the southwest will be preserved along the property boundary.

Building mass, bulk, and orientation, and the location of Buildings on the Site
Buildings, outdoor amenities, and accompanying grading are placed strategically to limit disturbance of surrounding landscape, including proposed cut and fill. Buildings and amenities have also been placed to facilitate access to the Deer Valley Ski Resort, whereby some units will have ski-in/ski-out access and others will have access via shared indoor and outdoor circulation corridors.

Orientation to Buildings on Adjoining Lots
Proposed buildings and amenities are located to facilitate views toward the Deer Valley Resort’s mountainous landscape and the outlying Jordanelle Reservoir and not the existing St Regis Hotel. This is to provide a visual barrier between both properties. Furthermore, buildings are sited, scaled, and oriented to integrate with the landscape as viewed from Deer Hollow Road and adjoining lots, and to minimize blocking of views from these locations.

Usable Open Space
Open space requirements per the Settlement Agreement have been satisfied for the Deer Crest MPD and granted to DCMA via a special warranty deed (411704) on 12/29/2014, Additional open space in Deer Hollow Village will be provided. The proposed development is consistent with Open Space requirements for Recreation Commercial District Zone and requirements for steep slopes within Sensitive Land Overlay Zone, such that greater than 60% of the Lot is devoted to Open Space uses and less than 25% of the Steep Slope Area is developed.

Control of Delivery/Service Vehicles, Loading and Unloading Zones, and Screening of Trash/Recycling
Delivery and service vehicles will access the site at the small surface lots provided or within parking garages as necessary. All structures for storing refuse will be within the enclosed parking garages. Loading and unloading of goods will take place entirely on site, and loading and unloading zones will be screened from general public view.

Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structures to the Existing Topography
Buildings and amenities are located to comply with regulations regarding steep slopes and general requirements for developments in Sensitive Land Overlay Zone areas. The proposed grading is designed to limit cut/fill and to preserve ecological function. The owner commissioned a Phase I ESA in 2018, and Wasatch Environmental conducted surficial soil sampling at 22 locations (see Attachment 2). The development furthermore aims to minimize disturbance of wildlife and habitats, and to maximize tree preservation. Exposed slopes will be revegetated with native species using high quality fill soil that will support plant growth.

2.11 SUSTAINABILITY

As noted previously, integrating the building into the site topography, minimizing the building footprint, maximizing open space, and maximizing passive solar orientation are the major sustainable site related strategies of the project. In addition to these strategies, LEED™ Residential BD+C Multifamily certification criteria will be pursued. LEED™ related sustainable aspects of the Deer Hollow project include:

- a. **Heat Island Reduction:** Strategies will include reduction in hardscape, maximizing landscape and open space, and inclusion of green and ballasted roofs.
- b. **Light Pollution Reduction:** In addition to the requirements of the LMC, vertical illuminance

calculations will be completed at the lighting boundary to minimize light pollution and protect the night sky resource.

- c. **Water Use Reduction:** Strategies include the use of low-flow plumbing fixtures in public areas, and minimizing irrigation demand through the use of native and drought tolerant plantings.
- d. **Minimum Energy Performance:** Strategies include energy efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values.
- e. **Indoor Air Quality:** Strategies include whole house (unit) ventilation systems, access to fresh air through operable window/door systems, air filtering, and low emittance product specifications for interior materials.

2.12 HOURS OF OPERATION, EMPLOYMENT, AND WORKFORCE HOUSING

As a residential property, Founders Place is expected to be occupied 24 hours a day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging. Per the Settlement Agreement, workforce housing is the total 4% of the total number of condominium units, which equals four workforce housing units. Founders Place will provide 10% workforce housing with six (6) on-site housing units.

2.13 SPECIAL ISSUES AND MITIGATION

The proposed use is similar in design and function to other second-home condominium buildings around the Deer Valley Ski area. No Historic sites and structures exist within the development parcel. The developer will coordinate access requirements to the ski run and lift terminal with Deer Valley Resort. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions (noise, glare, dust, pollutants, odor) dissimilar to the other existing properties.

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

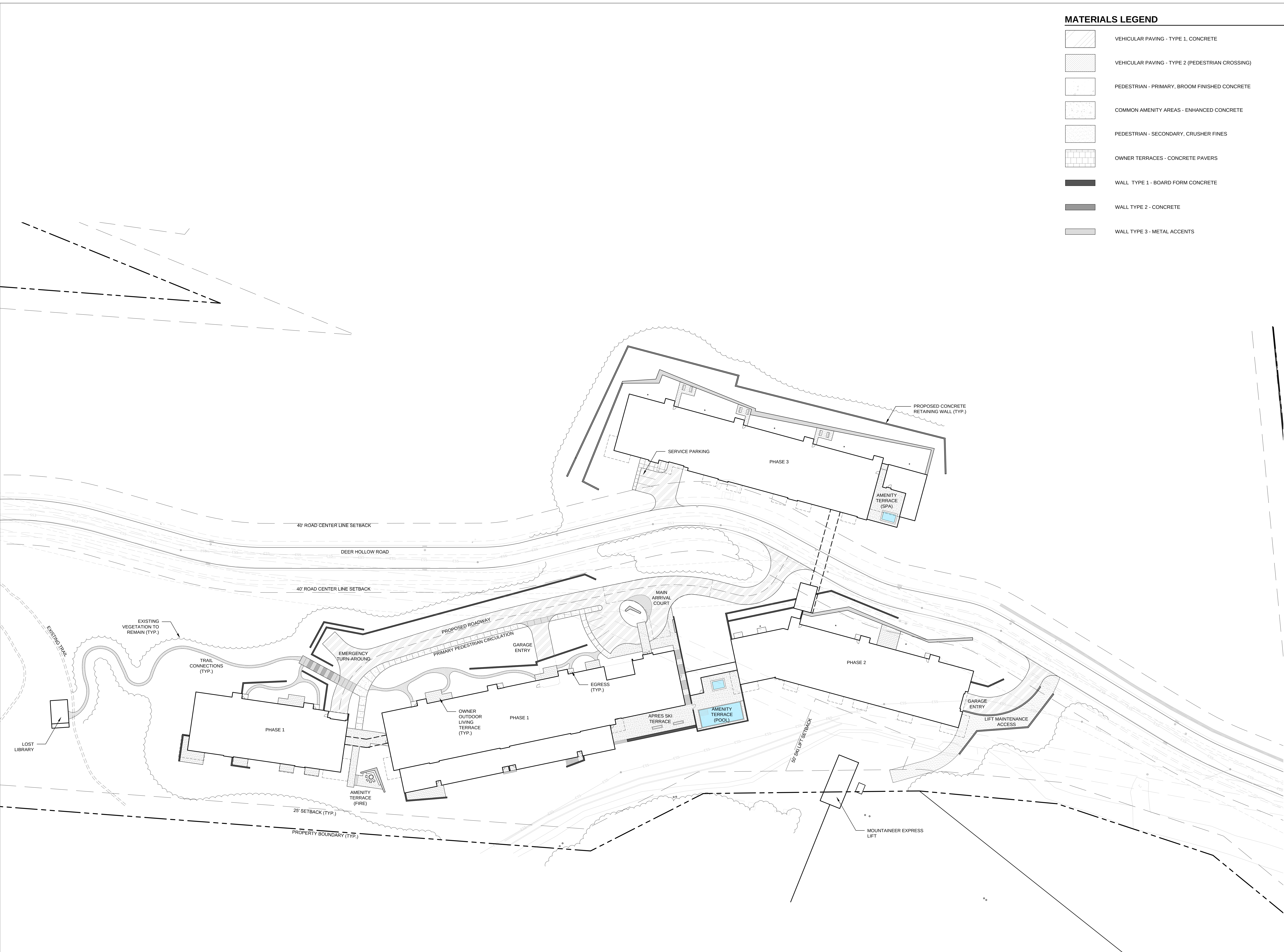
- Phase I:	Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
	Housing Unit Count this Phase: 32
	Total GSF this Phase: 158,813 GSF
	Construction Start Date: Spring 2022
- Phase II:	Includes Building 3
	Housing Unit Count this Phase: 19
	Total GSF this Phase: 89,422 GSF
	Construction Start Date: Spring 2023
- Phase III:	Includes Building 4 and Associated Pedestrian Bridge
	Housing Unit Count this Phase: 27
	Total GSF this Phase: 114,222 GSF
	Construction Start Date: Spring 2024

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

SCALE	1" = 40'-0"	SHEET NO.
JOB NO.	21-08	L1
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

MATERIALS LEGEND

- VEHICULAR PAVING - TYPE 1, CONCRETE
- VEHICULAR PAVING - TYPE 2 (PEDESTRIAN CROSSING)
- PEDESTRIAN - PRIMARY, BROOM FINISHED CONCRETE
- COMMON AMENITY AREAS - ENHANCED CONCRETE
- PEDESTRIAN - SECONDARY, CRUSHER FINES
- OWNER TERRACES - CONCRETE PAVERS
- WALL TYPE 1 - BOARD FORM CONCRETE
- WALL TYPE 2 - CONCRETE
- WALL TYPE 3 - METAL ACCENTS



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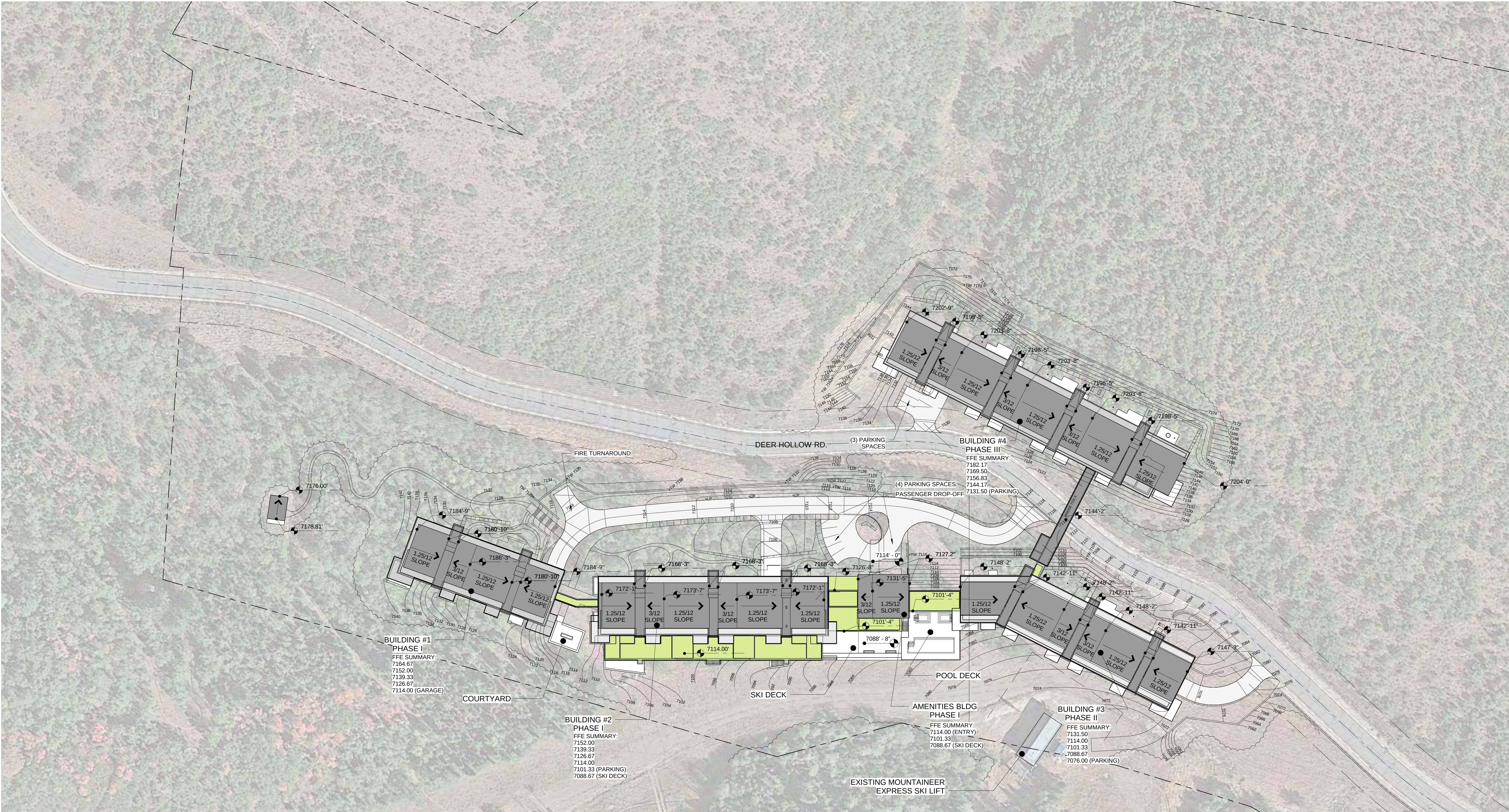
PLANT LIST

BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES	
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Acer grandidentatum</i>	Bigtooth Maple
<i>Acer negundo</i>	Boxelder
<i>Amelanchier canadensis</i>	Shadower Serviceberry
<i>Celtis occidentalis</i>	Common Hackberry
<i>Populus tremuloides</i>	Quaking Aspen
<i>Quercus gambelii</i>	Gambel Oak
CONIFEROUS TREES	
<i>Abies concolor</i>	White Fir
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper
<i>Picea engelmannii</i>	Engelmann Spruce
<i>Picea pungens</i>	Colorado Spruce
<i>Pseudotsuga menziesii</i>	Douglas Fir
DECIDUOUS & EVERGREEN SHRUBS	
<i>Artemisia tridentata</i>	Big Sagebrush
<i>Holodiscus dumosus</i>	Rock Spirea
<i>Juniperus communis</i>	Common Juniper
<i>Rosa woodsii</i>	Wood's Rose
<i>Rhus glabra</i>	Smooth Sumac
<i>Sambucus cerulea</i>	Blue Elderberry
<i>Symphoricarpos oreophilus</i>	Mountain Snowberry
GROUNDCOVERS / ORNAMENTAL GRASSES	
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick
<i>Bromus marginatus</i>	Mountain Brome
<i>Elymus trachycaulus</i>	Slender Wheatgrass
<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass
<i>Poa annua</i>	Creeping Bentgrass
<i>Schizachyrium scoparium</i>	Little Bluestem
TURF NATIVE GRASSES/ WILDFLOWERS/ EDGING	
<i>Poa pratensis</i>	Kentuck Bluegrass
Great Basin Seed Wolf Creek	
Aspen Community Seed Mix	
High County Meadow Native	
Wildflower Seed Mix	

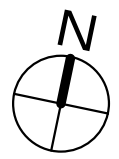
PLANTING LEGEND

	PROPOSED EVERGREEN TREE
	PROPOSED DECIDUOUS TREE
	SHRUB, PERENNIALS + GROUNDCOVER AREAS
	NATIVE REVEGETATION AREAS
	GREEN ROOF





① SITE PLAN
1" = 50'-0"



FOUNDERS PLACE

ARCHITECTURAL SITE PLAN

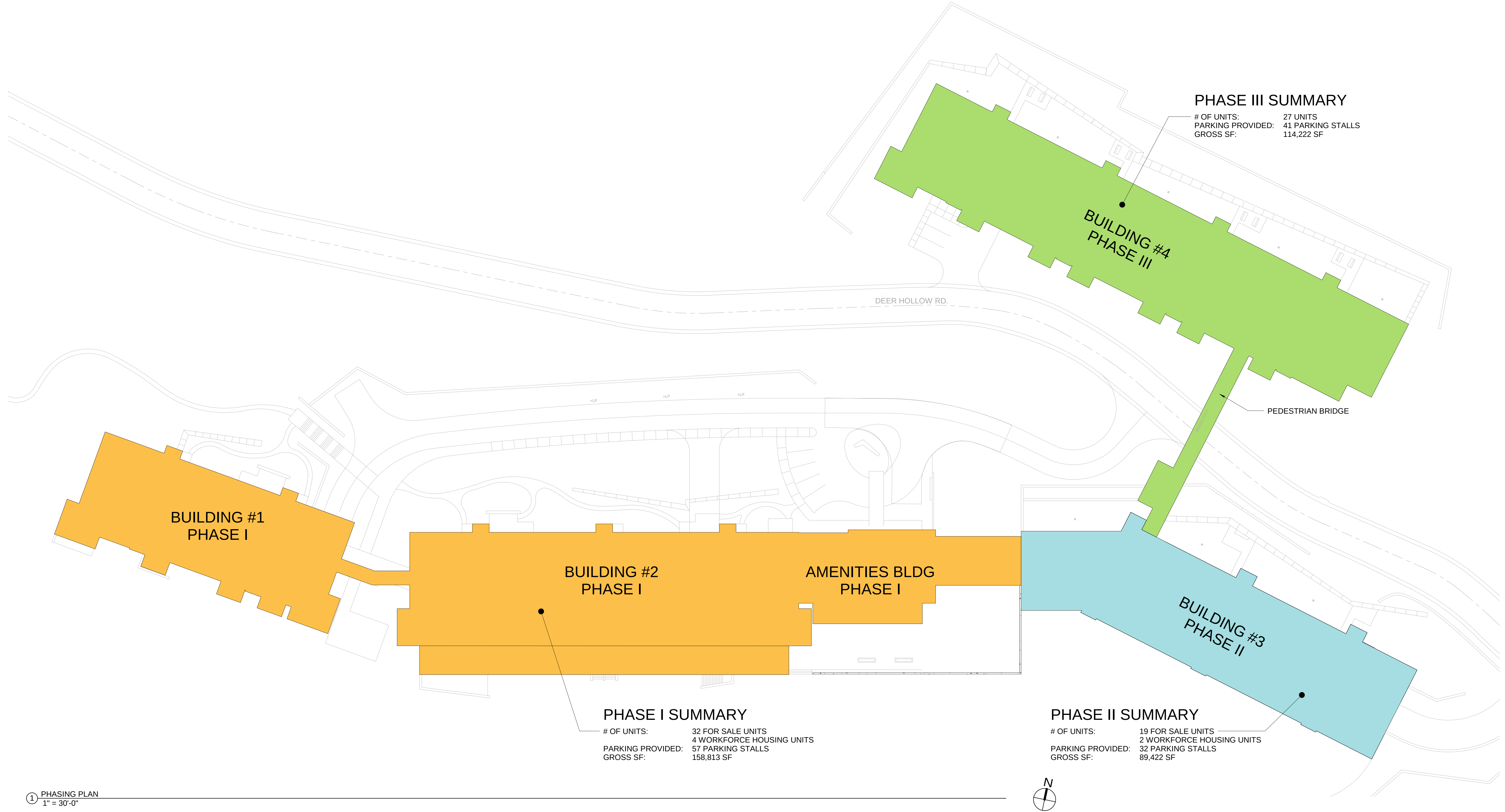
DRAWING NO. EX - 3
DATE: 11/16/21
JOB NO. 21-08

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FOUNDERS PLACE

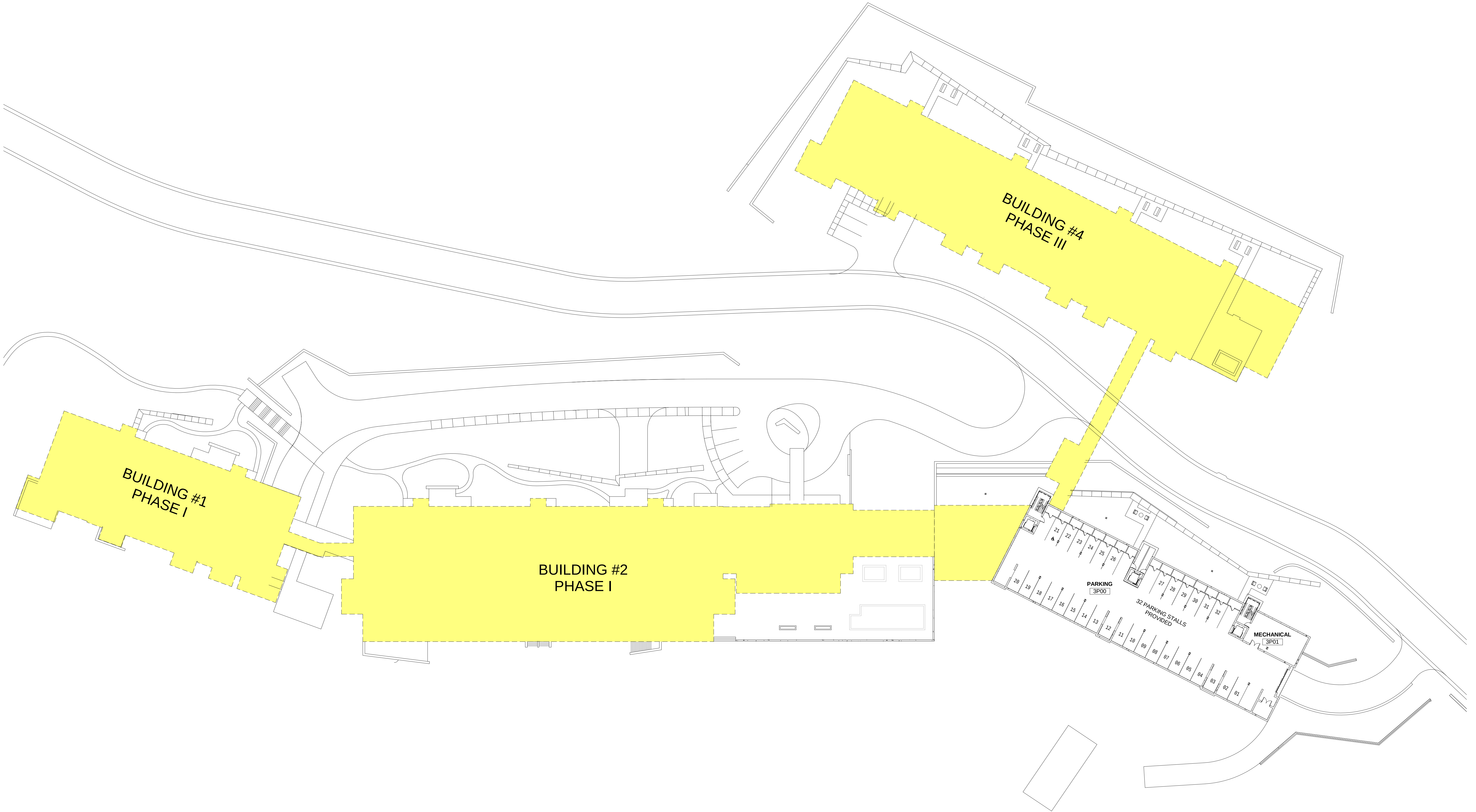
PHASING PLAN

DRAWING NO. EX - 4 DATE: 11/16/21 JOB NO. 21-08

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① FLOOR PLAN - ELEV. 7076.00'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7076.00'

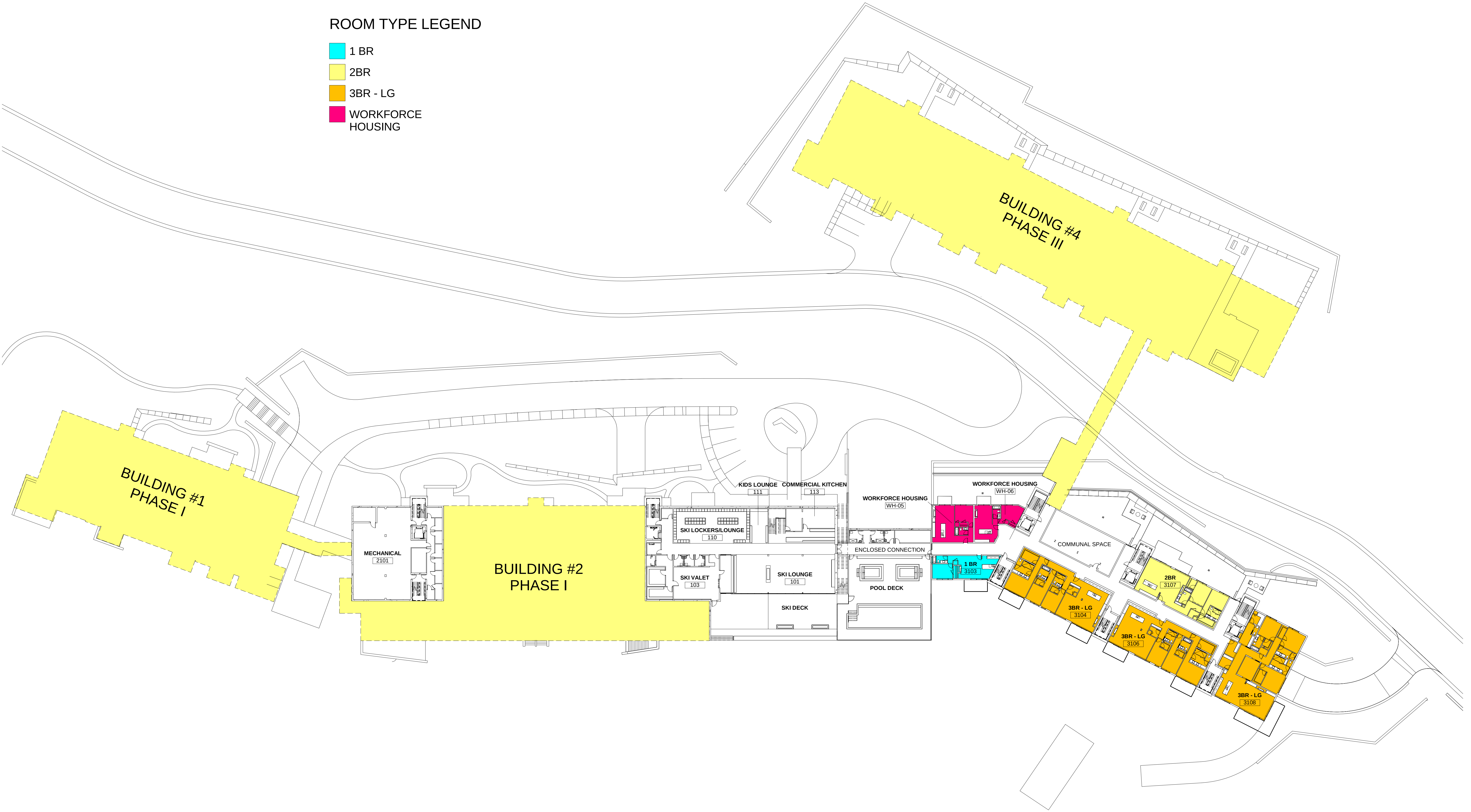
DRAWING NO. EX - 5 DATE: 11/16/21 JOB NO. 21-08

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ROOM TYPE LEGEND

- 1 BR
- 2BR
- 3BR - LG
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7088.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7088.67'

DRAWING NO. EX - 6 DATE: 11/16/21 JOB NO. 21-08

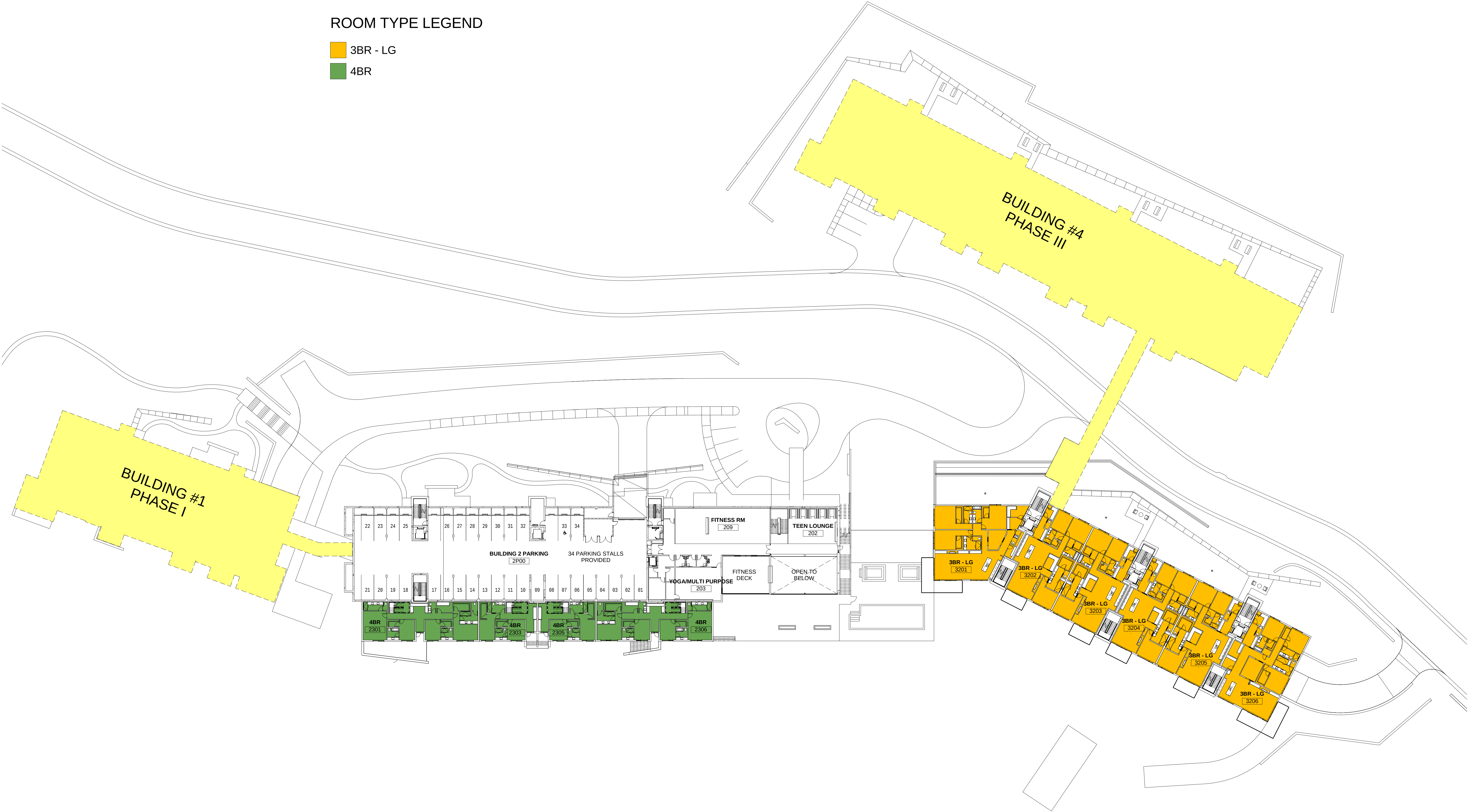
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ROOM TYPE LEGEND

- 3BR - LG
- 4BR



1 FLOOR PLAN - ELEV. 7101.33'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7101.33'

DRAWING NO. EX - 7 DATE: 11/16/21 JOB NO. 21-08

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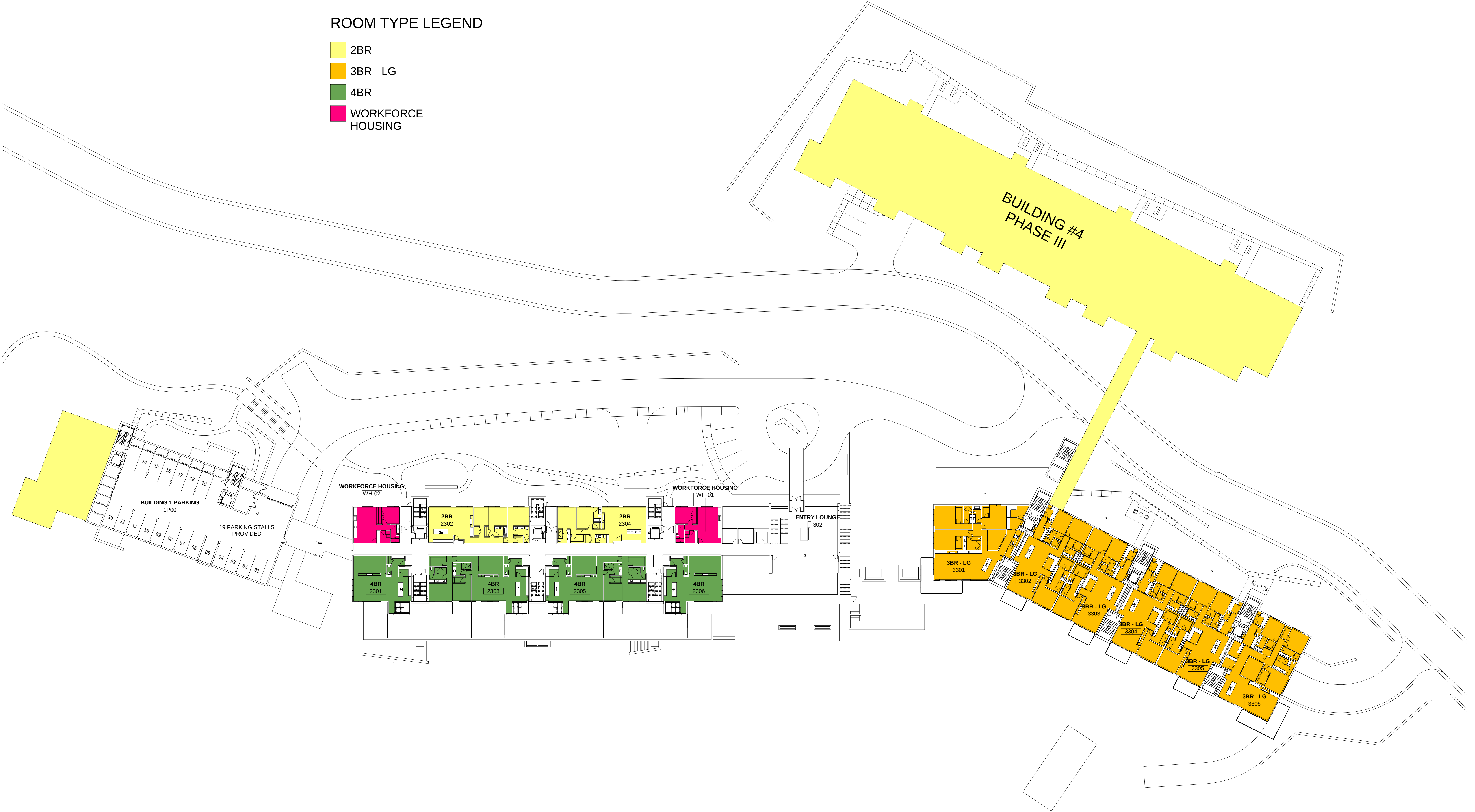
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ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 4BR
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7114.00'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7114.00'

DRAWING NO. EX - 8 DATE: 11/16/21 JOB NO. 21-08

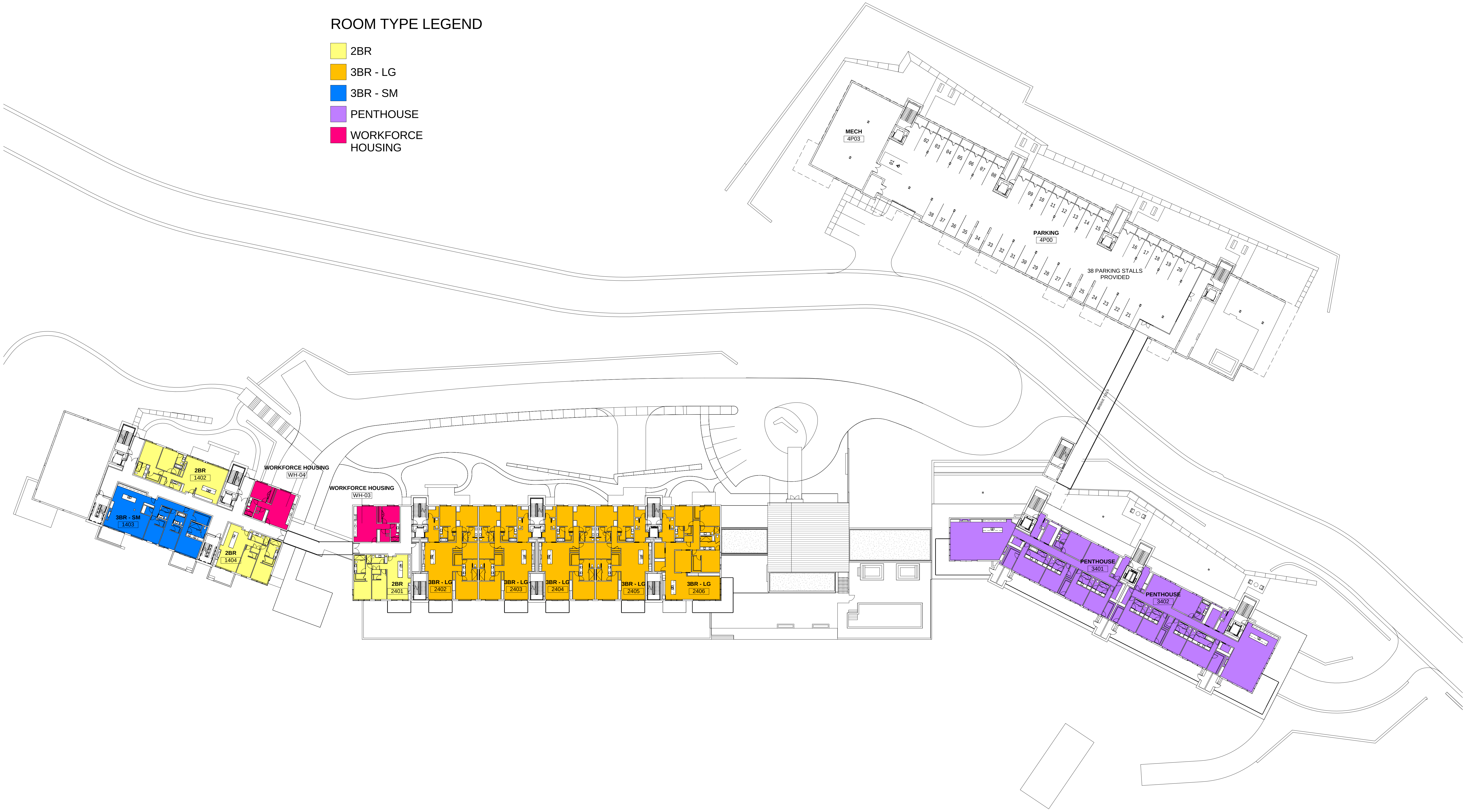
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ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7126.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7126.67'

DRAWING NO. EX - 9 DATE: 11/16/21 JOB NO. 21-08

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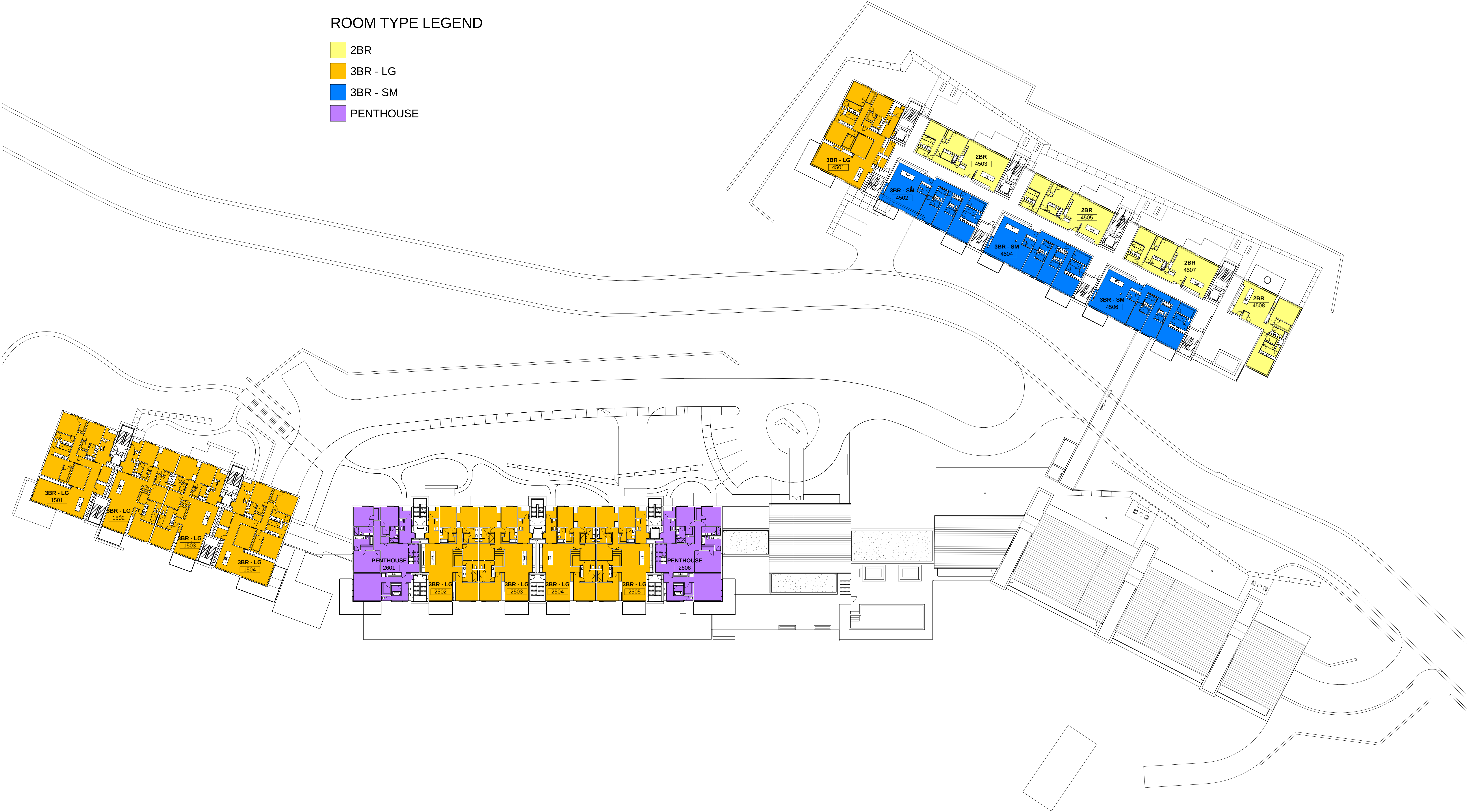
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ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7139.33'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7139.33'

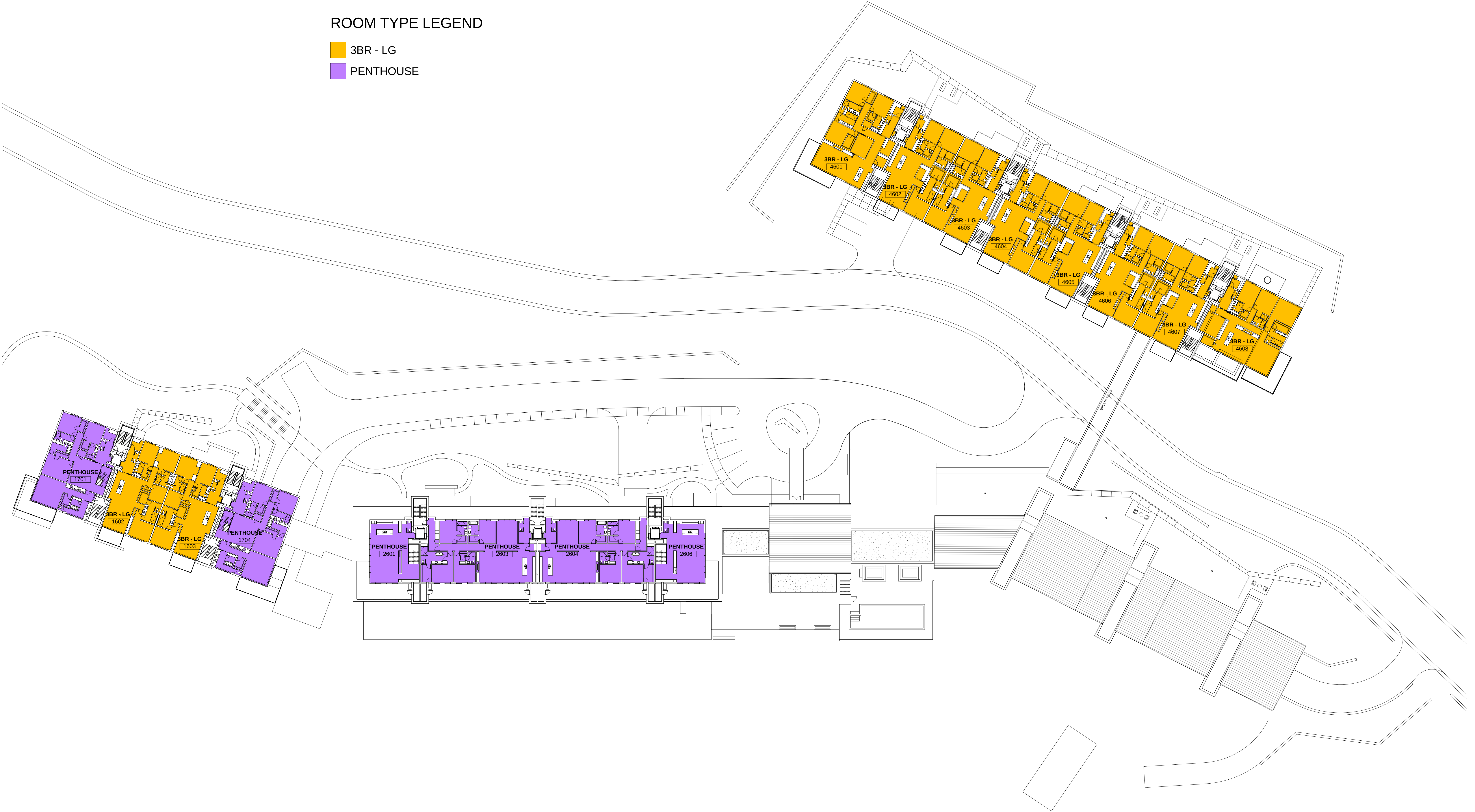
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ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7152.00'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7152.00'

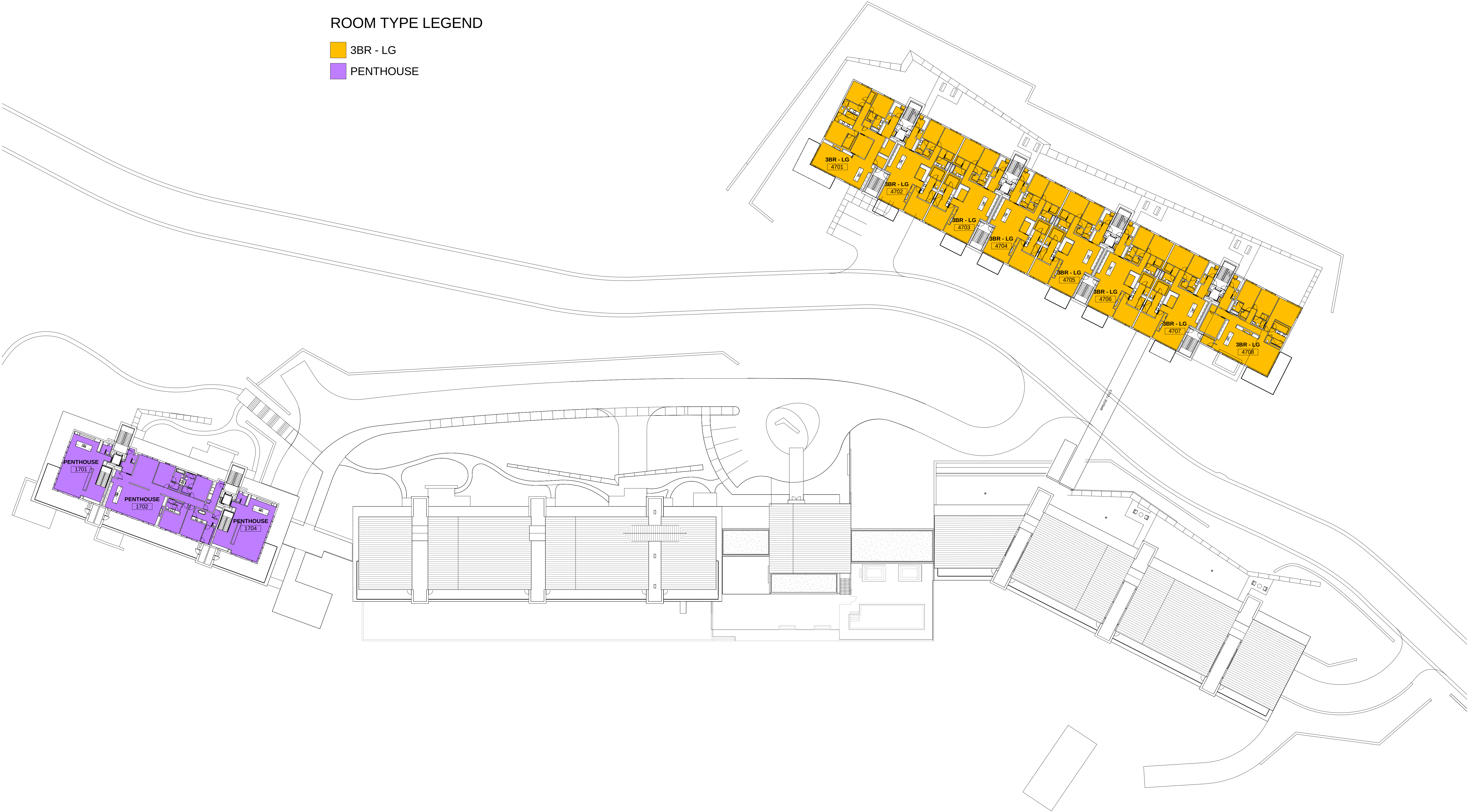
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ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7164.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7164.67'

DRAWING NO. EX - 12 DATE: 11/16/21 JOB NO. 21-08

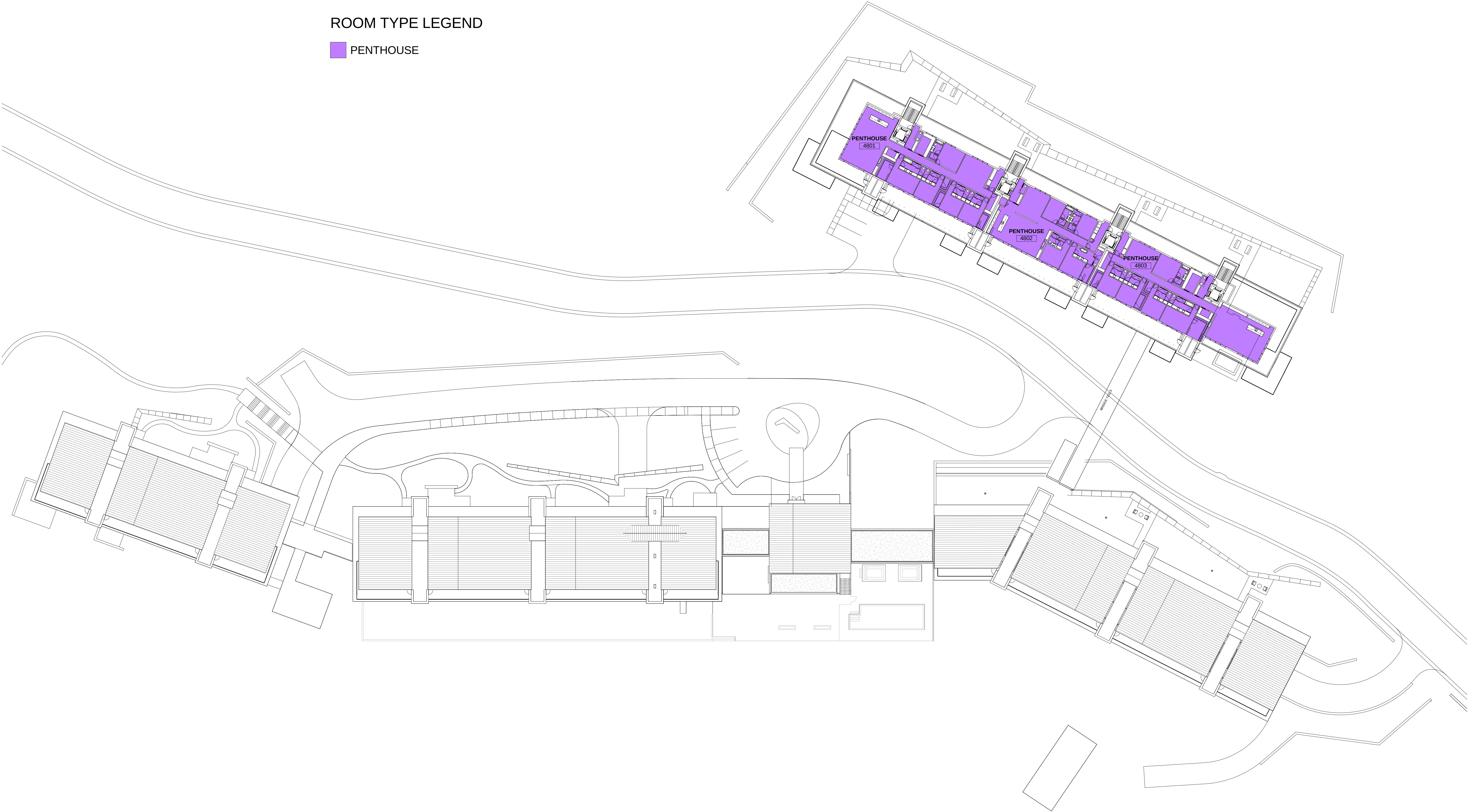
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ROOM TYPE LEGEND

PENTHOUSE



① FLOOR PLAN - ELEV. 7177.33'
1" = 30'-0"



FOUNDERS PLACE

FLOOR PLAN - ELEV. 7177.33'

DRAWING NO. EX - 13 DATE: 11/16/21 JOB NO. 21-08

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GROSS BUILDING AREA SCHEDULE - ALL PHASES		
PHASE	LEVEL	AREA

AMENITY BLDG	LEVEL 1	10210 SF
AMENITY BLDG	LEVEL 2	7992 SF
AMENITY BLDG	LEVEL 3	2477 SF
AMENITY BLDG: 3		20679 SF

PHASE I	LEVEL 1	4901 SF
PHASE I	LEVEL 2	21246 SF
PHASE I	LEVEL 3	18823 SF
PHASE I	LEVEL 3	9383 SF
PHASE I	LEVEL 4	28262 SF
PHASE I	LEVEL 5	18239 SF
PHASE I	LEVEL 5	12450 SF
PHASE I	LEVEL 6	12007 SF
PHASE I	LEVEL 6	12450 SF
PHASE I	LEVEL 7	375 SF
PHASE I: 10		138134 SF

PHASE II	LEVEL P1	15077 SF
PHASE II	LEVEL 1	18221 SF
PHASE II	LEVEL 2	18275 SF
PHASE II	LEVEL 3	18275 SF
PHASE II	LEVEL 4	11749 SF
PHASE II	LEVEL 7	7825 SF
PHASE II: 6		89422 SF

PHASE III	LEVEL 1	651 SF
PHASE III	LEVEL 2	348 SF
PHASE III	LEVEL 3	348 SF
PHASE III	LEVEL 4	25911 SF
PHASE III	LEVEL 5	21088 SF
PHASE III	LEVEL 5	1782 SF
PHASE III	LEVEL 6	24092 SF
PHASE III	LEVEL 7	24092 SF
PHASE III	LEVEL 8	15911 SF
PHASE III: 9		114222 SF
Grand total: 28		362458 SF

PHASE I
375 SF

PHASE II
7825 SF

PHASE III
24092 SF

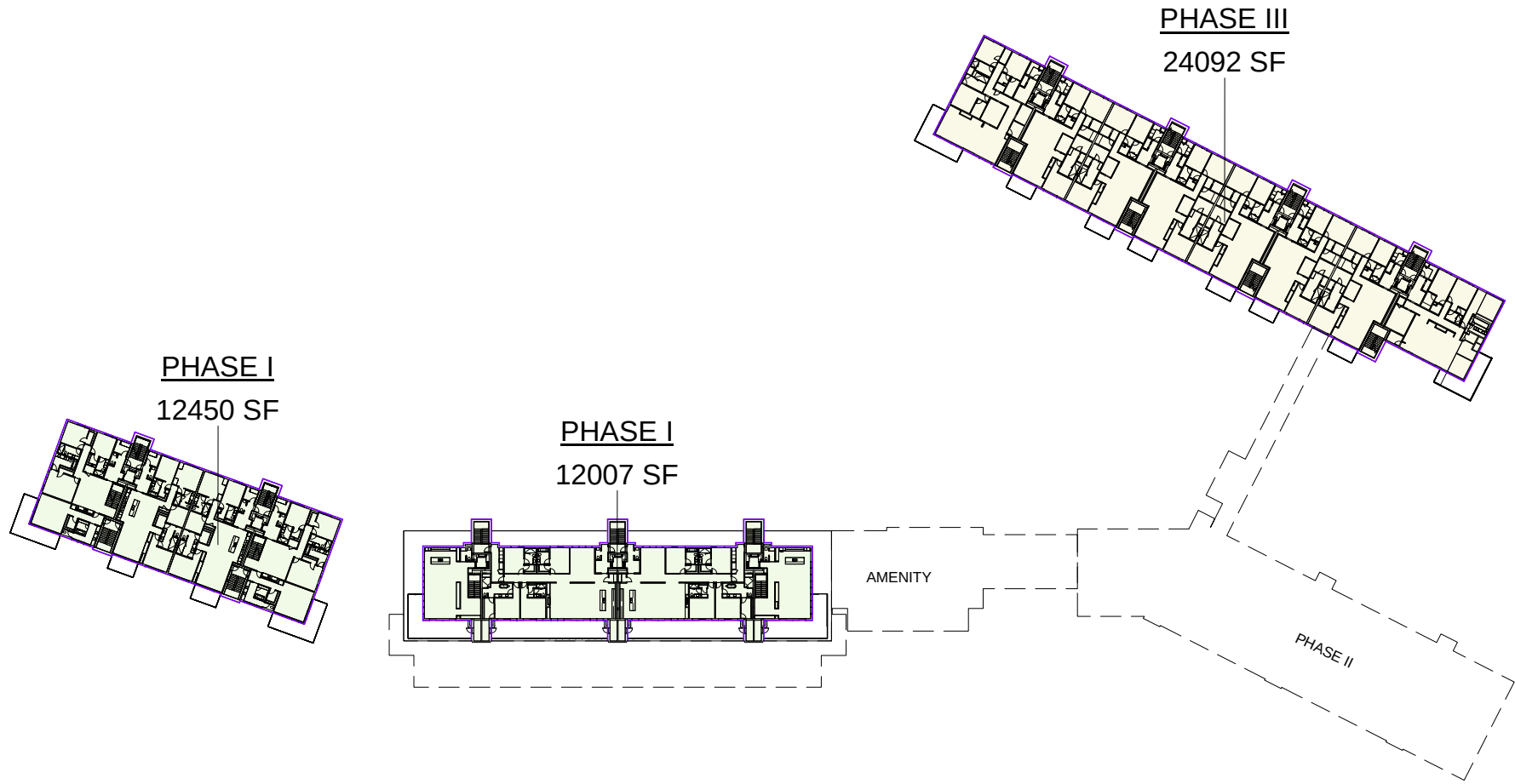
⑨ LEVEL 7
1" = 100'-0"

PHASE III
15911 SF

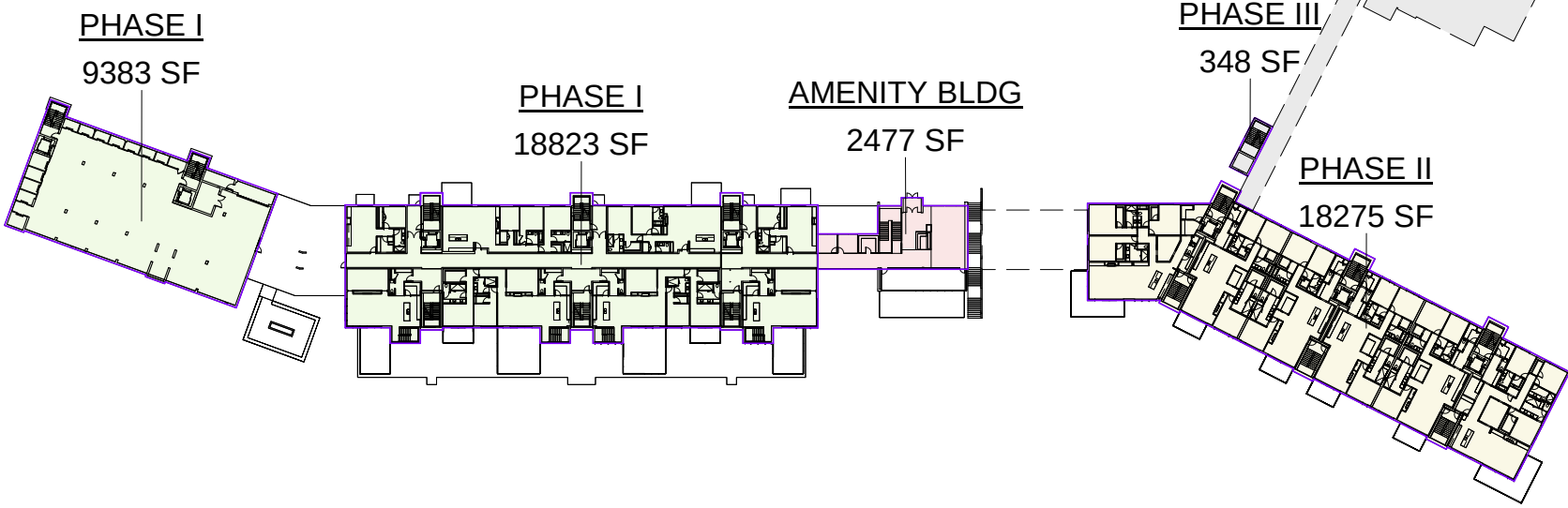
⑩ LEVEL 8
1" = 100'-0"

LEGEND

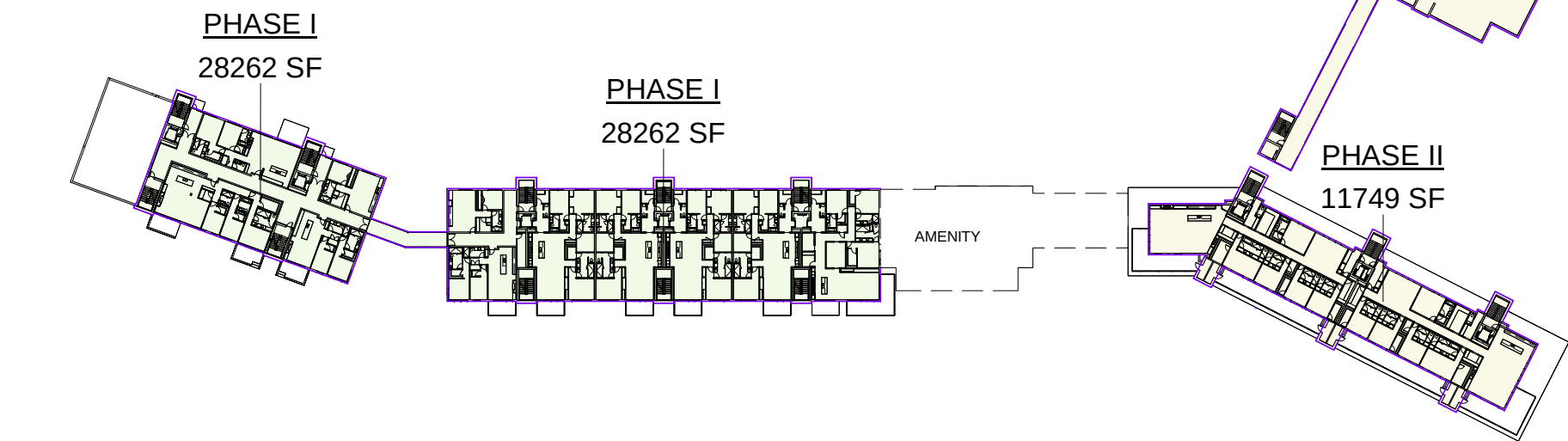
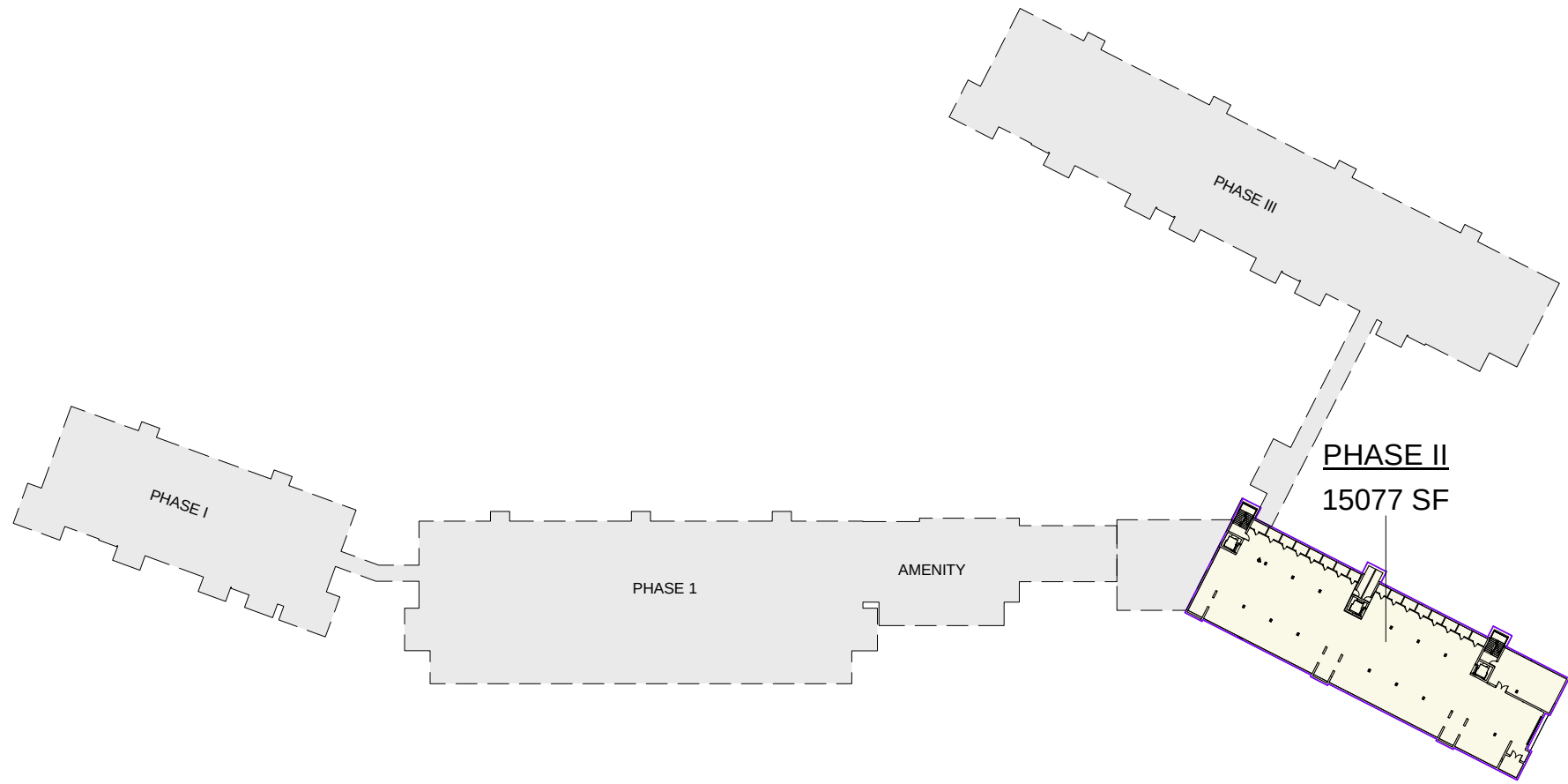
- AMENITY BLDG
- PHASE I
- PHASE II
- PHASE III



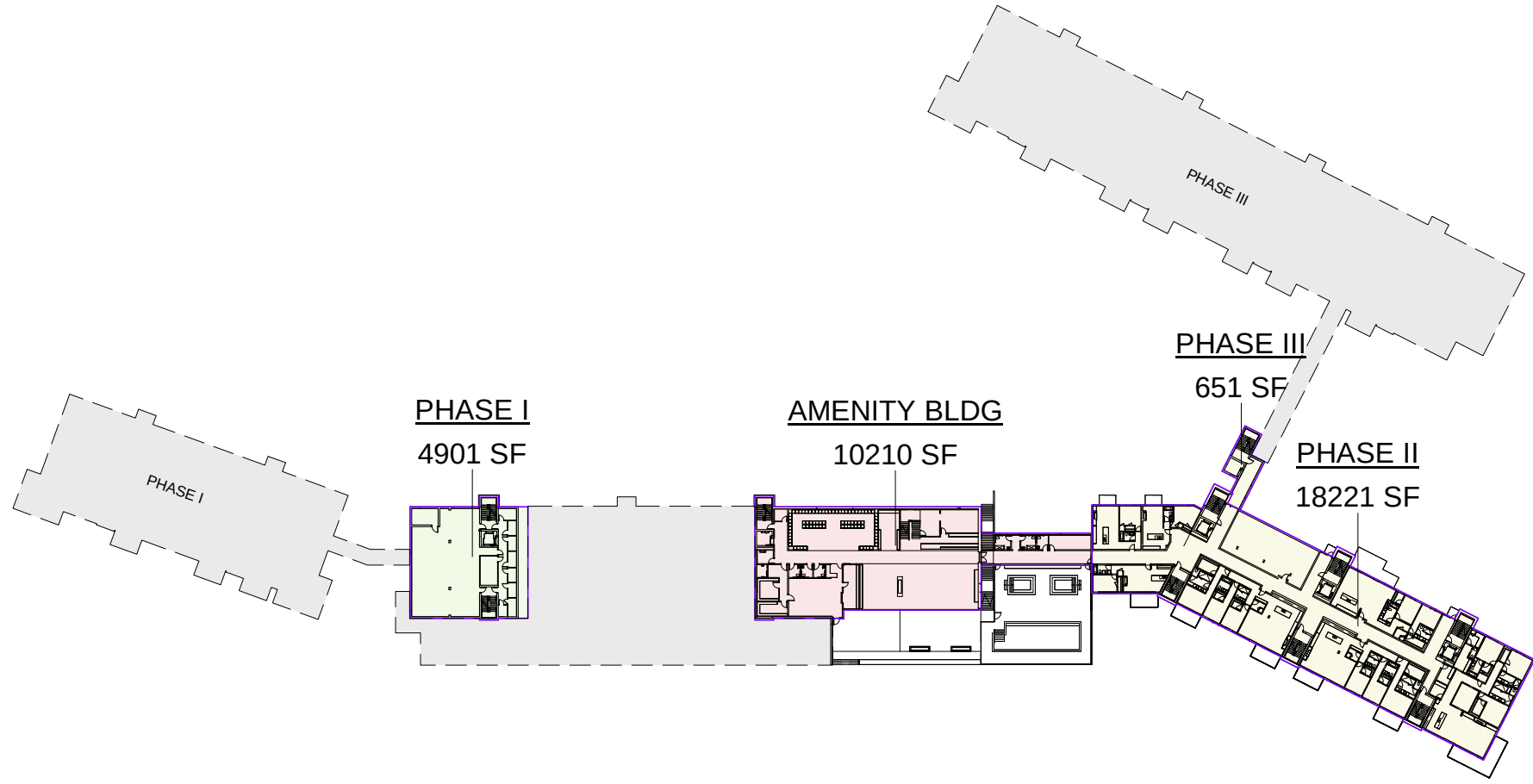
⑤ LEVEL 3
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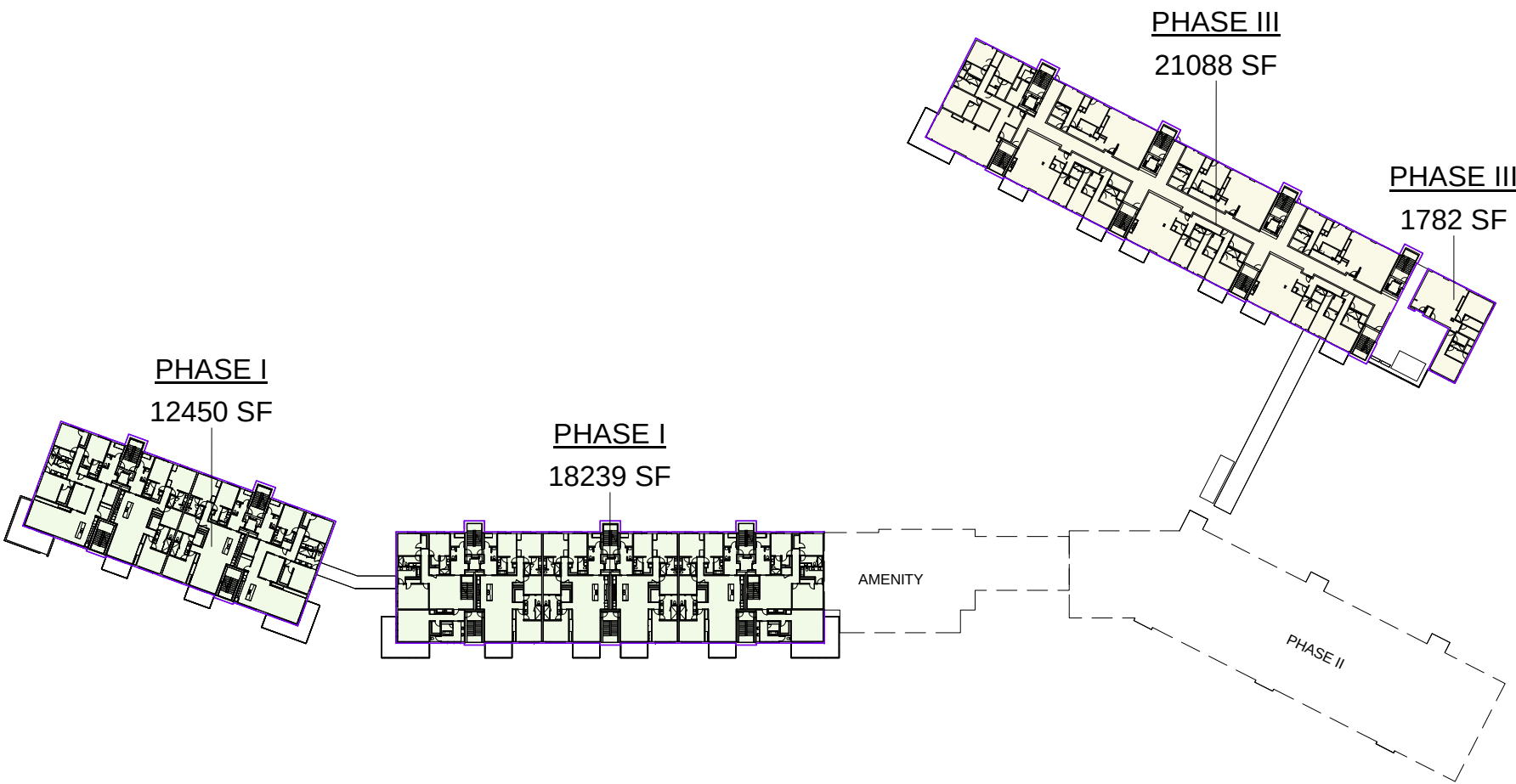
③ LEVEL P1
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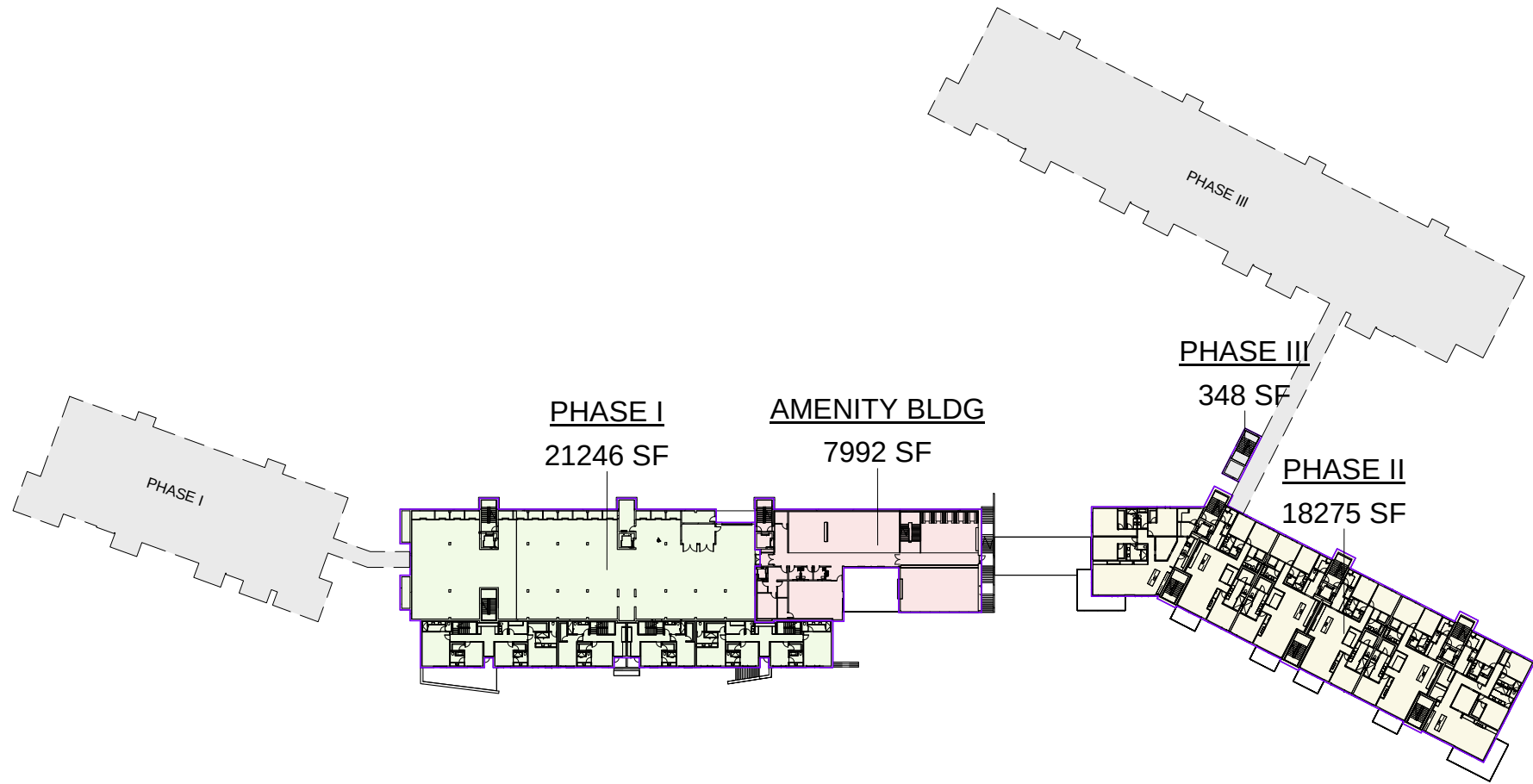
② LEVEL 1
1" = 100'-0"



⑥ LEVEL 4
1" = 100'-0"



④ LEVEL 2
1" = 100'-0"



FOUNDERS PLACE

GROSS BUILDING AREA CALCULATIONS

DRAWING NO. EX - 14 DATE: 11/16/21 JOB NO. 21-08

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UNIT NET SQUARE FOOTAGE - ALL PHASES				
TYPE	ROOM NUMBER	LEVEL	AREA	PHASE
PHASE I				
2BR	1402	LEVEL 4	1475 SF	PHASE I
2BR	1404	LEVEL 4	1163 SF	PHASE I
2BR	2302	LEVEL 3	1678 SF	PHASE I
2BR	2304	LEVEL 3	1480 SF	PHASE I
2BR	2401	LEVEL 4	1163 SF	PHASE I
3BR - LG	1501	LEVEL 5	2740 SF	PHASE I
3BR - LG	1502	LEVEL 5	2326 SF	PHASE I
3BR - LG	1503	LEVEL 5	2326 SF	PHASE I
3BR - LG	1504	LEVEL 5	2740 SF	PHASE I
3BR - LG	1602	LEVEL 6	2326 SF	PHASE I
3BR - LG	1603	LEVEL 6	2326 SF	PHASE I
3BR - LG	2402	LEVEL 4	2326 SF	PHASE I
3BR - LG	2403	LEVEL 4	2326 SF	PHASE I
3BR - LG	2404	LEVEL 4	2326 SF	PHASE I
3BR - LG	2405	LEVEL 4	2326 SF	PHASE I
3BR - LG	2406	LEVEL 4	2740 SF	PHASE I
3BR - LG	2502	LEVEL 5	2326 SF	PHASE I
3BR - LG	2503	LEVEL 5	2326 SF	PHASE I
3BR - LG	2504	LEVEL 5	2326 SF	PHASE I
3BR - LG	2505	LEVEL 5	2326 SF	PHASE I
3BR - SM	1403	LEVEL 4	2128 SF	PHASE I
4BR	2301	2 STORY UNIT	3336 SF	PHASE I
4BR	2303	2 STORY UNIT	3185 SF	PHASE I
4BR	2305	2 STORY UNIT	3185 SF	PHASE I
4BR	2306	2 STORY UNIT	3337 SF	PHASE I
PENTHOUSE	1701	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	1702	LEVEL 7	3308 SF	PHASE I
PENTHOUSE	1704	2 STORY UNIT	4066 SF	PHASE I
PENTHOUSE	2601	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	2603	LEVEL 6	3309 SF	PHASE I
PENTHOUSE	2604	LEVEL 6	3308 SF	PHASE I
PENTHOUSE	2606	2 STORY UNIT	4066 SF	PHASE I
			84449 SF	

PHASE II				
1 BR	3103	LEVEL 1	625 SF	PHASE II
2BR	3107	LEVEL 1	1473 SF	PHASE II
3BR - LG	3104	LEVEL 1	2132 SF	PHASE II
3BR - LG	3106	LEVEL 1	2132 SF	PHASE II
3BR - LG	3108	LEVEL 1	2742 SF	PHASE II
3BR - LG	3201	LEVEL 2	2821 SF	PHASE II
3BR - LG	3202	LEVEL 2	2327 SF	PHASE II
3BR - LG	3203	LEVEL 2	2327 SF	PHASE II
3BR - LG	3204	LEVEL 2	2327 SF	PHASE II
3BR - LG	3205	LEVEL 2	2327 SF	PHASE II
3BR - LG	3206	LEVEL 2	2737 SF	PHASE II
3BR - LG	3301	LEVEL 3	2821 SF	PHASE II
3BR - LG	3302	LEVEL 3	2327 SF	PHASE II
3BR - LG	3303	LEVEL 3	2327 SF	PHASE II
3BR - LG	3304	LEVEL 3	2327 SF	PHASE II
3BR - LG	3305	LEVEL 3	2327 SF	PHASE II
3BR - LG	3306	LEVEL 3	2737 SF	PHASE II
PENTHOUSE	3401	LEVEL 4	4685 SF	PHASE II
PENTHOUSE	3402	LEVEL 4	4572 SF	PHASE II
			48088 SF	

PHASE III				
2BR	4503	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4505	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4507	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4508	LEVEL 5 BLDG 4	1478 SF	PHASE III
3BR - LG	4501	LEVEL 5 BLDG 4	2742 SF	PHASE III
3BR - LG	4601	LEVEL 6 BLDG 4	2737 SF	PHASE III
3BR - LG	4602	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4603	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4604	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4605	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4606	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4607	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4608	LEVEL 6 BLDG 4	2844 SF	PHASE III
3BR - LG	4701	LEVEL 7 BLDG 4	2737 SF	PHASE III
3BR - LG	4702	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4703	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4704	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4705	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4706	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4707	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4708	LEVEL 7 BLDG 4	2844 SF	PHASE III
3BR - SM	4502	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4504	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4506	LEVEL 5 BLDG 4	2131 SF	PHASE III
PENTHOUSE	4801	LEVEL 8 BLDG 4	4581 SF	PHASE III
PENTHOUSE	4802	LEVEL 8 BLDG 4	3292 SF	PHASE III
PENTHOUSE	4803	LEVEL 8 BLDG 4	4654 SF	PHASE III
			66663 SF	
			199200 SF	

PHASE I UNIT TYPES		
TYPE	ROOM NUMBER	PHASE

PHASE I		
2BR	2401	PHASE I
2BR	2304	PHASE I
2BR	2302	PHASE I
2BR	1404	PHASE I
2BR	1402	PHASE I
2BR: 5		
3BR - LG		
3BR - LG	2503	PHASE I
3BR - LG	2502	PHASE I
3BR - LG	2505	PHASE I
3BR - LG	2402	PHASE I
3BR - LG	2403	PHASE I
3BR - LG	2404	PHASE I
3BR - LG	2405	PHASE I
3BR - LG	2406	PHASE I
3BR - LG	1602	PHASE I
3BR - LG	1603	PHASE I
3BR - LG	1502	PHASE I
3BR - LG	1503	PHASE I
3BR - LG	1504	PHASE I
3BR - LG	1501	PHASE I
3BR - LG	2406	PHASE I
3BR - LG	2504	PHASE I
3BR - LG: 15		
3BR - SM		
3BR - SM	1403	PHASE I
3BR - SM: 1		
4BR		
4BR	2306	PHASE I
4BR	2303	PHASE I
4BR	2301	PHASE I
4BR	2305	PHASE I
4BR: 4		
PENTHOUSE		
PENTHOUSE	2603	PHASE I
PENTHOUSE	2604	PHASE I
PENTHOUSE	2601	PHASE I
PENTHOUSE	1702	PHASE I
PENTHOUSE	1704	PHASE I
PENTHOUSE	1701	PHASE I
PENTHOUSE	2606	PHASE I
PENTHOUSE: 7		
PHASE I: 32		

PHASE I UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	5	15.6%
3BR - LG	15	46.9%
3BR - SM	1	3.1%
4BR	4	12.5%
PENTHOUSE	7	21.9%

OVERALL PROJECT UNIT TYPE SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	1.3%
2BR	10	12.8%
3BR - LG	47	60.3%
3BR - SM	4	5.1%
4BR	4	5.1%
PENTHOUSE	12	15.4%

PHASE II UNIT TYPES		
TYPE	ROOM NUMBER	PHASE

PHASE II		
1 BR		
1 BR	3103	PHASE II
1 BR: 1		
2BR		
2BR	3107	PHASE II
2BR: 1		
3BR - LG		
3BR - LG	3206	PHASE II
3BR - LG	3204	PHASE II
3BR - LG	3202	PHASE II
3BR - LG	3306	PHASE II
3BR - LG	3305	PHASE II
3BR - LG	3304	PHASE II
3BR - LG	3303	PHASE II
3BR - LG	3302	PHASE II
3BR - LG	3201	PHASE II
3BR - LG	3301	PHASE II
3BR - LG	3108	PHASE II
3BR - LG	3106	PHASE II
3BR - LG	3203	PHASE II
3BR - LG	3205	PHASE II
3BR - LG	3104	PHASE II
3BR - LG: 15		
PENTHOUSE	3401	PHASE II
PENTHOUSE	3402	PHASE II
PENTHOUSE: 2		
PHASE II: 19		

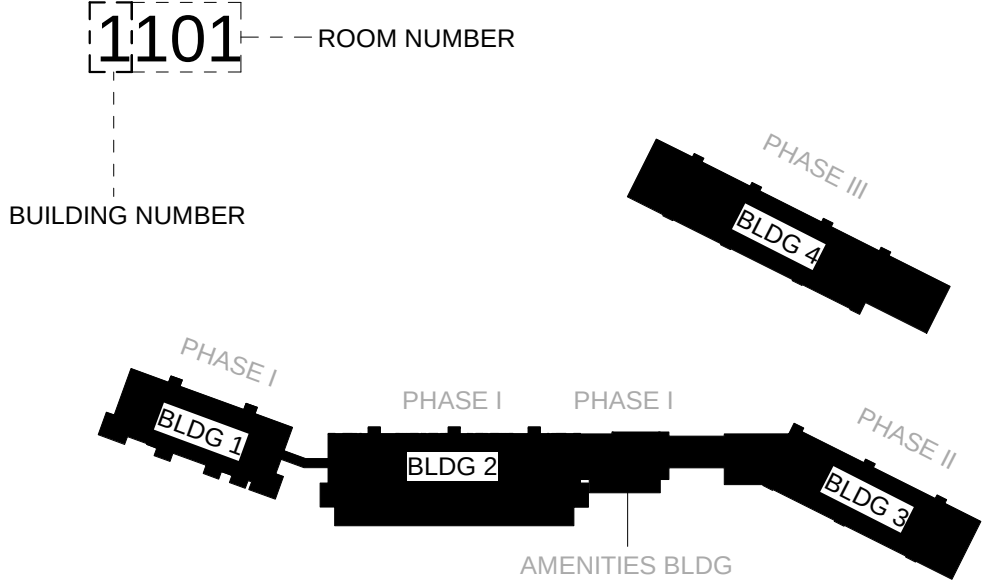
PHASE II UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	5.3%
2BR	1	5.3%
3BR - LG	15	78.9%
PENTHOUSE	2	10.5%

PHASE III UNIT TYPES		
TYPE	ROOM NUMBER	PHASE

PHASE III		
2BR		
2BR	4508	PHASE III
2BR	4507	PHASE III
2BR	4505	PHASE III
2BR	4503	PHASE III
2BR: 4		
3BR - LG		
3BR - LG	4705	PHASE III
3BR - LG	4704	PHASE III
3BR - LG	4707	PHASE III
3BR - LG	4706	PHASE III
3BR - LG	4702	PHASE III
3BR - LG	4601	PHASE III
3BR - LG	4602	PHASE III
3BR - LG	4603	PHASE III
3BR - LG	4604	PHASE III
3BR - LG	4607	PHASE III
3BR - LG	4605	PHASE III
3BR - LG	4606	PHASE III
3BR - LG	4501	PHASE III
3BR - LG	4608	PHASE III
3BR - LG	4703	PHASE III
3BR - LG	4701	PHASE III
3BR - LG	4708	PHASE III
3BR - LG: 17		
3BR - SM		
3BR - SM	4506	PHASE III
3BR - SM	4504	PHASE III
3BR - SM	4502	PHASE III
3BR - SM: 3		
PENTHOUSE		
PENTHOUSE	4802	PHASE III
PENTHOUSE	4801	PHASE III
PENTHOUSE	4803	PHASE III
PENTHOUSE: 3		
PHASE III: 27		

PHASE III UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	4	14.8%
3BR - LG	17	63.0%
3BR - SM	3	11.1%
PENTHOUSE	3	11.1%

ROOM NUMBER LEGEND



REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A201
ISSUE	50% DD	
DATE	NOVEMBER 10, 2021	

KEYNOTE LEGEND

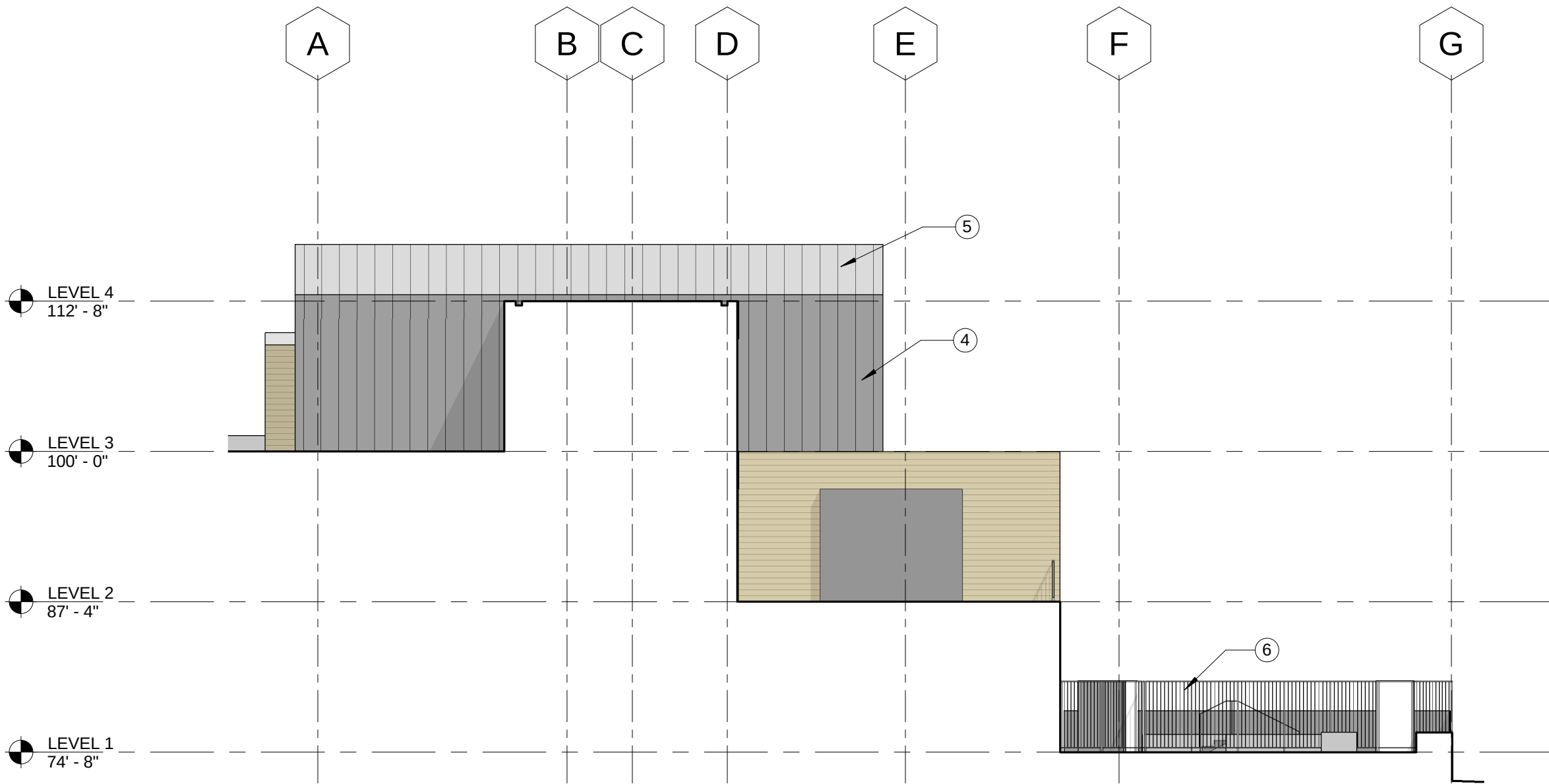
- 1
- 2 CONCRETE PANEL SIDING.
- 3 PREFINISHED METAL RAILING.
- 4 HORIZONTAL WOOD SIDING.
- 5 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
- 6 PREFINISHED METAL POOL FENCING.

GENERAL NOTES

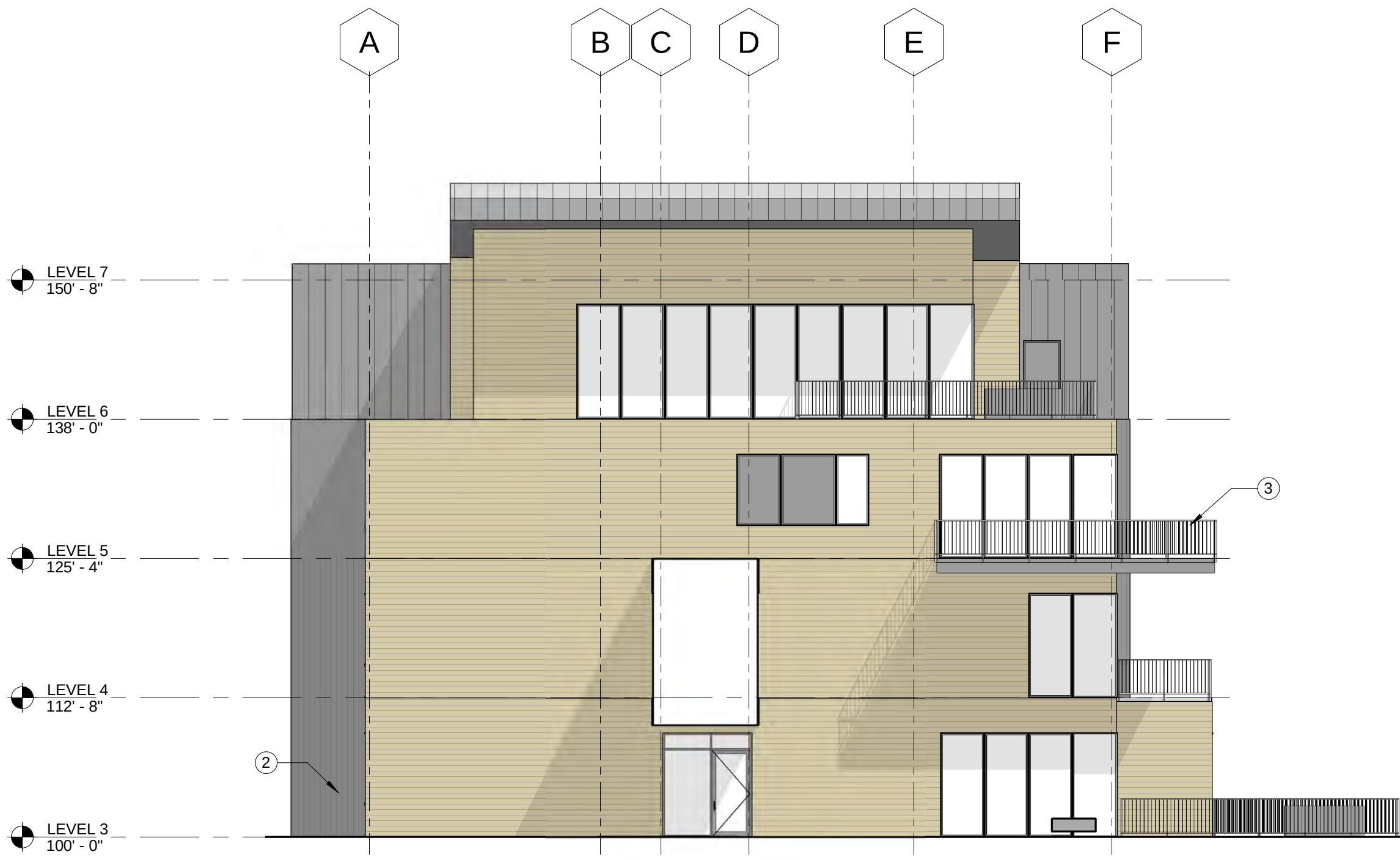
A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



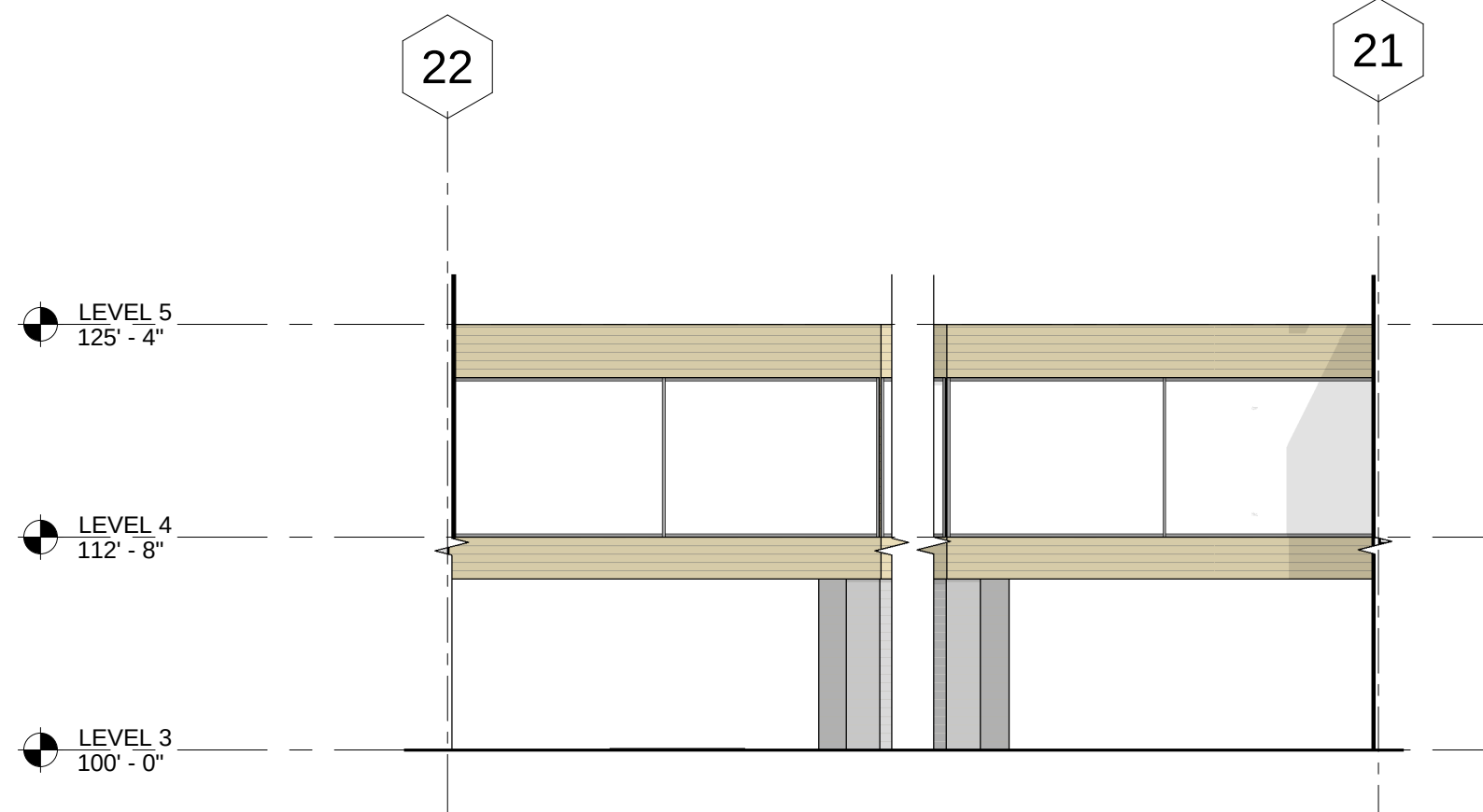
1 BUILDIGN 2 - NORTH ELEVATION
3/32" = 1'-0"



5 AMENITY - WEST ELEVATION
3/32" = 1'-0"

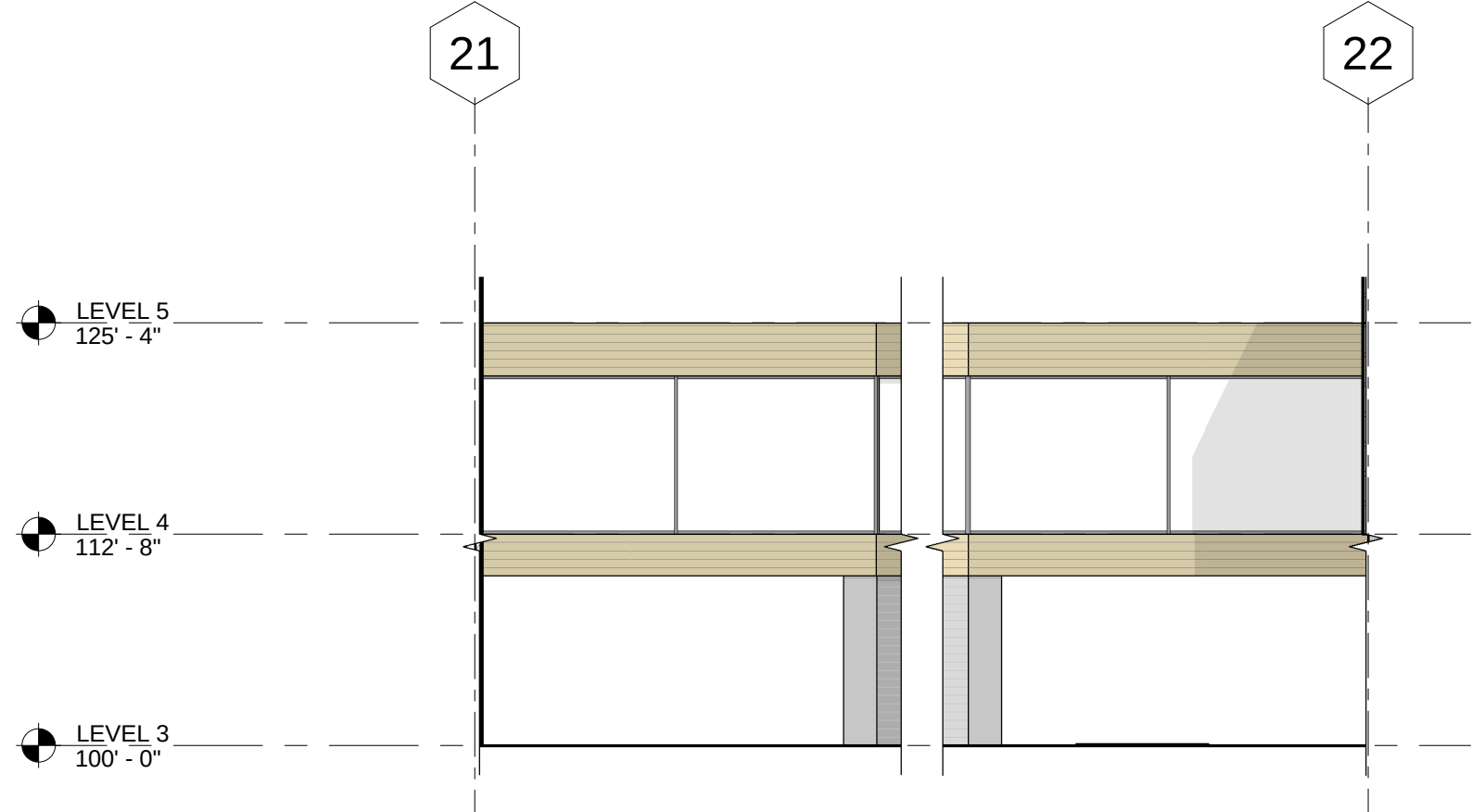


4 BUILDING 2 - WEST ELEVATION
3/32" = 1'-0"



3 BRIDGE - SOUTH ELEVATION A
3/32" = 1'-0"

2 BRIDGE - SOUTH ELEVATION B
3/32" = 1'-0"



7 BRIDGE - NORTH ELEVATION A
3/32" = 1'-0"

6 BRIDGE - NORTH ELEVATION B
3/32" = 1'-0"

ELEVATION 1

DRAWING NO. DATE:
EX - 16 11/16/21

KEYNOTE LEGEND

- 1 HORIZONTAL WOOD SIDING.
- 2 PREFINISHED METAL RAILING.
- 3 BOARD FORM CONCRETE.
- 4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
- 5 PREFINISHED METAL POOL FENCING.

GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

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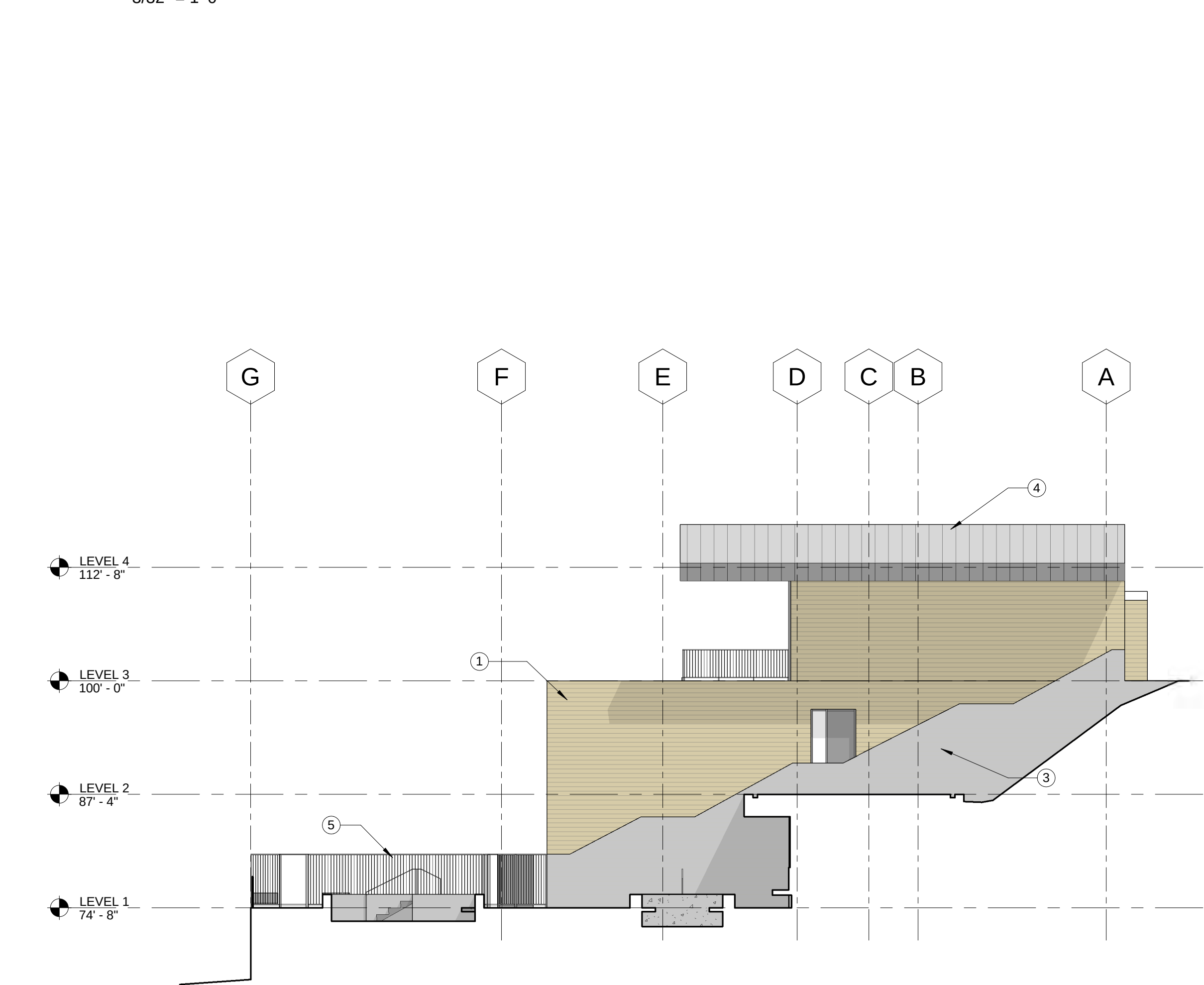
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FOUNDERS PLACE

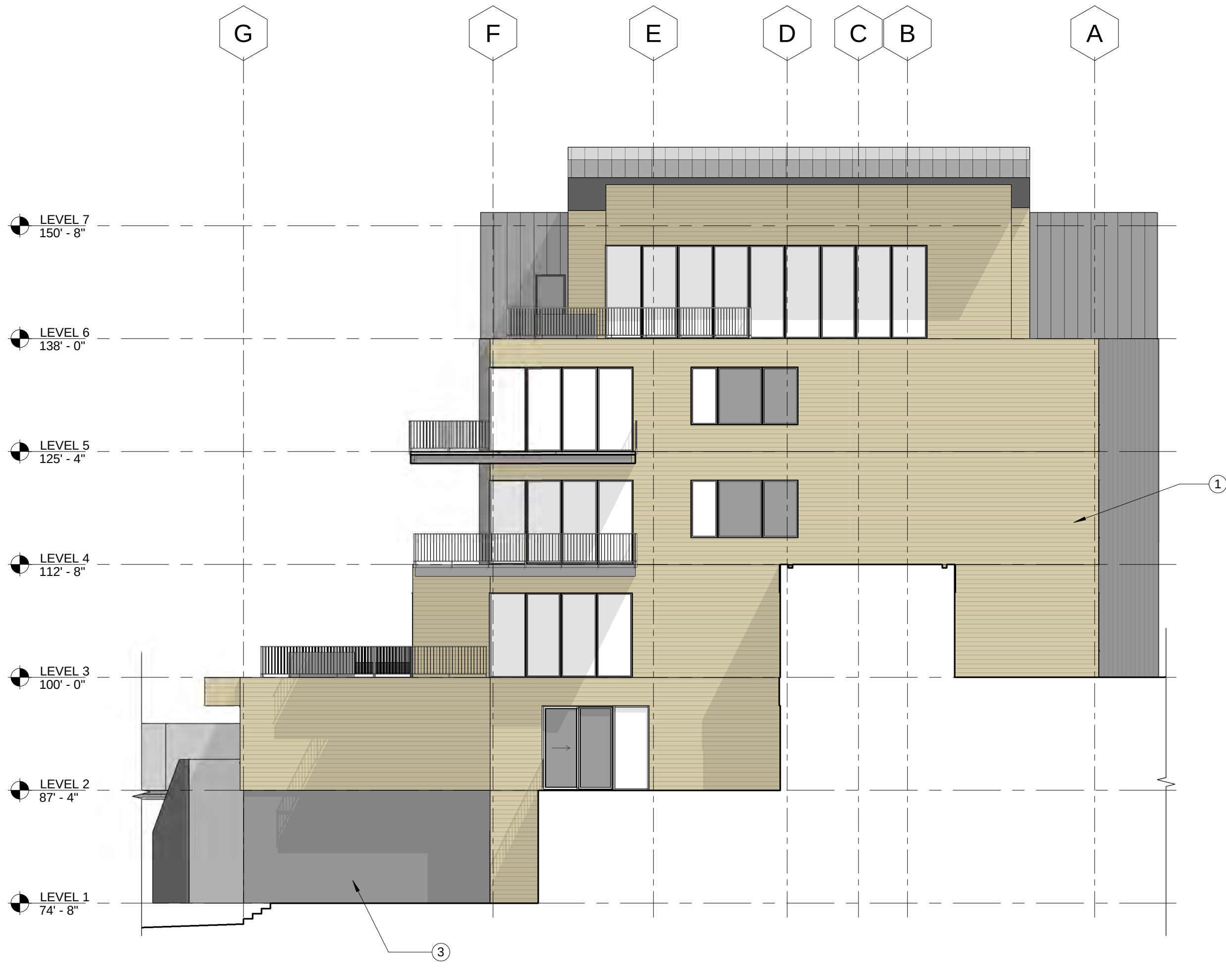
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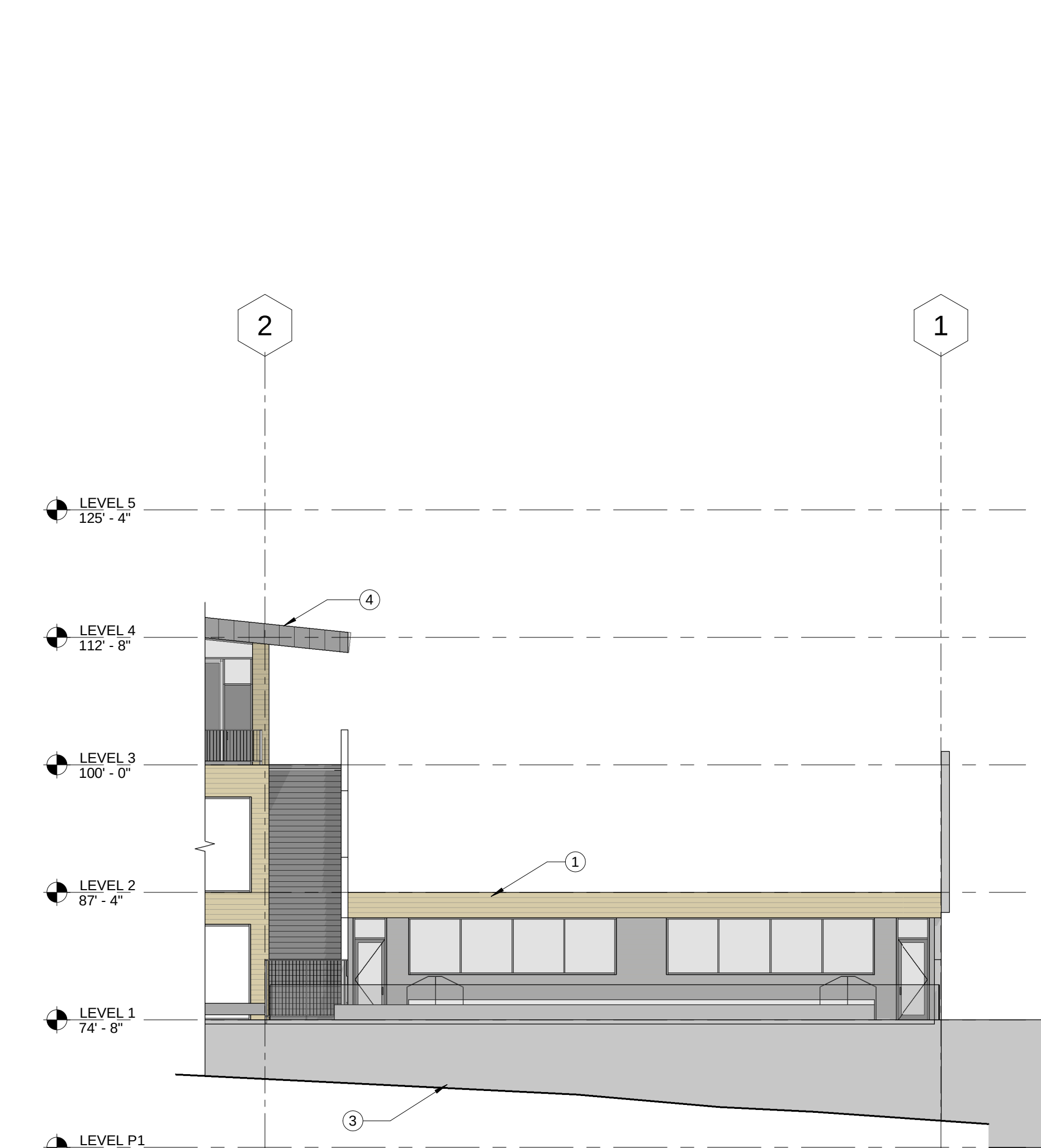
1 BUILDING 2 - SOUTH ELEVATION
3/32" = 1'-0"



4 AMENITY - EAST ELEVATION
3/32" = 1'-0"



3 BUILDING 2 - EAST ELEVATION
3/32" = 1'-0"



2 AMENITY - SOUTH POOL DECK AREA ELEVATION
3/32" = 1'-0"

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KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	50% DD
DATE	NOVEMBER 10, 2021

SHEET NO.

A202

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ELEVATION 3

DRAWING NO. DATE:

EX - 18 11/16/21

KEYNOTE LEGEND

- 1 <varies>
2 PREFINISHED METAL RAILING.
3 BOARD FORM CONCRETE.
4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
5 CONCRETE PANEL SIDING.

GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

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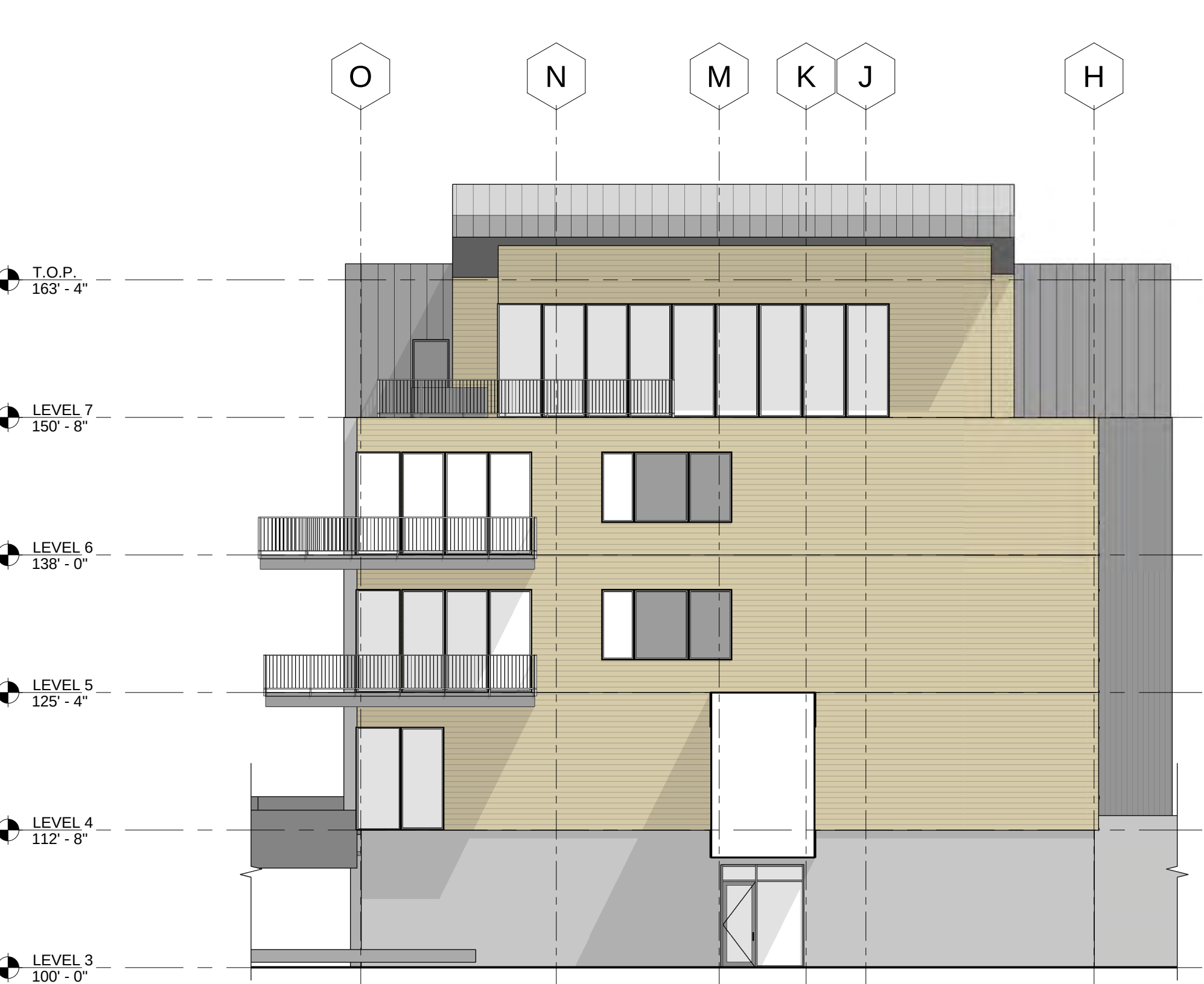
KEY PLAN

REVISION SCHEDULE

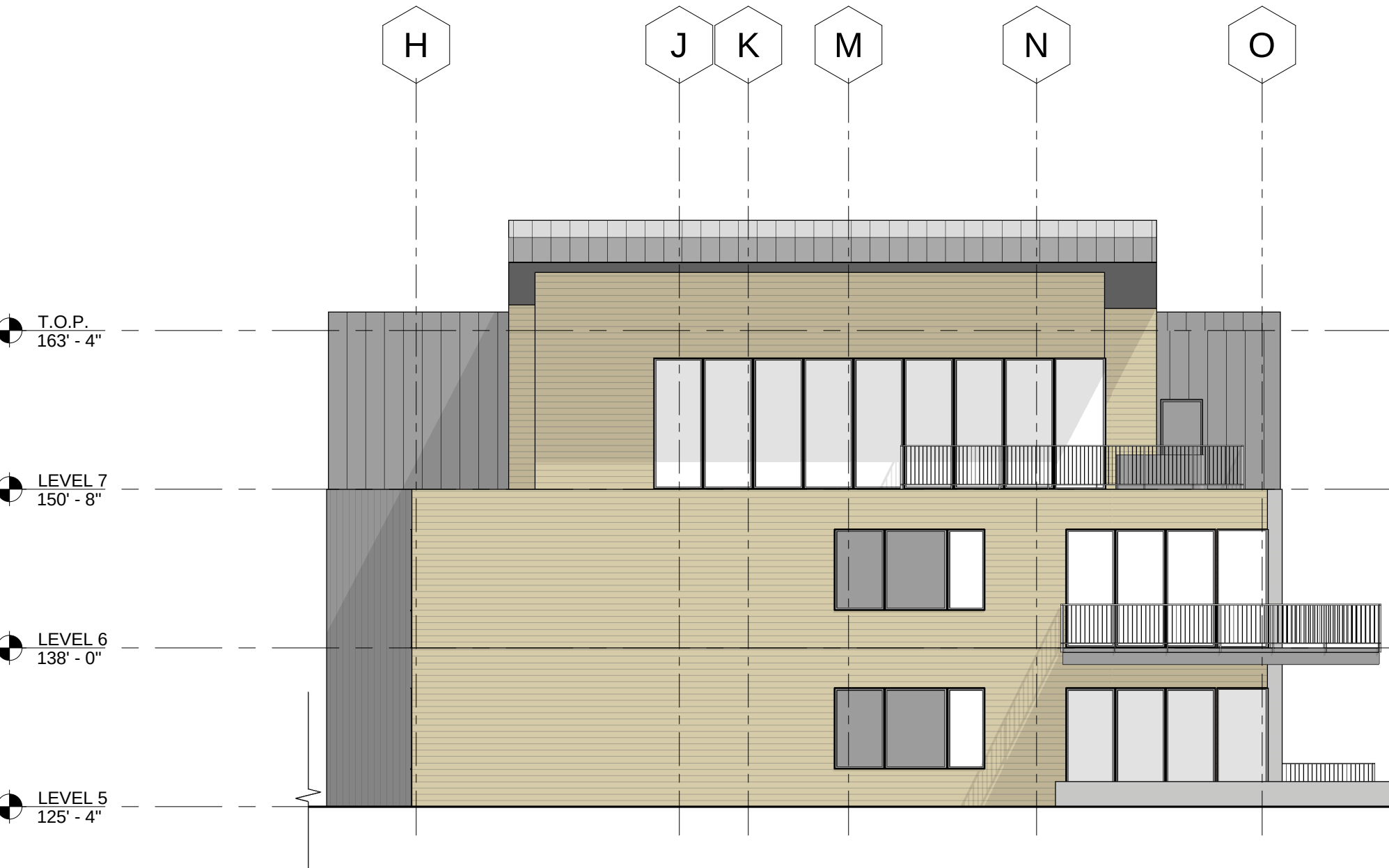
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A203
ISSUE	50% DD	
DATE	NOVEMBER 10, 2021	



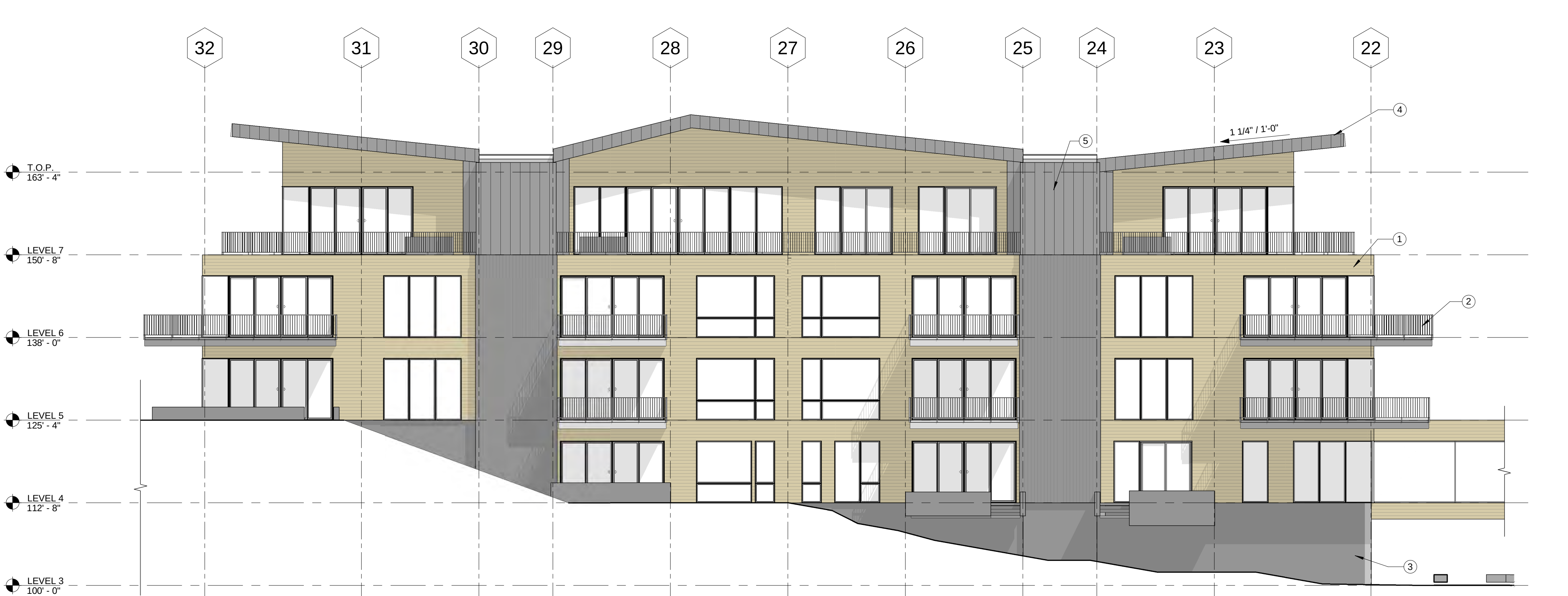
2 BUILDING 1 - EAST ELEVATION
3/32" = 1'-0"



4 BUILDING 1 - WEST ELEVATION
3/32" = 1'-0"



1 BUILDING 1 - NORTH ELEVATION
3/32" = 1'-0"



3 BUILDING 1 - SOUTH ELEVATION
3/32" = 1'-0"

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ELEVATION 4

DRAWING NO. DATE:

EX - 19

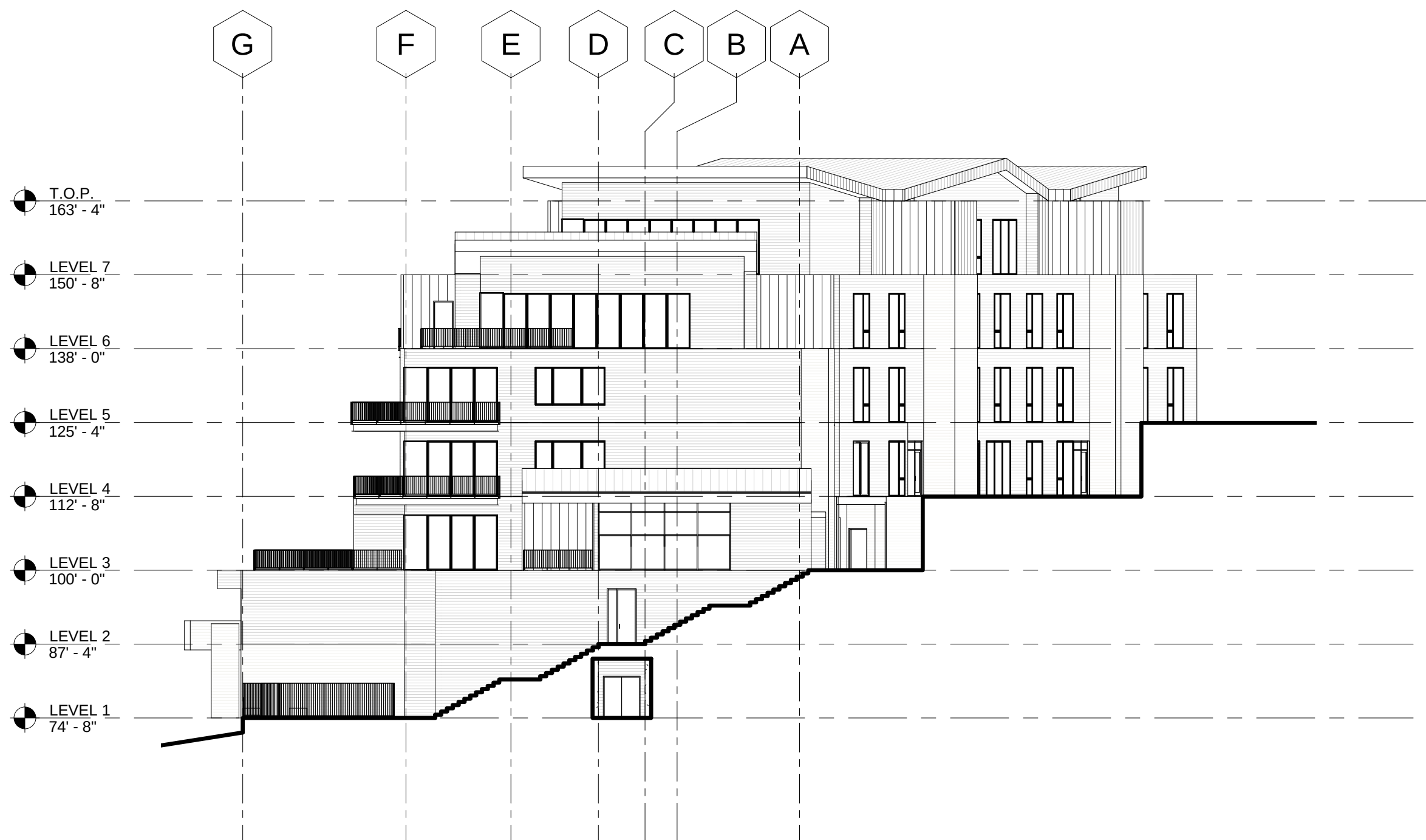
11/16/21



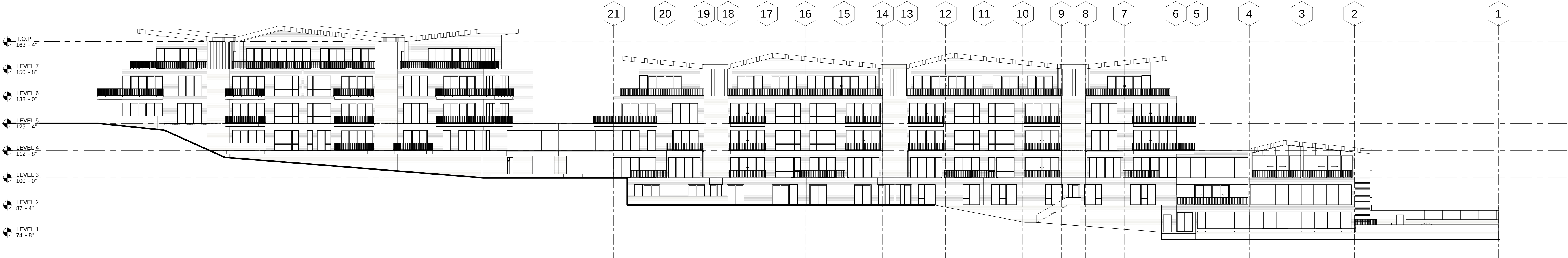
① OVERALL REFERENCE EXTERIOR ELEVATION - NORTH
1" = 20'-0"



② OVERALL REFERENCE EXTERIOR ELEVATION - WEST
1" = 20'-0"



④ OVERALL REFERENCE EXTERIOR ELEVATION - EAST
1" = 20'-0"



③ OVERALL REFERENCE EXTERIOR ELEVATION - SOUTH
1" = 20'-0"

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KEY PLAN

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

OVERALL REFERENCE
EXTERIOR ELEVATIONS

SCALE	1" = 20'-0"	SHEET NO.
JOB NO.	21-08	A200R
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

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FOUNDERS PLACE
PHASE II & III

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SEAL

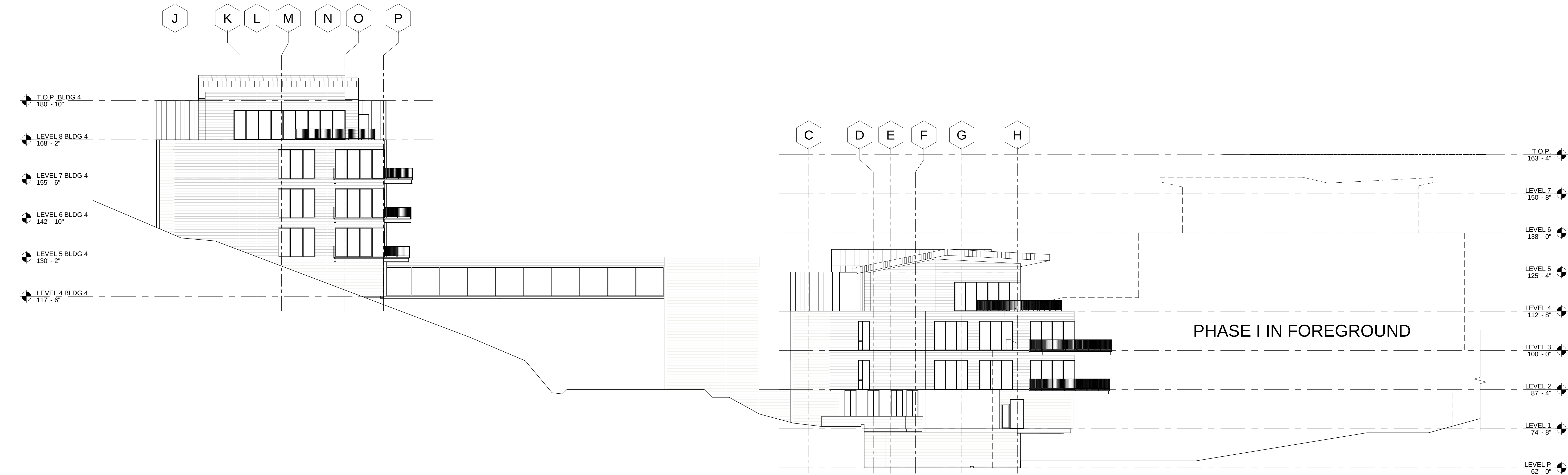
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30"x42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

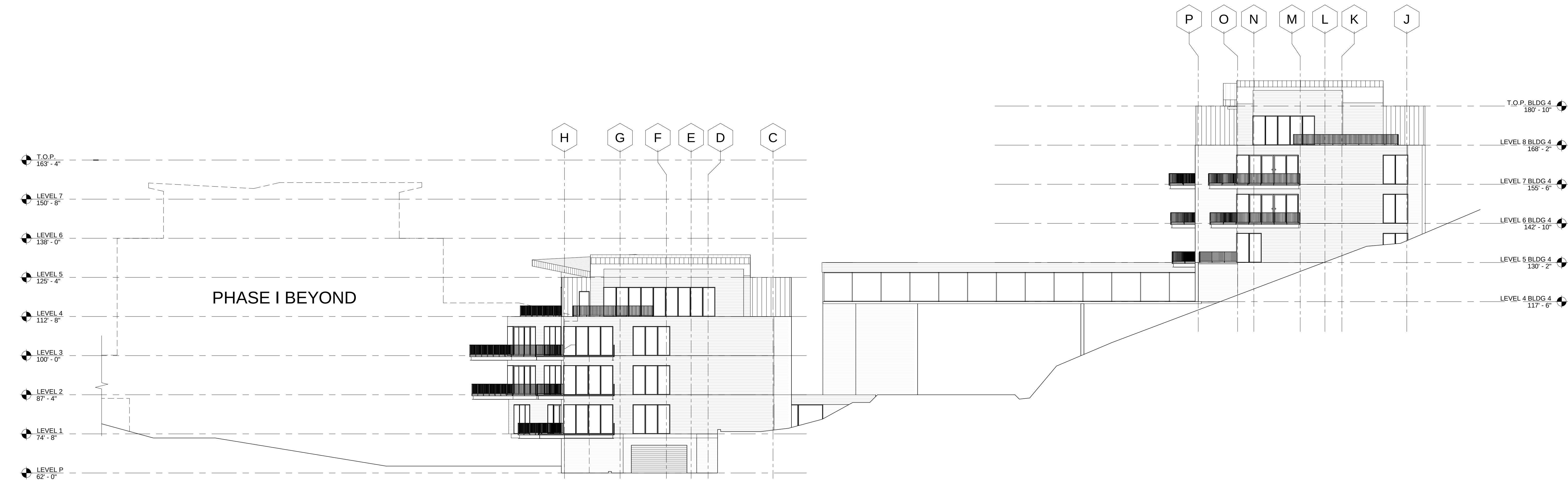
REVISION SCHEDULE		
NO	DATE	DESCRIPTION

OVERALL REFERENCE
EXTERIOR ELEVATIONS

SCALE	1/16" = 1'-0"	SHEET NO.
JOB NO.	21-08	A200R
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



2 OVERALL REFERENCE EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



1 OVERALL REFERENCE EXTERIOR ELEVATION - EAST
1/16" = 1'-0"

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

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ARCHITECTURE

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SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

east west partners

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL

SEAL

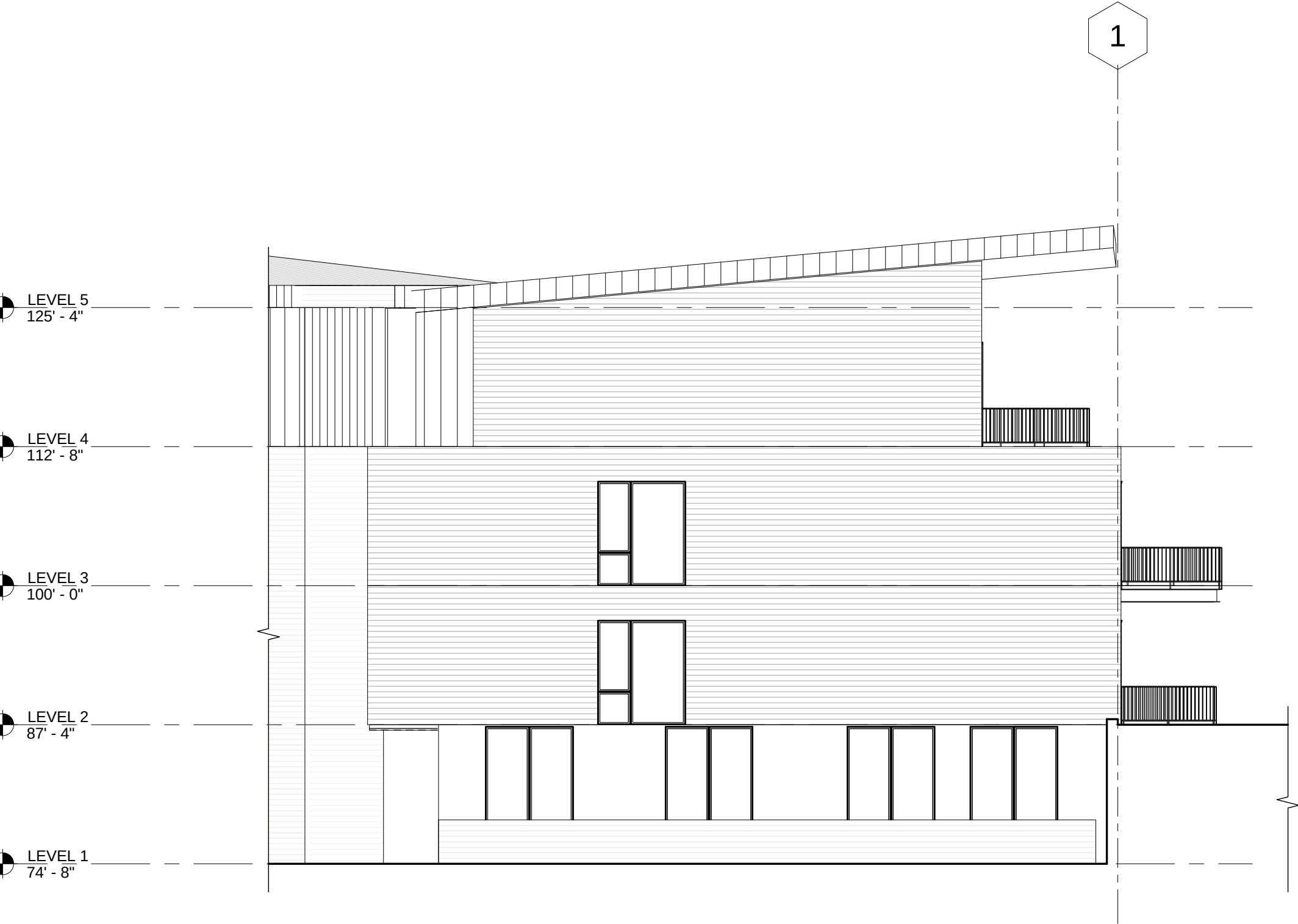
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KEY PLAN

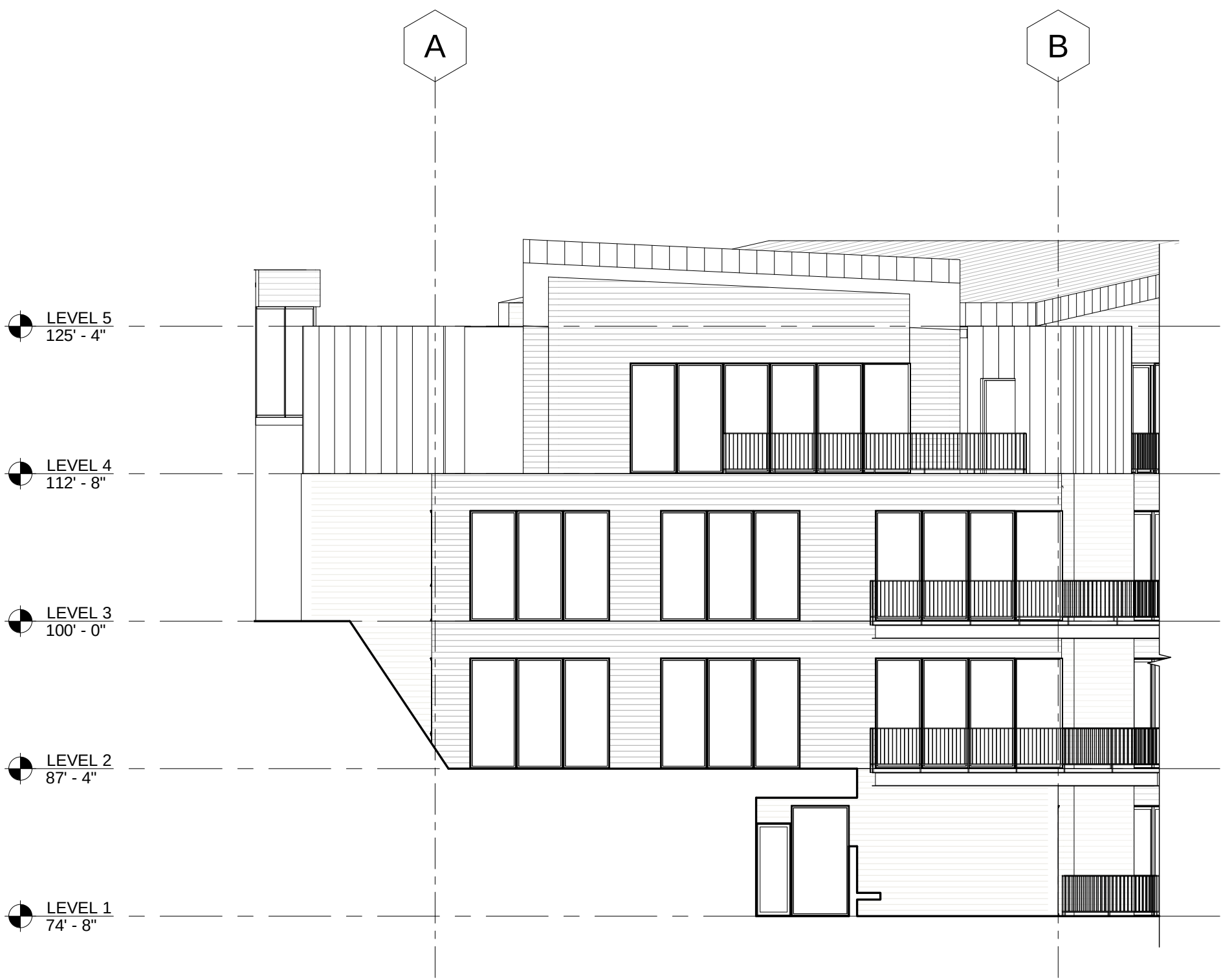
REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

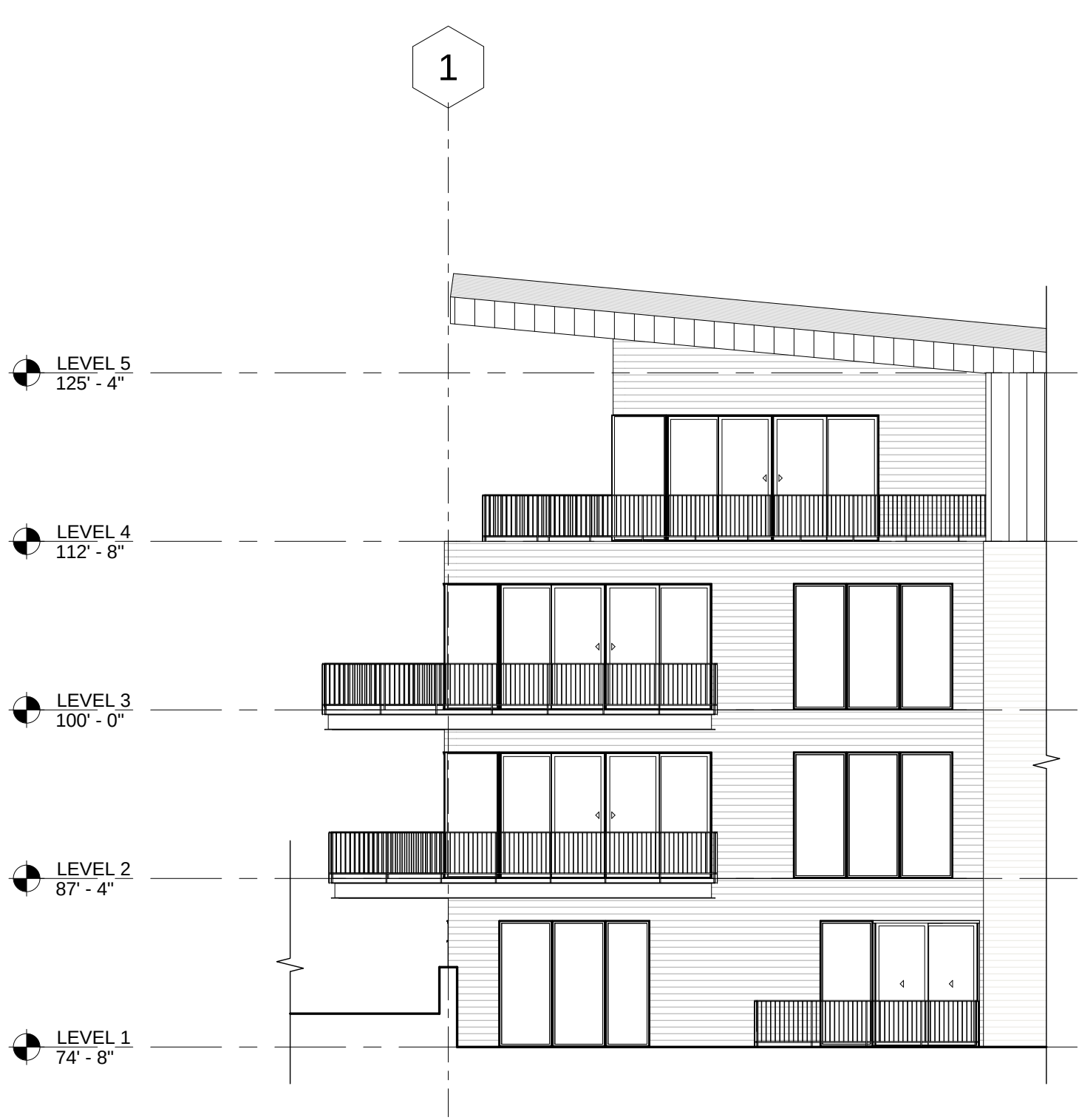
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JOB NO.	21-08	A201
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



1 BUILDING 3 - NORTH ELEVATION OBLIQUE
3/32" = 1'-0"



3 BUILDING 3 - WEST ELEVATION OBLIQUE
3/32" = 1'-0"



2 BUILDING 3 - SOUTH ELEVATION OBLIQUE
3/32" = 1'-0"



6 BUILDING 3 - NORTH ELEVATION
3/32" = 1'-0"

ELEVATION 7

DRAWING NO. DATE:

EX - 22 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

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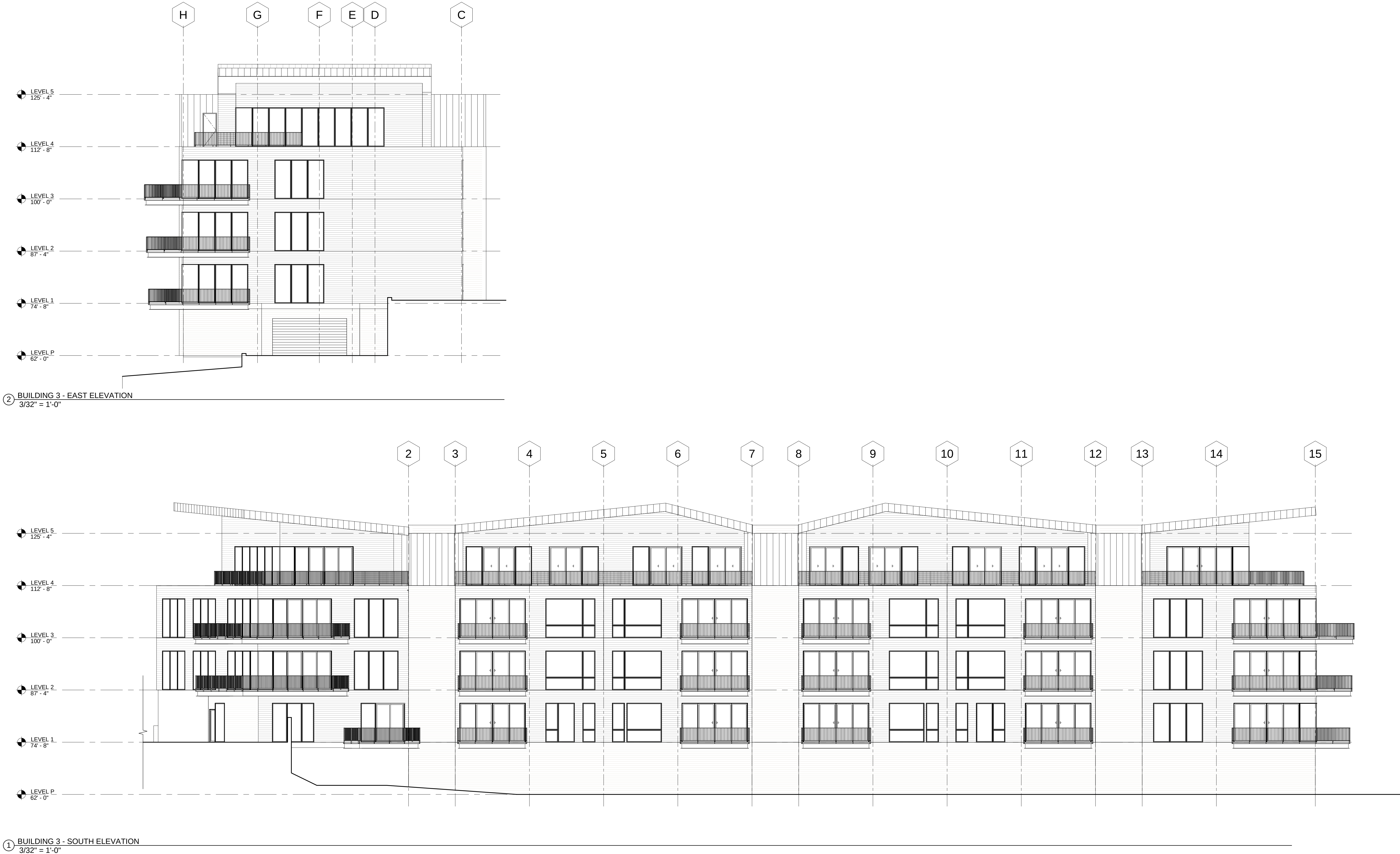
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KEY PLAN

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A202
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



ELEVATION 8

DRAWING NO. DATE:

EX - 23 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

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KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

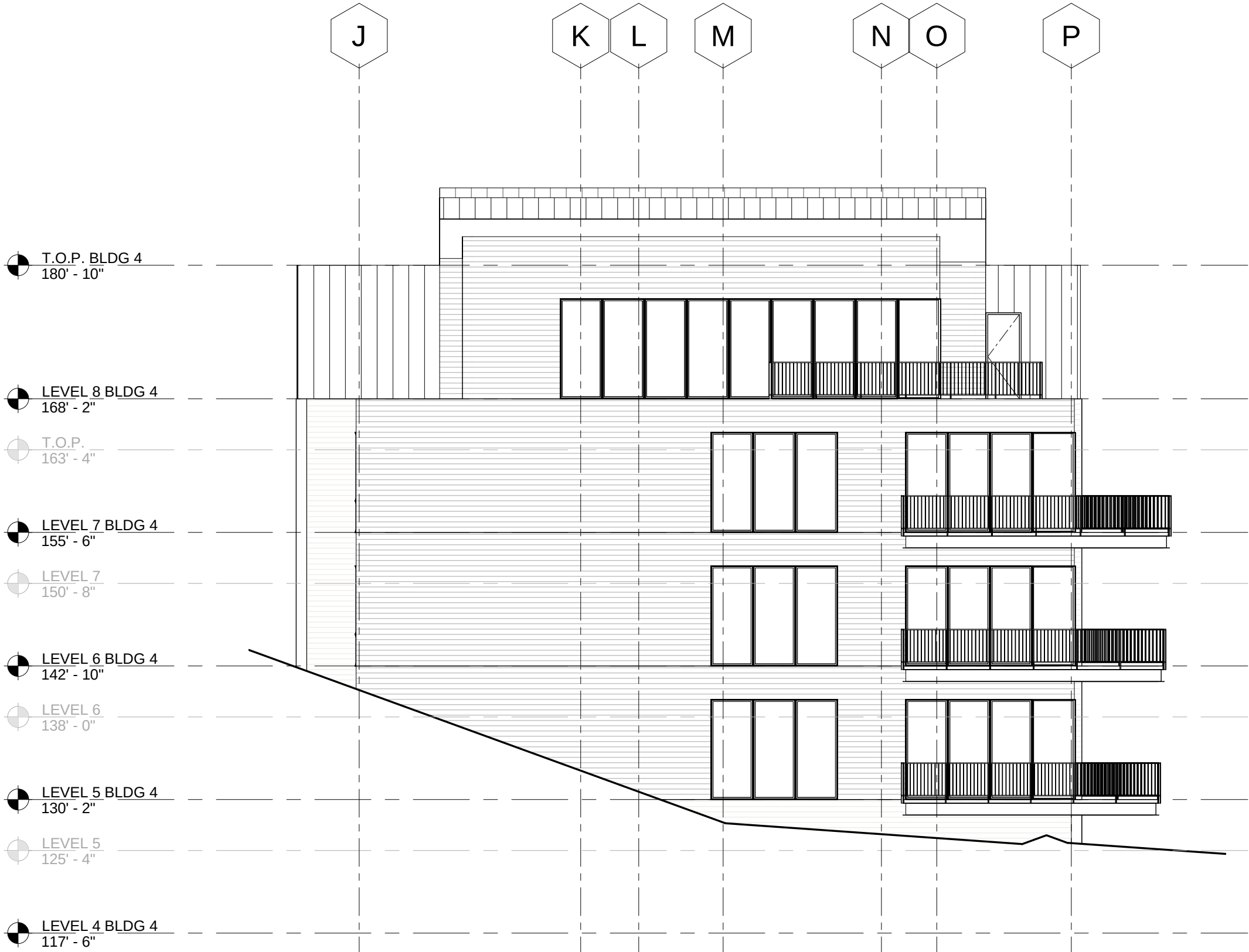
EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO.

A203

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1 BUILDING 4 - WEST ELEVATION
3/32" = 1'-0"



2 BUILDING 4 - NORTH ELEVATION
3/32" = 1'-0"

ELEVATION 9

DRAWING NO. DATE:

EX - 24 11/16/21

KEYNOTE LEGEND

GENERAL NOTES

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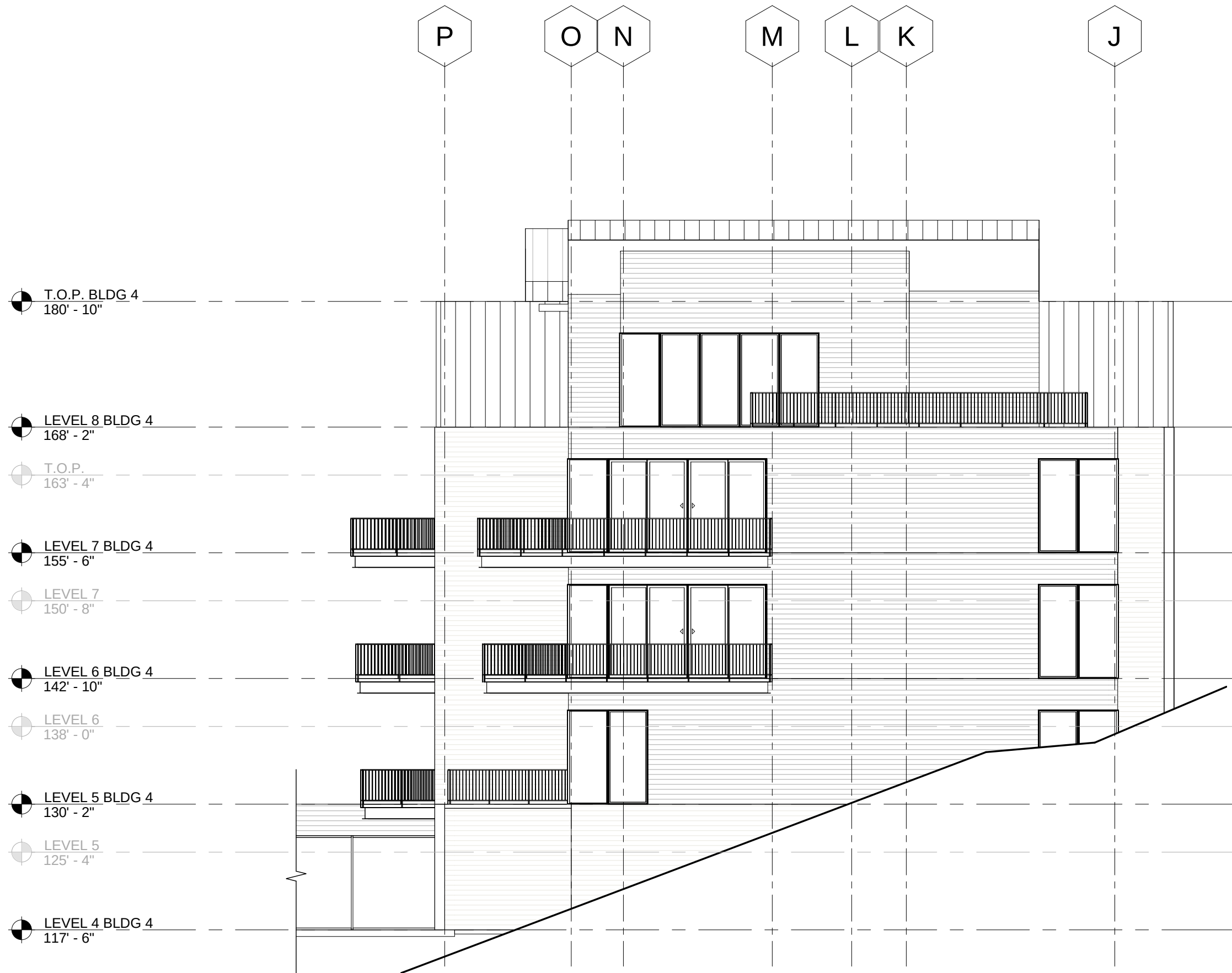
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REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A204
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	



2 BUILDING 4 - EAST ELEVATION
3/32" = 1'-0"



1 BUILDING 4 - SOUTH ELEVATION
3/32" = 1'-0"



FOUNDERS PLACE

RENDERING VIEW - 1

DRAWING NO.	DATE:	JOB NO.
EX - 25	11/16/21	21-08

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FOUNDERS PLACE

RENDERING VIEW - 2

DRAWING NO. EX - 26 DATE: 11/16/21 JOB NO. 21-08

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FOUNDERS PLACE

RENDERING VIEW - 3

DRAWING NO. EX - 27 DATE: 11/16/21 JOB NO. 21-08

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RENDERING VIEW - 4

DRAWING NO. EX - 28 DATE: 11/16/21 JOB NO. 21-08

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VICINITY MAP



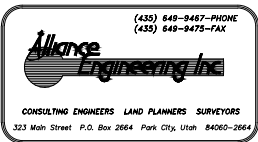
FOUNDER'S PLACE
CONDITIONAL USE SUBMITTAL
PHASES I, II, AND III

JULY 9, 2021

SHEET INDEX

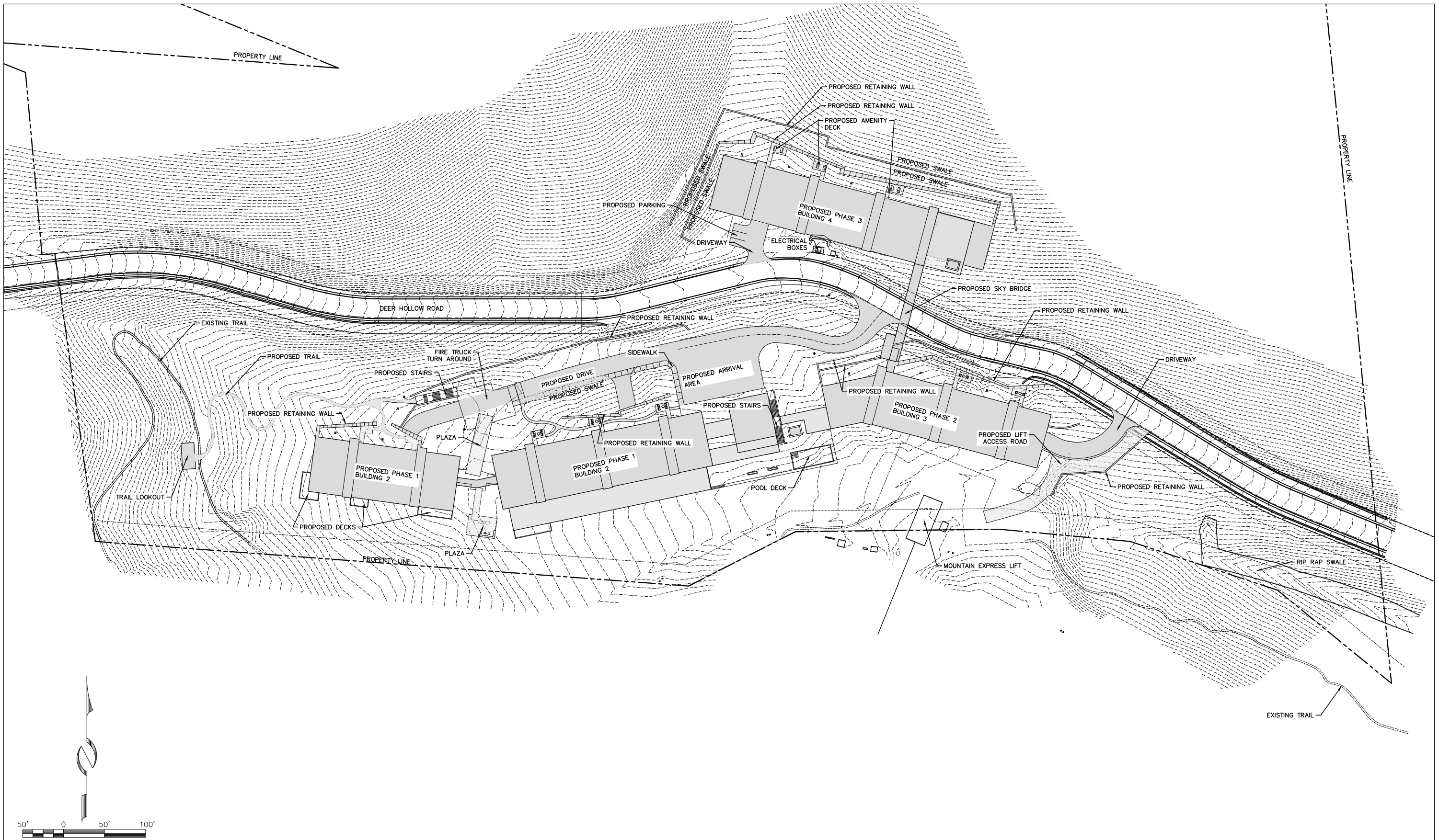
- 1. OVERALL SITE PLAN
- 2. GRADING PLAN
- 3. SLOPE PLAN
- 4. UTILITIES PLAN
- 5. STORM DRAIN PLAN

CIVIL ENGINEER



GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
- A. Jordanelle Special Service District Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - E. Approved construction plans and details.
 - F. Approved Traffic Control Plan.
 - G. Storm Water Pollution Prevention Plan. (SWPPP)
- G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, Jordanelle Special Service District engineer, and their designated representatives and inspectors.
- G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.
- G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
- G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



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

STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/21

**OVERALL SITE PLAN
FOUNDER'S PLACE**

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

**SHEET
1
OF
5**



NOTE: TWL= TOP WALL LEFT
TWR= TOP WALL RIGHT



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

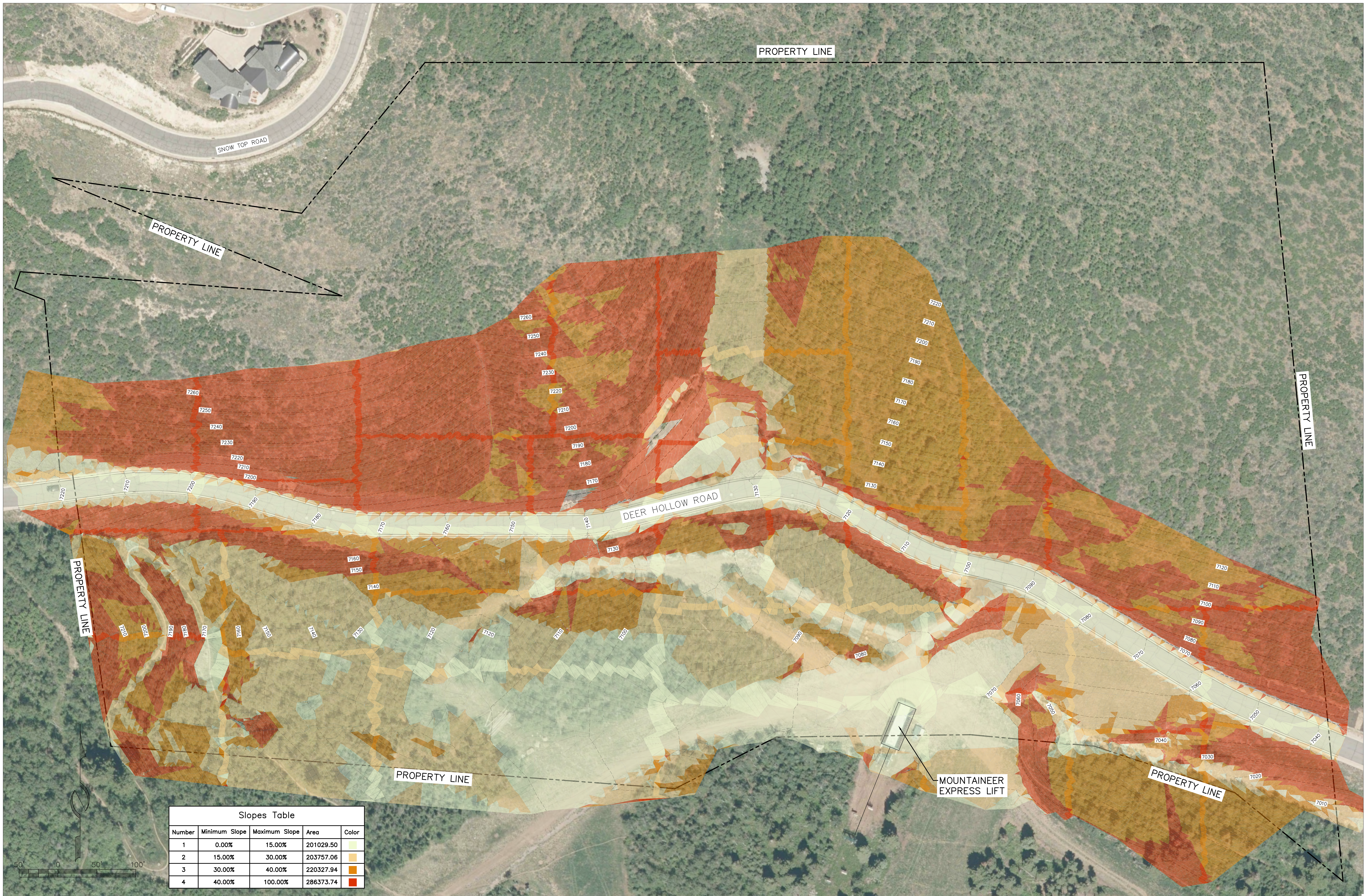
STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

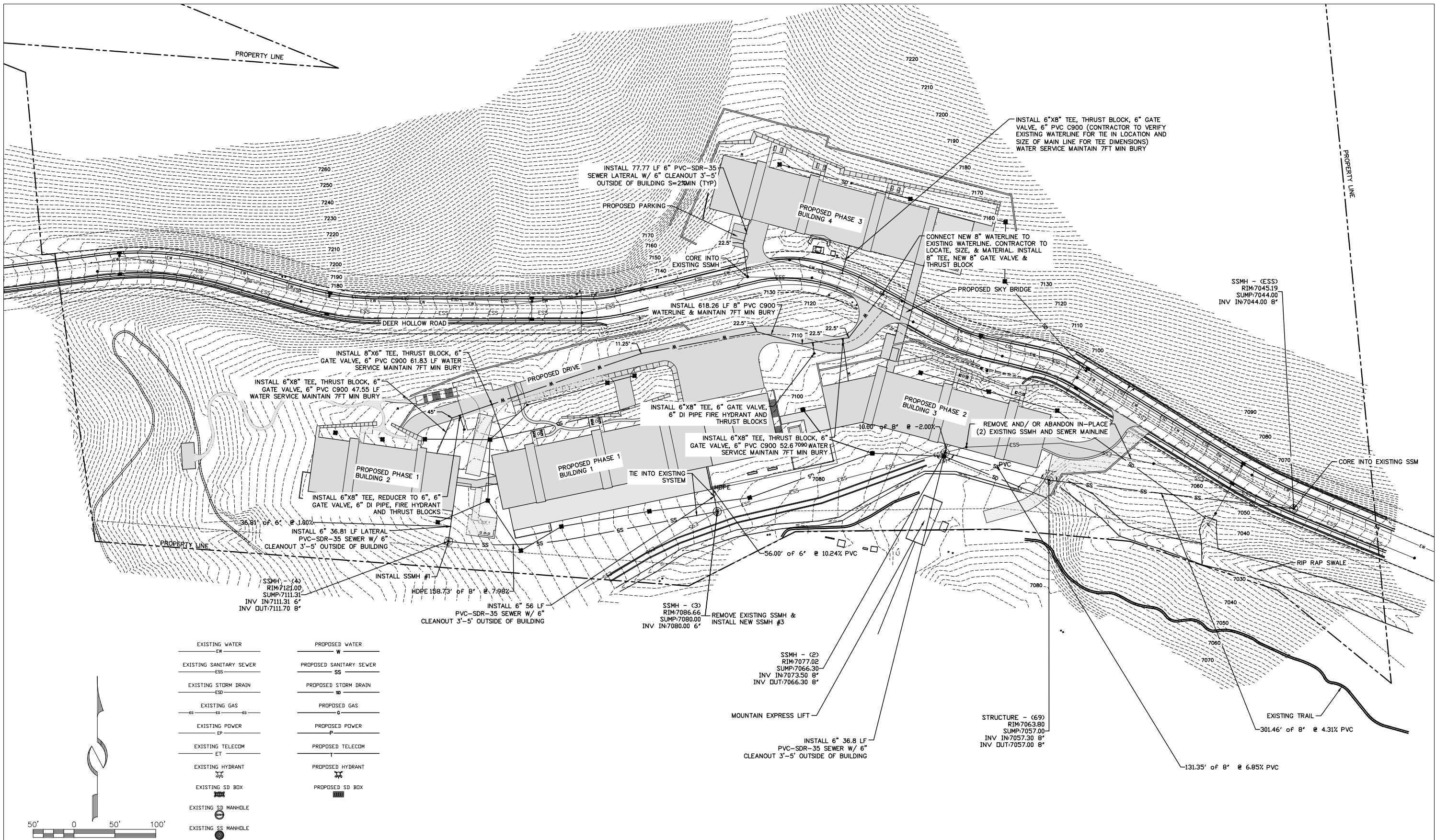
**GRADING PLAN
FOUNDER'S PLACE**

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

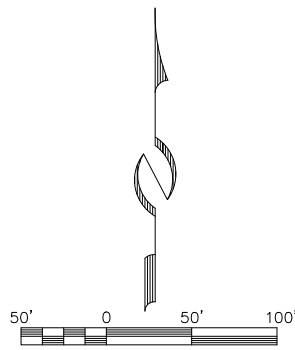
DATE: 7/09/2021

**SHEET
2
OF
5**





EXISTING WATER EW	PROPOSED WATER W
EXISTING SANITARY SEWER ESS	PROPOSED SANITARY SEWER SS
EXISTING STORM DRAIN ESD	PROPOSED STORM DRAIN SD
EXISTING GAS EG	PROPOSED GAS G
EXISTING POWER EP	PROPOSED POWER P
EXISTING TELECOM ET	PROPOSED TELECOM T
EXISTING HYDRANT 	PROPOSED HYDRANT
EXISTING SD BOX 	PROPOSED SD BOX
EXISTING SD MANHOLE 	
EXISTING SS MANHOLE 	



(435) 649-9467

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STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/2021

UTILITIES PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET
4
OF
5





January 13, 2022

Bill Fivash
East West Partners
Address

Dear Bill,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on January 13, 2022, to accept an on-site development of 6 AUEs and a Community Benefit Fee as fulfillment for the housing obligation generated by the Founders Place development, as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Affordable Housing Mitigation Plan
<u>Project Title:</u>	Founders Place Development
<u>Date of Action:</u>	January 13, 2022

Summary of Housing Authority Action

On January 13, 2022, the Park City Housing Authority approved the Housing Mitigation Plan (Attachment 1) in fulfillment of the housing obligations for the Founders Place development pursuant to the Deer Crest Master Planned Development. In fulfillment of the housing obligation, the Housing Authority approved an on-site development of six on-site affordable units and a Community Benefit Fee to satisfy 9.96 total Affordable Unit Equivalents (AUEs).¹

1. On January 12, 2022, the Planning Commission approved a modification to the Deer Crest Master Planned Development for the Founders Place development, a 78 market-rate-unit ski-in ski-out village in the Deer Crest area. The 78 market-rate units total 199,200 square feet.
2. On January 13, 2022, the Housing Authority determined the Developer is obligated to provide AUEs for 10% of the residential units within the project, totaling 9.96 AUEs.
3. Founders Place fulfills 6 AUEs by building 6 on-site units, totaling 5,400 square feet.
4. Founders Place fulfills the remaining 3.96 AUEs by the creation of a Community Benefit Fee of 0.50% of the net purchase price for each market-rate unit sale. Net purchase prices shall only exclude personal property sold with the unit sale.
5. All funds generated from the Community Benefit Fee from the initial sale will be transferred to Park City Municipal for the City's affordable housing budget. Initial

¹ One AUE is equal to 900 square feet.



sales shall be the first unit sales after certificate of occupancy of completed units for market consideration and shall not include transfers for financing or corporate restructuring.

6. For each Community Benefit Fee received by the Foundation as a result of any subsequent Transfer after the Initial Transfer, the Foundation will pay Fifty Percent of the Community Benefit Fee (0.25%) to the City.
7. The project is proposed to be developed in three phases. Four on-site affordable employee units are required in Phase I. One on-site affordable employee unit is required in Phase II. One on-site affordable employee unit is required in Phase III.

Conditions of Approval:

1. Payment from the Community Benefit Fee Covenant shall be paid to Park City within 30 days of closing of the sale and collection of the the applicable Benefit Fee following a Transfer or Initial Transfer. Certificates of occupancy will be withheld in the final phase if payments are not up to date.
2. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
3. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
4. The 6 AUEs built on site shall be occupied before or at the same time as any market rate unit in each corresponding phase. Certificates of occupancy will not be issued to the market rate units in the development until the 6 AUEs have received their certificates of occupancy throughout each phase.
5. The Community Benefit Fee will be collected by the developer and transferred to Park City Municipal Corporation after all initial sales are complete. Fees shall be transferred to Park City within 30 days of receiving the applicable Benefit Fee following a Transfer or Initial Transfer. Fees will be paid through December 31, 2040.

If you have any questions about this action letter, please contact Elyse Kats at 435-400-0106 or via email at elyse.kats@parkcity.org.

Attachments:

1. Founder's Place Housing Mitigation Plan dated November 2021.



CONFIRMED AND ADOPTED this 13th DAY OF January, 2022.

PARK CITY HOUSING AUTHORITY

Nann Worel, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

City Attorney's Office

An architectural rendering of a modern, multi-story housing complex named 'Founders Place'. The building features dark wood siding and large glass windows. It has multiple levels with balconies and a large outdoor patio area with lounge furniture and umbrellas. A swimming pool is visible on the right side of the building. In the foreground, a snowy slope with several skiers is shown. The background consists of a steep, snow-covered hill with some trees and a small building on top. The entire image has a light blue overlay.

Founders Place

Housing Mitigation Plan

Submitted by East West Partners

east west partners

Table of Contents

3	Background
4	Housing Obligation
5-9	Mitigation Plan – On-site Units
10	Mitigation Plan – Community Benefit Fee

Housing Mitigation Plan

Background

East West Partners, acting as the Manager for the development company Deer Hollow Development, LLC, is pleased to be able to incorporate the following housing mitigation plan as part of the Conditional Use Permit application for Founders Place to provide the appropriate on-site employee housing and concurrently creating a revenue stream to provide additional financial support towards increasing the available stock of employee housing in the Park City area.

The Affordable Housing Mitigation Plan is in response to discussions with the Park City Housing Staff Department team and is predicated upon the 1995 Settlement Agreement as described below.

On December 29, 1995, Park City Consolidated Mines Company and Trans-Wasatch Company, LLC a Utah (collectively the “Land Owners”) entered into a Settlement Agreement with Park City Municipal Corporation (“PCMC”) to provide a framework for the resolution of all outstanding issues and disputes related to the development the Deer Crest project of approximately 678 acres within Wasatch and Summit Counties (“Development Area”) – approximately 524 acres within unincorporated Wasatch County and approximately 84 acres within unincorporated Summit County. The Settlement Agreement established various criteria relative to future development rights, such as density, use and configuration, that when combined with the 1996 First Amended Findings and Order on Density Determination, created the Master Plan Development Agreement for the development parcels within the Development Area. Within the Development Area, specific language related to the Slalom Village Area – now known as Founders Place – further clarifies the development rights and requirements for the multi-family units.

Section 5.2.3.1 of the Settlement Agreement states:

“The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area.”

While the Settlement Agreement language specific to the Slalom Village Area contemplates the 4% housing mitigation rate, the following Housing Mitigation Plan proposes a ten percent (10%) mitigation rate for the development. This mitigation rate is consistent with the St. Regis Hotel Conditional Use Permit approvals that were predicated upon the Settlement Agreement, and will more adequately provide the appropriate amount of affordable housing – both on-site and through a continued funding mechanism.

Housing Mitigation Plan

Housing Obligation

While the Settlement Agreement requires the total employee housing shall be four percent (4%) of the total number of units, the Founders Place applicant has had a series of meetings with the City Housing Staff, and agreed to modify these requirements and provide affordable employee housing equal to ten percent (10%) of the Residential Unit Equivalents (“UEs”). The Park City Municipal Corporation UE calculation is:

$$UEs = \text{Gross Platted Square Feet} \div 2,000 \text{ SF}$$

Per the above formula, Founders Place is comprised of 99.6 UEs or 9.96 Affordable Unit Equivalents (“AUEs”)

Platted Square Feet	Unit Equivalents	Housing Obligation (% of UEs)	Affordable Unit Equivalents (AUEs)	Estimated Total AUE Square Feet
199,200	99.6 UEs	10%	9.96 AUEs	8,964 SF

The intent of this mitigation plan is to show how the applicant will fulfill on the obligation of 8,964 total square feet of affordable housing. The following pages describe in detail the fulfillment of this obligation including:

1. 6 on-site AUE Deed Restricted Units totaling 5,400 SF.
2. A Fee In-Lieu funded through a 0.5% Community Benefit Fee Covenant delivering approximately \$1,500,000 during the initial sales process of the property, and an additional amount of approximately \$37,500 annually through 2035. These payments will be deemed to satisfy any remaining affordable housing obligation.

All on-site housing obligations will be satisfied prior to all market rate units receiving certificate of occupancy within each phase of the project.

This affordable housing mitigation plan will meet the needs of the property by allowing flexibility in the units for various employee types (managers, full-time and seasonal employees) as well as providing a significant financial contribution to Park City’s affordable housing efforts.

Housing Mitigation Plan

Proposed Mitigation Plan: On-Site Housing

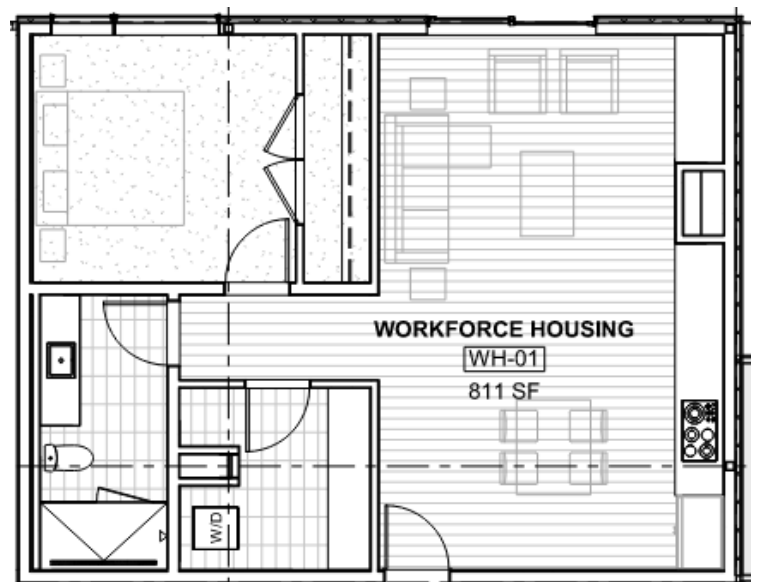
Founders Place proposes that six (6) Affordable Unit Equivalents will be constructed within the Founders Place project. These AUEs will total approximately 5,400 square feet of affordable housing on-site. The six total units will be built; four (4) in Phase 1, one (1) in Phase 2, and one (1) in Phase 3.

The phasing plan with respective unit counts and estimated total square feet is shown in the table below.

Phase	Market Rate Units	Platted Residential SF	Affordable Housing Units	Estimated Total AUE Square Feet*
Phase 1	32	84,449	4	3,244 SF
Phase 2	19	48,088	1	TBD SF
Phase 3	27	66,663	1	TBD SF
Total	78	199,200	6	5,400 SF

The primary intent for the six on-site affordable housing units is to provide housing for employees whose scope of work is focused to the service and management of the Founders Place HOA and associated amenities.

The proposed units will be designed and built as one or two bedroom units. The figure to the right is representative of a typical proposed affordable housing one bedroom unit; however the final design may adjust slightly with final preparations of plans and to address City input. Each phase design will be completed and approved by Park City Housing Authority staff prior to recordation the condominium plat for each phase.



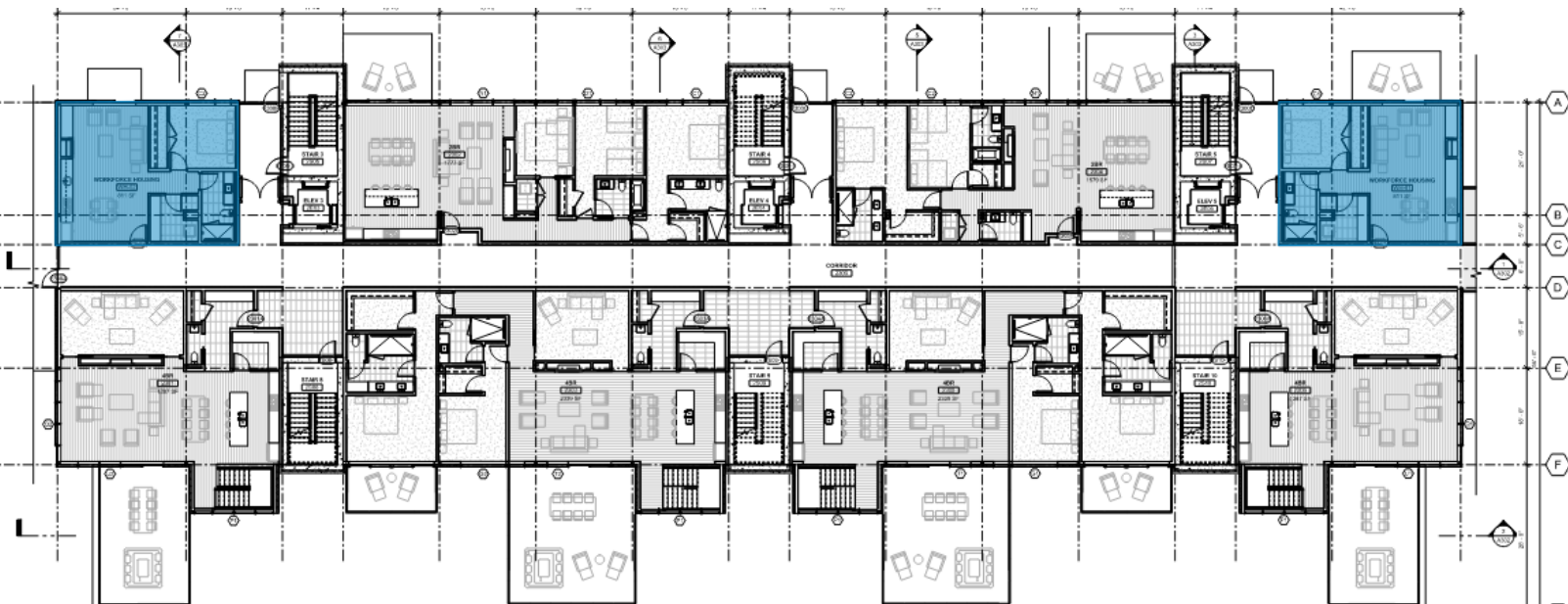
Representative Affordable Housing Unit

**The AUD Square Feet totals are estimated per Park City Affordable Housing guidelines. The actual unit square feet will be finalize upon final project design and will total 5,400 SF.*

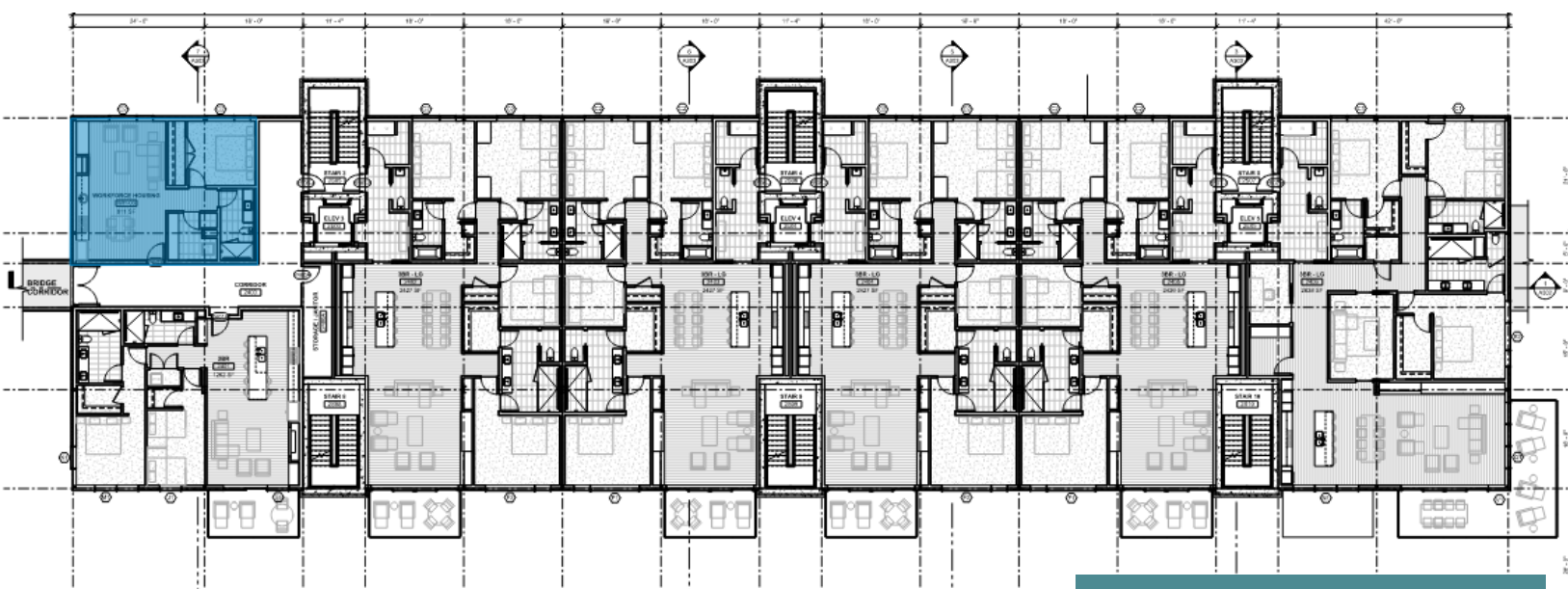
Housing Mitigation Plan

Phase 1 Proposed Floor Plan

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 2, Level 3



Floor Plan – Building 2, Level 4

Housing Mitigation Plan

Phase 1 Proposed Floor Plan, cont.

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 1, Level 4

Housing Mitigation Plan

Rental Eligibility and Rate - On-Site Units

RENTAL PRIORITY: Priority for use of the on-site units will be focused on housing staff dedicated to the operations of the Founders Place project. If not occupied by operational staff, the general rules of the current Park City Affordable Housing Resolution will prevail in selection of renters qualified to rent the units.

Priority for Occupancy	
1	Employees engaged full-time or seasonally, focused on serving the Founders Place HOA, Founders Place property manager working primarily on the Founders Place operation, Deer Crest Master Association, or Deer Valley Resort.
2	Persons employed fulltime year-round within Summit or Wasatch County.

For persons qualified to live within the property under Priority 1 above, no income limits shall be required. For persons qualified to live within the property under Priority 2 above, income qualification will be required under the guidelines of the current Park City Municipal Resolution for Affordable Housing currently 80% of AMI.

2021 Summit County AMI %*	1 Person	2 Persons	3 Persons	4 Persons
80%	\$66,960	\$76,480	\$86,080	\$95,600

The overall goal of the on-site units is to aid in the operations of the resort, but also to aid in the availability of local affordable housing needs. Reasonable efforts shall be made by owner of said units to keep the property fully occupied at all times, with reasonable vacancy allowed for transitions between occupants and seasonality. At no time should the units remain vacant for more than 3 months without attempting to fill the unit with an occupant qualified by priority 2 above.

RENTAL RATES: Persons qualified to live within the property, through priority 1 or 2, shall not be charged rent and utility costs in excess of an amount equal to 30% of the amount of income earned by an individual earning 80% of AMI for Summit County.

For 2021, the rent would be calculated pursuant to the table below for a 1-bedroom unit with 2 occupants. In this scenario, the Rent portion covers all utilities and costs other than electricity and the monthly electrical bill is estimated at \$50. See attached

Bedrooms	Occupants	AMI (80%)*	Percent of Income	Yearly Rent	Monthly Expense Including Utilities	Monthly Utility Estimate	Monthly Rent (net)
1	2	\$76,480	30%	\$22,944	\$1,912	\$50	\$1862

*Income limits provided by Mountainlands Community Housing Trust: <https://housinghelp.org/income-limits/>

Housing Mitigation Plan

Transfer or Sale of On-Site Units

The overall goal of the proposed Affordable Housing Mitigation Plan is to provide the units for rent to operational employees or other individuals qualified to live in the unit by alternative employment and income qualification pursuant to the Park City Affordable Housing Resolution. The units will be owned at completion of construction by Deer Hollow Development, LLC (“Declarant”). Sale of the units by the Declarant shall be subject to the deed restriction but also limited to a group or entity intending to follow this Mitigation Plan.

The sale of the units shall be deemed pre-approved, but shall require notification to the Park City Housing Authority, if sold or transferred to:

1. An entity related to Deer Hollow Development, LLC through common ownership.
2. The Founders Place HOA
3. Founders Place Property Manager

Other than a to an entity above, the properties shall not be sold without amending this Affordable Housing Mitigation Plan with the Park City Affordable Housing Authority.

Housing Mitigation Plan

Proposed Mitigation Plan – Community Benefit Fee

In addition to the on-site affordable housing units, Founders Place will create a Community Benefit Fee Covenant that will apply to all residential transactions within the Founders Place Condominium Association. To clarify, the Fee will apply to all 78 initial developer transactions and all subsequent resale transactions.

The fee will be equal to half of one percent (0.50%) of the net purchase price. The fee will be payable to a non-profit entity proposed to be called Founders Place Community Benefit Foundation. The Foundation will agree to transfer one hundred percent (100%) of the fees collected from initial sales by the developer to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area. Additionally, through December 31, 2035, fifty percent (50%) of the fees collected from resales will be paid to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area.

Initial net sales volume for all three phases of Founders Place is anticipated to be approximately \$300,000,000. Below outlines the \$1,500,000 of potential transfer fees generated from the initial developer sales.

Estimated Initial Sales Volume	Community Benefit Fee %	Community Benefit Fee \$
\$300,000,000	0.50%	\$1,500,000

The estimated annual volume of resale transactions and subsequent transfer fees is dependent on market volume and activity. At an estimated five percent (5.0%) of total units transferring per year, the potential annual transfer fee generated for Park City Municipal through 2035 is estimated at \$37,500 per year. This assumes a 5% per year turnover rate within the project and an average sale price of \$3,750,000. This is 2021 pricing and does not factor in real estate changes in value over the period.

Total Units	5.0% of Units	2022 Average Sale Price	Estimated Annual Sales Volume	Community Benefit Fee %	Community Benefit Fee	Transfer Fee to PCMC
78	4	\$3,750,000	\$15,000,000	0.50%	\$75,000	\$37,500



east west partners

The following described property being located in Wasatch County, State of Utah:

That portion of estate conveyed in that Special Warranty Deed recorded July 01, 1996, as Entry No. 187886, in Book 325, at Page 746, of Official Records, and being located in Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which intersects the following patented mining claims:

Roosevelt (Mineral Survey 6645)

Queen Esther No. 3, and Queen Esther No. 6 (Mineral Survey 6979)

Gilt, Galena, Park City Consolidated No. 31, and Silver (Mineral Survey 6867)

Less and excepting therefrom the following described properties:

- a) Deer Hollow Village at Deer Crest Official Plat recorded as Entry No. 209772, in Book 408, at Page 256.**
- b) Snowtop Subdivision at Deer Crest Official Plat recorded as Entry No. 209773, in Book 408, at Page 276.**
- c) Deer Crest Estates Phase II Official Plat recorded as Entry No. 209775, in Book 408, at Page 336.**
- d) Roosevelt No. 1 (Mineral Survey 6645)**
- e) Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian.**
- f) The property described in that Special Warranty Deed recorded as Entry No. 411705, in Book 1129, at Page 679.**

FOUNDERS PLACE COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (“**Agreement**”), is made and entered into as of this 28 day of JUNE, 2022 (“**Effective Date**”) by Founders Place Community Benefit Foundation, a Utah non-profit corporation (“**Foundation**”), Deer Crest Associates I, L.C., a Utah limited liability company (“**Owner**”), and Park City Municipal Corporation, a political subdivision of the State of Utah (“**City**”, collectively with Foundation and Owner, the “**Parties**”).

RECITALS

A. Owner is the developer of a condominium project known as Founders Place Condominiums (the “**Project**”) being developed on a parcel of real property located in Park City, Wasatch County, Utah (“**Property**”), which contains, or is anticipated to contain, seventy-eight (78) market rate condominium units (“**Unit(s)**”) and six (6) affordable condominium units (“**Affordable Units**”).

B. Foundation was organized for the purpose of benefiting the Wasatch County and Summit County communities, including without limitation, for charitable purposes and support of affordable housing initiatives.

C. Owner caused a Community Benefit Covenant, attached hereto as Exhibit A (“**Covenant**”), to be recorded against the Project and the Units. The Covenant provides that the Foundation will receive a Benefit Fee (as defined in the Covenant) for certain sales of Units at the Project, to be used for the benefit of communities, common planning, facilities and infrastructure, affordable housing, community programming, resort facilities, open space, recreation amenities, and other charitable purposes.

D. In connection with the development of the Project, which includes Affordable Units, and consistent with the Covenant, the Parties desire that a portion of the Benefit Fee be allocated to the City to benefit affordable housing solutions and the local community in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period commencing on the Effective Date and continue through December 31, 2040 (“**Termination Date**”). Upon the Termination Date, this Agreement shall automatically terminate without any further action required of the Parties and shall be of no further force or affect.

2. Community Benefit Contribution. In accordance with the Covenant, upon each Transfer (defined below) of a Unit, a Benefit Fee based on the Purchase Price (defined below) of such Unit, will be payable to the Foundation. In accordance with the terms hereof, after receiving

such Benefit Fee, the Foundation hereby agrees to pay to the City a portion of the Benefit Fee (each a “**Community Benefit Contribution**”) as follows:

(a) For each Benefit Fee received by the Foundation from an Initial Transfer (defined below) of a Unit, the Foundation shall pay a Community Benefit Contribution to the City, in an amount equal to One Hundred Percent (100%) of the Benefit Fee received by the Foundation; and

(b) For each Benefit Fee received by the Foundation from any Transfer not constituting an Initial Transfer, the Foundation will pay a Community Benefit Contribution to the City in an amount equal to Fifty Percent (50%) of the Benefit Fee received by the Foundation.

(c) Use of Community Benefit Contribution. The Community Benefit Contribution shall be used by the City for the benefit of affordable housing projects and programs within the City deemed appropriate by the City.

(d) For purposes of this Agreement, “**Transfer**” means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Unit, including but not limited to (1) the conveyance of fee simple title to any such Unit; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such Unit, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the such Unit. “**Initial Transfer**” means the first Transfer of each Unit, from Owner, as the developer of the Project, to any third party purchaser. For clarity, there shall only by one (1) Initial Transfer for each Unit.

(e) Exclusions. Notwithstanding the foregoing, a "Transfer" shall not include any of the following excluded events:

(i) Any involuntary Transfer.

(ii) Any Transfer that results from a court order.

(iii) Any a bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.

(iv) Any Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(v) Any Transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the Transfer of the burdened property, not to exceed \$250.

(vi) Any Transfer of an Affordable Unit.

(f) Purchase Price. For purposes of this Agreement, “**Purchase Price**” means the gross purchase price of the property that is the subject of the Transfer prior to any commissions or closing costs. The gross purchase price shall not include any amounts paid by the transferee for furnishings or other personal property. Owner, and its successors and assigns, may require either the transferor or transferee to submit verification of the Purchase Price.

(g) Payment of Community Benefit Contribution. The Foundation shall collect the Benefit Fee at the closing for each Initial Transfer for each Unit and the closing for any subsequent Transfer for each Unit. The Foundation shall pay the Community Benefit Contribution to the City within thirty (30) days following the closing of a Transfer or Initial Transfer.

(h) Non-Payment. If the Foundation does not receive the Benefit Fee in accordance with Section 2 of this Agreement, the Foundation will pay the Community Benefit Contribution to the City and the Foundation may place a lien on the Unit for reimbursement of payment for the Benefit Fee.

(i) Non-Payment by Foundation. If the City does not receive timely payment for Initial Transfers of the Community Benefit Contribution as described in Section 2 of this Agreement, the City may, in its sole discretion, withhold certificates of occupancy from the final phase of the Project (which may be either Phase II or Phase III, as determined in good faith by Owner), until payment is current.

(j) Certificates of Occupancy. The Owner shall build four Affordable Units in Phase I, one Affordable Unit in Phase II, and one Affordable Unit in Phase III. The Owner shall obtain a certificate of occupancy for the Affordable Units in each respective Phase, before the Owner obtains a certificates of occupancy for any other Units within the same phase. The City may, in its sole discretion, not issue certificates of occupancy for any Units within a Phase until all Affordable Units in such phase have received a certificate of occupancy.

3. Waiver. No term or condition of this Covenant will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

4. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.

5. Owner and Foundation Certification. By execution of this Agreement, the Owner and Foundation certify, represent, and warrant as to the following:

(a) Owner and Foundation are duly and validly organized and are in good standing under the laws of the State of Utah.

(b) Owner and Foundation have the requisite power and authority and has received any necessary lender or internal consents to own the Units, and to enter into this Agreement.

(c) The persons named below and signing on behalf of Owner and Foundation have received all necessary approvals and are duly authorized to bind Owner and Foundation to all of the terms and conditions found in this Agreement.

(d) To the best of their knowledge and belief, the execution and delivery by the Owner and Foundation of this Agreement, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Owner and Foundation may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Owner and Foundation.

(e) This Agreement is a legal, valid and binding obligation of Owner and Foundation, enforceable in accordance with the terms herein.

6. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

7. Integration. This Agreement constitutes the entire Agreement between the Parties with respect to the matters set forth herein.

8. No City Liability. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Owner and Foundation against any loss.

9. Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one binding Agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10. Construction. The Parties acknowledges that they have reviewed and revised this Agreement with the assistance of counsel, and further acknowledge and agree that any interpretation of drafting ambiguities or inconsistencies shall be construed in favor of the City.

[Signature Page Follows]

Dated this 28 day of JUNE, 2022.

FOUNDATION:

FOUNDERS PLACE COMMUNITY BENEFIT
FOUNDATION, a Utah non-profit corporation

By: [Signature]
Its: AUTHORIZED SIGNATORY

OWNER:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: [Signature]
Its: AUTHORIZED SIGNATORY

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: [Signature]
Name: Dan Worrel
Its: Mayor

EXHIBIT A
COVENANT

WHEN RECORDED, MAIL TO:

Steven P. Mehr
Ballard Spahr LLP
201 South Main, Suite 800
Salt Lake City, UT 84111

Tax Parcel Number:

COMMUNITY BENEFIT COVENANT

THIS COMMUNITY BENEFIT COVENANT ("**Covenant**"), is made as of this 28
day of JUNE, 2022 by Deer Crest Associates I, L.C., a Utah limited liability company
("**Owner**").

RECITALS

A. Owner is the developer of a condominium project known as Founders Place Condominiums (the "**Project**") being developed on a parcel of real property located in Park City, Wasatch County, Utah ("**Property**"), as more particularly described on Exhibit A. The Project will include seventy-eight (78) market rate condominium units ("**Unit(s)**") and six (6) residential condominium units ("**Affordable Units**"), to be developed in phases, with the first phase being more particularly described on the Founders Place Plat, recorded _____, as Entry No. _____, in Book _____, at Page _____, in the Office of the Wasatch County Recorder, as amended and/or supplemented from time to time ("**Plat**"). For clarity purposes, four (4) Affordable Units will be built in Phase I, one (1) Affordable Unit in Phase II, and one (1) Affordable Unit in Phase III.

B. Founders Place Community Benefit Foundation, a Utah non-profit corporation ("**Foundation**"), was organized for the purpose of benefiting the Wasatch County and Summit County communities, including without limitation, for charitable purposes and support of affordable housing initiatives.

C. In connection with the development of the Project and certain obligations imposed by the Park City Municipal Corporation ("**City**"), Owner desires to establish a Community Benefit Covenant for the benefit of the Foundation, as defined and further set forth below.

COVENANT

NOW, THEREFORE, the following Community Benefit Covenant is imposed on the Units as follows:

1. Community Benefit Covenant. Upon each Transfer (defined below) of any Unit, the owner of the Unit shall pay a fee based on the "Purchase Price" (defined below) of such Unit to the Foundation (a "**Benefit Fee**"), which funds shall be used by the Foundation in accordance with this Covenant, the Founders Place Community Benefit Agreement, dated the date hereof, among the Owner, Foundation and City, and the Foundation's governing directives, including without limitation, for the benefit of communities, common planning, facilities and infrastructure,

affordable housing, community programming, resort facilities, open space, recreation amenities, and other charitable purposes. The Benefit Fee shall be equal to one-half of a percent (0.5%) of the Purchase Price of the subject Unit. This Covenant, including the Benefit Fee, shall run with the land and improvements consisting of the Units for the benefit of the Foundation and the City.

(a) For purposes of this Covenant, "**Transfer**" means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Unit, including but not limited to (1) the conveyance of fee simple title to any such Unit; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such Unit, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the such Unit.

(b) Exclusions. Notwithstanding the foregoing, a "Transfer" shall not include any of the following excluded events, except to the extent that any such exclusion is used for the purpose of avoiding the Benefit Fee:

(i) Any involuntary Transfer.

(ii) Any Transfer that results from a court order.

(iii) Any a bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.

(iv) Any Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(v) Any Transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the Transfer of the burdened property, not to exceed \$250.

(vi) Any Transfer of an Affordable Unit.

(c) For purposes of this Covenant, "**Purchase Price**" means the gross purchase price of the property that is the subject of the Transfer prior to any commissions or closing costs. The gross purchase price shall not include any amounts paid by the transferee for furnishings or other personal property. Owner, and its successors and assigns, shall require either the transferor or transferee to submit verification of the Purchase Price.

(d) Payment of Benefit Fee. The owner of a Unit shall pay, or cause to be paid, the Benefit Fee at closing of the Transfer, and each Benefit Fee not paid at that time shall accrue interest until fully paid at five percent (5%) per annum over the rate of interest announced from time to time by Wells Fargo Bank, as its "prime rate" for commercial loans. Such interest shall be payable on demand, and if unpaid, shall be compounded monthly at the rate so calculated as of thirty (30) days after the date of the Transfer, and all accruing interest shall become a part of the Benefit Fee due and owing. The Declaration under which the Project is subject shall include

a provision that if the Benefit Fee is not paid as part of the Transfer, the Foundation shall cause the homeowners association for the Project to place a lien on the Unit for the Benefit Fee, plus any interest, fees or expenses to collect such Benefit Fee, until the Benefit Fee is paid.

2. Runs with Land; Successors and Assigns. This Covenant, including the Benefit Fee, covenants, agreements, rights and obligations created hereby, (a) runs with the land and improvements constituting the Units, (b) does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, and (c) is binding on the Owner and Unit owners, their successors and assigns, and inures to the benefit of and is enforceable by the City and the Foundation (and others having or acquiring the rights reserved to the Foundation) against the Owner and the Unit owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

3. Recordation and Amendment. The Owner shall cause this Covenant to be recorded against the Units, as may be supplemented and added to from time-to-time, in the Office of the Wasatch County Recorder at the time of recording of the Plat. The Owner shall cause this Covenant to be amended and recorded against the Units in future phases prior to construction on the such phases and (i) prior to recordation of any all security instruments (deed of trust or mortgage), or (ii) together with a subordination agreement, subordinating the lien of any security instrument to this Covenant. No amendment shall be made to this Covenant without the prior written consent of the City and Foundation.

4. Waiver. No term or condition of this Covenant will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

5. Authority to Execute. Owner represents and warrants that as of the date of this Covenant, it is the fee owner of all of the Units and is authorized to execute this Covenant.

6. Construction. Owner acknowledges that it has reviewed and revised this Covenant with the assistance of counsel, and further acknowledges and agrees that any interpretation of drafting ambiguities or inconsistencies shall be construed in favor of the City.

[Signature Page Follows]

Dated this 28 day of JUNE, 2022.

OWNER:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: [Signature]

Its: AUTHORIZED SIGNATORY

STATE OF Utah)

COUNTY OF Summit)

The foregoing instrument was acknowledged before me on JUNE 28, 2022 by Bill Fincash the Auth. signatory of DEER CREST ASSOCIATES I, L.C., a Utah limited liability company.

Ruth Mather
NOTARY PUBLIC

Residing at: Kamas, UT
My Commission Expires: 10/25/22

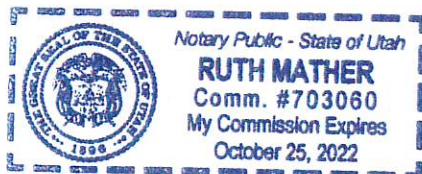


EXHIBIT A

Legal Description of Property

Unit WH-01, Unit WH-02, Unit WH-03, Unit WH-04, FOUNDERS PLACE CONDOMINIUMS, created pursuant to the Condominium Plat for Founders Place Condominiums recorded on _____, 2022 in the Office of the Wasatch County Recorder as Entry No. _____, together with an undivided interest in the Common Areas appurtenant thereto, as described and in accordance with the Declaration of Condominium for Founders Place Condominiums, recorded in the Office of the Wasatch County Recorder on _____, 2022 as Entry No. _____, in Book _____ at Page _____.

Tax Parcel No. _____

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR. S14, T2S, R4E, S18M

BASIS OF BEARING - SECTION LINE - N 01°3'06" W 2601.80'

SECTION LINE - N 00°05'59" W 2596.99'

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR. S14, T2S, R4E, S18M

FOUND 3" BRASS CAP
"JACK JOHNSON COMPANY PLS147581"
W 1/4 COR. S23, T2S, R4E, S18M

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 84°51'43" W	15.85'
L2	N 5°08'17" W	224.04'
L3	N 68°20'38" W	41.23'
L4	N 18°45'09" E	22.41'
L5	N 50°41'29" W	180.00'
L6	N 71°41'29" W	190.00'
L7	N 84°41'29" W	160.00'
L8	S 63°01'02" W	146.41'

LINE TABLE		
LINE	DIRECTION	LENGTH
L9	N 84°51'43" E	63.57'
L10	S 73°59'21" E	99.31'
L11	S 60°34'33" E	63.18'
L12	S 76°46'58" E	48.93'
L13	S 67°59'26" E	118.20'
L14	N 76°46'58" W	48.93'
L15	N 60°34'33" W	63.18'
L16	N 71°09' E	50.00'
L17	N 27°59'55" E	46.79'
L18	S 68°01'56" E	125.55'
L19	S 20°23'25" E	41.08'
L20	N 84°41'29" W	12.59'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	355.00'	131.04'	21°08'56"
C2	385.00'	107.76'	16°02'11"
C3	240.50'	58.37'	13°54'23"
C4	175.00'	66.61'	21°48'35"
C5	175.00'	66.21'	21°40'41"
C6	425.00'	120.22'	16°12'25"
C7	125.00'	39.75'	18°13'09"
C8	525.00'	86.38'	9°25'38"
C9	175.00'	55.65'	18°13'09"
C10	375.00'	106.07'	16°12'25"
C11	225.00'	85.13'	43°21'41"
C12	225.00'	170.26'	43°21'22"
C13	225.00'	85.13'	43°21'41"
C14	190.50'	46.24'	13°54'23"

SNOWTOP SUBDIVISION
AT DEER CREST
ENTRY NO. 209773

PARCEL A
(OPEN SPACE)
CONTAINS 18.88 ACRES

LOT 3
3267 W DEER HOLLOW ROAD
CONTAINS 2.93 ACRES

LOT 2
3267 W DEER HOLLOW ROAD
CONTAINS 2.50 ACRES

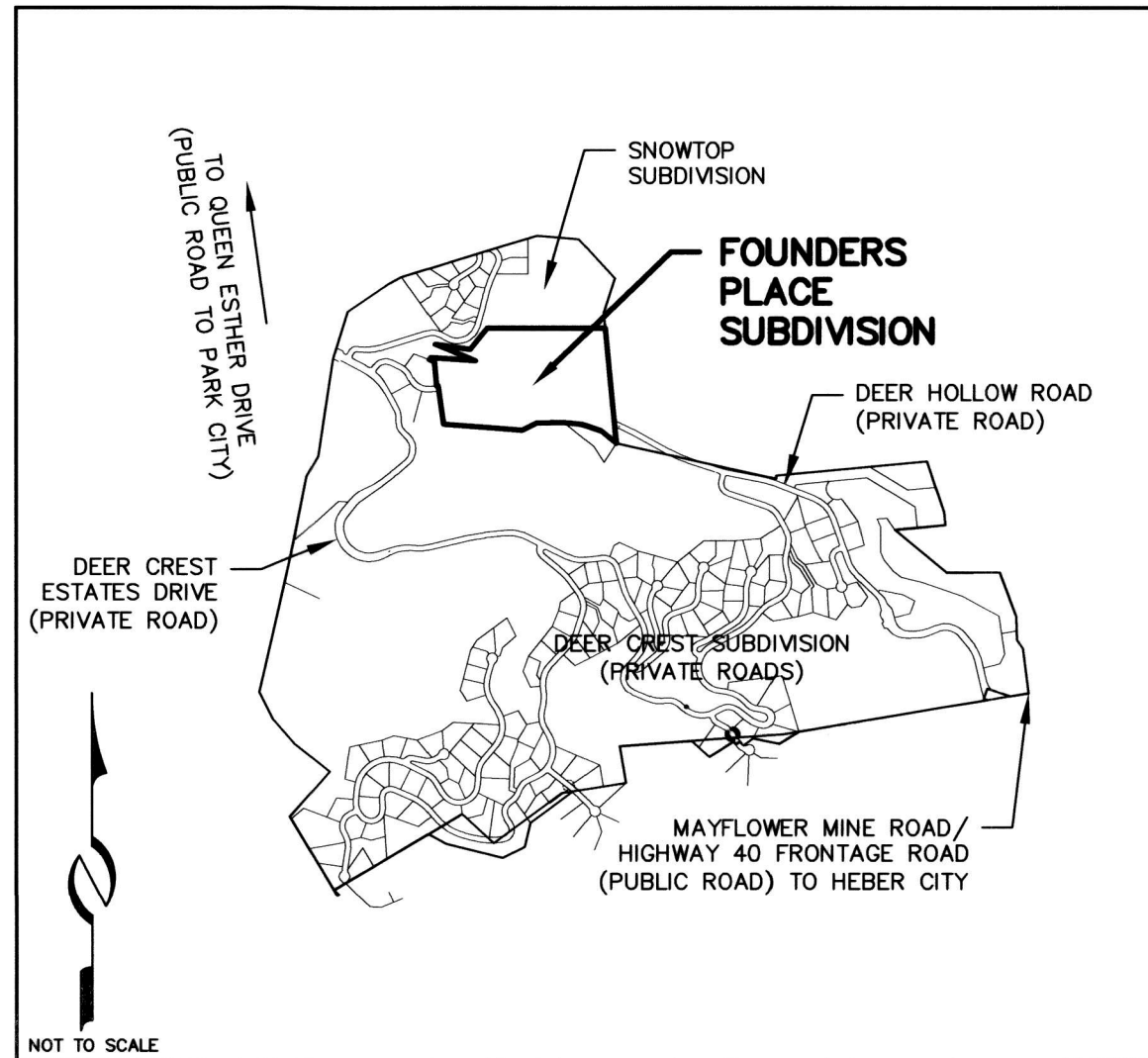
LOT 1
3267 W DEER HOLLOW ROAD
CONTAINS 6.39 ACRES

NOTES

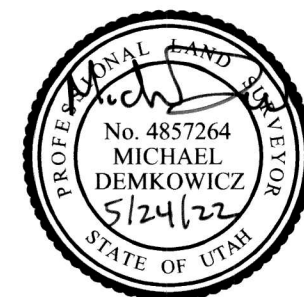
- This subdivision plat is subject to the Conditions of Approval in Park City Ordinance 2022-03
- Ski easement for is Deer Valley Resort.
- 4 foot wide trail easements are for public use.
- Jordanelle Special Service District has 20' wide water line easements and access easements for the purpose of operating, maintaining, repairing, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water, in their current location, as well as future utility lines and/or relocations approved by the District.
- Buildings, structures, trees and other large vegetation shall not be placed over or impede access to utility lines.
- See Record of Survey 0003786 in the Wasatch County Surveyor's Office.
- Entry number 187883, Wasatch County recorder's office, refers to an old easement Keetley Road No. 4 that has been relocated to the current Deer Hollow Road easement location entry number 411709. Refer to Declaration of Covenants, entry number 187895, agreement between Trans-Wasatch Company, L.L.C. and Deer Crest Associates I, L.C.
- Wasatch County Fire has the right to approve ground surface at access to rear of all structures.

FOUNDERS PLACE SUBDIVISION

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



VICINITY MAP



SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into FOUR (4) lots, hereafter to be known as FOUNDERS PLACE SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

That portion of estate conveyed in that Special Warranty Deed recorded July 01, 1996, as Entry No. 187886, in Book 325, at Page 746, of Official Records, and being located in Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which intersects the following patented mining claims:

Roosevelt (Mineral Survey 6645)

Queen Esther No. 3, and Queen Esther No. 6 (Mineral Survey 6979)

Gilt, Galena, Park City Consolidated No. 31, and Silver (Mineral Survey 6867)

Less and excepting therefrom the following described properties:

- Deer Hollow Village at Deer Crest Official Plat recorded as Entry No. 209772, in Book 408, at Page 256.
- Snowtop Subdivision at Deer Crest Official Plat recorded as Entry No. 209773, in Book 408, at Page 276.
- Deer Crest Estates Phase II Official Plat recorded as Entry No. 209775, in Book 408, at Page 336.
- Roosevelt No. 1 (Mineral Survey 6645)
- Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian.
- The property described in that Special Warranty Deed recorded as Entry no. 411705, in Book 1129, at Page 679.

AS-SURVEYED DESCRIPTION

A parcel of land located in the southwest quarter of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a 4" aluminum cap "Jack Johnson Company", a point North 00°13'06" West 1077.42 feet along section line and East 468.47 feet from a nail in a metal pipe filled with concrete at the southwest corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the southeast corner of Deer Hollow Village Subdivision At Deer Crest, recorded December 23, 1998, as Entry No. 209772 in the Office of the Recorder, Wasatch County, Utah; and running thence coincident with the easterly boundary of said subdivision the following five (5) courses: 1) North 08°00'00" West 355.75 feet; thence 2) South 84°51'43" West 15.85 feet; thence 3) North 05°08'17" West 224.04 feet; thence 4) North 68°20'38" West 41.23 feet; thence 5) North 18°45'09" East 22.41' to a point on the southern boundary line of Government Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence coincident with said Government Lot 27 the following two (2) courses: 1) South 85°42'00" East 414.97 feet to a 4" aluminum cap "Jack Johnson Company PLS147581"; thence 2) North 67°49'00" West 402.56 feet to a point on Snowtop Subdivision at Deer Crest, recorded December 23, 1998, as Entry No. 209773 in the Office of the Recorder, Wasatch County, Utah; thence coincident with said Snowtop Subdivision the following three (3) courses: 1) South 81°54'49" East 324.21 feet; thence 2) North 39°18'30" East 250.51 feet; thence 3) East 1078.91 feet to a point on the westerly boundary line of Deer Point Subdivision, Entry No. 299703 in the Office of the Recorder, Wasatch County, Utah; and running thence coincident with the westerly boundary of said subdivision the following two (2) courses: 1) South 05°38'38" East 430.27 feet; thence 2) South 05°26'45" East 627.94 feet to a rebar & cap "R. POHL L5173736", said point also on the boundary line of Parcel 5, as shown in that certain Special Warranty Deed, recorded May 6, 2015, as Entry No. 411705 in the Office of the Recorder, Wasatch County, Utah; thence coincident with said northerly boundary line the following five (5) courses: 1) North 50°41'29" West 180.00 feet; thence 2) North 71°41'29" West 190.00 feet; thence 3) North 84°41'29" West 160.00 feet; thence 4) South 89°18'31" West 250.00 feet; thence 5) South 63°01'02" West 146.41 feet to a point on the northerly boundary line of the Roosevelt No. 1 Mining Claim (MS 6645); thence coincident with said northerly boundary line North 85°42'00" West 727.70 feet to the point of beginning.

Basis of Bearing being North 00°13'06" West 2601.80 feet between said nail in metal pipe at the southwest corner and a nail in metal pipe filled with concrete at the west quarter corner of said Section 14.

Description contains 30.70. acres.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots, and parcels, together with easements as set forth to be hereafter known as FOUNDERS PLACE SUBDIVISION and do hereby dedicate the public trails for perpetual public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the private road and public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this 28 day of JUNE, 2022.

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

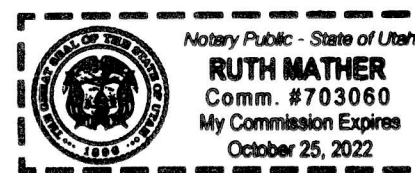
By: [Signature]
Its Authorized Signatory
Ben FIVEASH
Printed Name

ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Summit)

On this 28 day of JUNE, 2022, the above authorized signatory personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say he is the Authorized Signatory of Deer Crest Associates I, L.C., a Utah limited liability company, and that FOUNDERS PLACE SUBDIVISION was signed on behalf of said limited liability company by authority of its operating agreement or resolution of its members, and he acknowledged to me that he executed FOUNDERS PLACE SUBDIVISION.

By: Ruth Mather
Notary Public
Ruth Mather
Printed Name
Residing in: Kamas, UT 84036
My commission expires: 10/25/22
Commission No. 703060



SHEET 1 OF 2

05/24/2022 JOB NO.: 14-6-18 FILE: \\server\X\DeerCrest\dwg\sr\plot2018\140618.dwg



(435) 649-9467

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS 26th DAY
OF MAY, 2022.

RECORD OF SURVEY # 3786
[Signature]
WASATCH COUNTY SURVEYOR

JORDANELLE SPECIAL SERVICE DISTRICT AND SPECIAL IMPROVEMENT DISTRICT

APPROVED THIS 31st DAY

OF May, 2022

BY [Signature]
GENERAL MANAGER

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY

PLANNING COMMISSION THE 12TH

DAY OF JANUARY, 2022

BY [Signature]
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 24

DAY OF June, 2022

BY [Signature]
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 27th
DAY OF June, 2022

BY [Signature]
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THE 27TH DAY OF JANUARY, 2022

BY [Signature]
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THE 27TH DAY

OF JANUARY, 2022

BY [Signature]
PARK CITY RECORDER

WASATCH COUNTY FIRE DISTRICT

APPROVED THIS 6 DAY

OF June, 2022

BY [Signature]
FIRE CHIEF

RECORDED

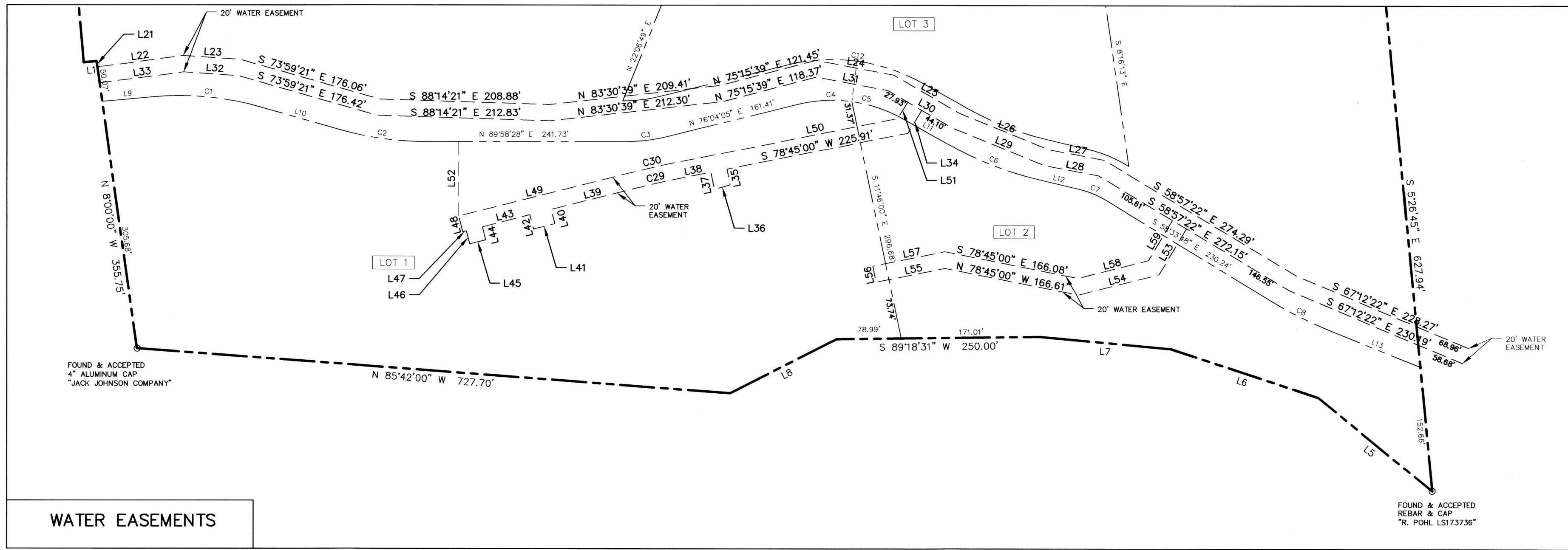
STATE OF UTAH, COUNTY OF WASATCH, AND FILED

AT THE REQUEST OF DEER CREST ASSOCIATES I, L.C.

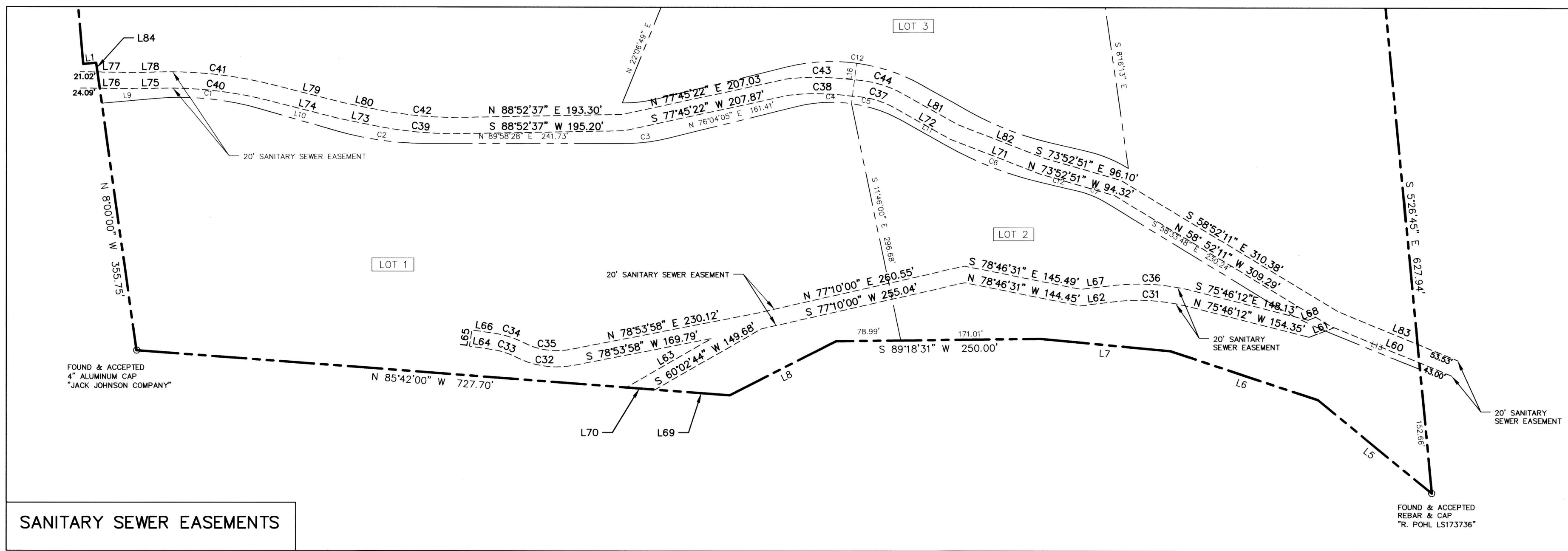
108.00 MARCY M MURRAY

FEE RECORDER BK 1415 PG 300-301

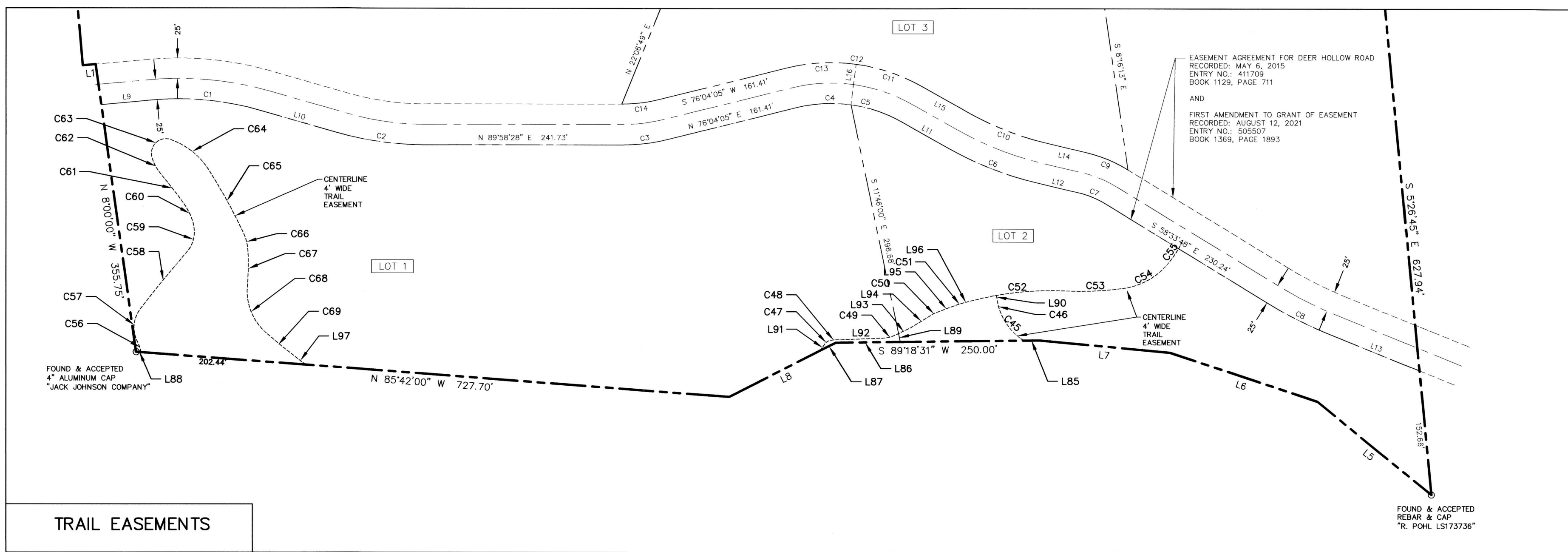
TIME 12:10 PM DATE 07-05-2022 ENTRY NO. 521735



WATER EASEMENTS



SANITARY SEWER EASEMENTS



TRAIL EASEMENTS

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S 08°00'00" E	7.11'
L22	N 82°33'11" E	105.82'
L23	S 86°11'49" E	70.86'
L24	S 79°14'21" E	97.01'
L25	S 59°44'21" E	94.02'
L26	S 67°59'21" E	117.66'
L27	S 79°14'21" E	68.92'
L28	S 79°14'21" E	67.32'
L29	S 67°59'21" E	121.07'
L30	S 59°44'21" E	92.03'
L31	S 79°14'21" E	89.04'
L32	N 86°11'49" W	66.75'
L33	N 82°33'11" W	103.66'
L34	S 31°15'39" W	32.81'
L35	S 11°19'36" E	19.94'
L36	S 75°00'00" W	20.00'
L37	N 11°19'36" W	21.25'
L38	S 78°45'00" W	41.17'
L39	S 75°42'21" W	106.57'
L40	S 14°18'59" E	18.15'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	S 75°55'34" W	27.02'
L42	N 14°18'59" W	18.15'
L43	S 75°32'07" W	60.24'
L44	S 14°18'59" E	16.42'
L45	S 75°41'01" W	20.00'
L46	N 14°18'59" W	16.42'
L47	S 75°41'01" W	4.52'
L48	N 14°39'30" W	20.00'
L49	N 75°42'21" E	218.48'
L50	N 78°45'00" E	278.26'
L51	N 31°15'39" E	23.66'
L52	N 00°01'32" W	91.51'
L53	S 30°45'00" W	65.49'
L54	S 75°45'00" W	102.03'
L55	S 78°39'49" W	85.85'
L56	N 11°20'11" W	20.00'
L57	N 78°39'49" E	89.85'
L58	N 75°45'00" E	89.22'
L59	N 30°45'00" E	57.31'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C29	1019.44'	52.71'	02°57'45"
C30	1039.44'	53.75'	02°57'45"

LINE TABLE		
LINE	DIRECTION	LENGTH
L60	N 67°41'25" W	160.29'
L61	S 69°12'24" W	33.03'
L62	S 82°53'42" W	41.29'
L63	N 60°02'44" E	120.34'
L64	N 81°47'48" W	28.35'
L65	N 81°33'30" E	20.00'
L66	S 81°47'48" E	28.34'
L67	N 82°53'42" E	38.07'
L68	N 69°12'24" E	10.13'
L69	N 85°42'00" W	91.15'
L70	N 85°42'00" W	35.53'
L71	N 68°58'53" W	117.95'
L72	N 60°32'33" W	77.47'
L73	N 78°40'40" W	42.66'
L74	N 78°40'40" W	91.01'
L75	S 88°23'20" W	24.27'
L76	N 89°15'31" W	71.69'
L77	S 89°15'31" E	71.28'
L78	N 88°23'20" E	23.86'
L79	S 75°44'38" E	90.50'

LINE TABLE		
LINE	DIRECTION	LENGTH
L80	S 78°40'40" E	42.15'
L81	S 60°32'33" E	75.99'
L82	S 68°58'53" E	115.62'
L83	S 67°41'25" E	158.75'
L84	S 08°00'00" E	11.43'

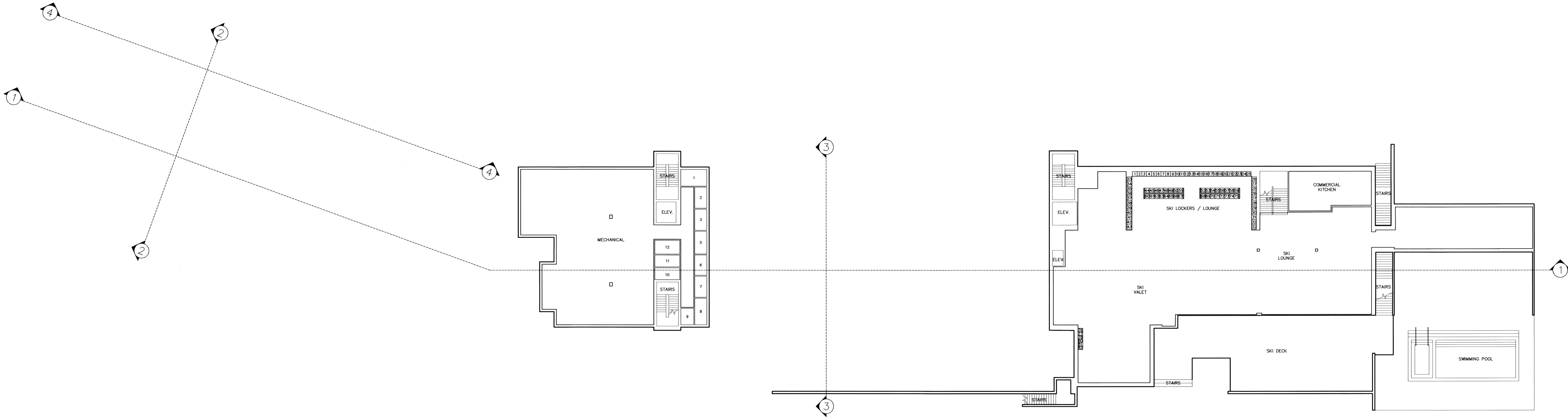
CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C31	248.07'	90.05'	20°48'00"
C32	109.85'	75.19'	39°12'49"
C33	89.69'	36.55'	19°05'38"
C34	109.69'	29.89'	19°05'38"
C35	89.85'	61.63'	39°18'04"
C36	268.07'	97.41'	20°49'08"
C37	115.67'	55.50'	27°29'29"
C38	320.48'	76.27'	13°38'10"
C39	495.72'	110.50'	12°46'18"
C40	490.00'	135.70'	15°52'02"
C41	510.00'	141.24'	15°52'02"
C42	475.72'	106.10'	12°46'42"
C43	340.48'	81.18'	13°39'37"
C44	135.67'	64.05'	27°02'55"

LINE TABLE		
LINE	DIRECTION	LENGTH
L85	S 89°18'31" W	19.76'
L86	S 89°18'31" W	78.99'
L87	S 83°01'02" W	20.70'
L88	N 85°42'00" W	6.03'
L89	S 11°46'00" E	10.54'
L90	N 09°59'41" W	9.21'
L91	N 33°30'42" E	8.37'
L92	N 87°58'30" E	53.60'
L93	N 64°24'45" E	18.95'
L94	N 58°18'18" E	31.07'
L95	N 69°25'18" E	27.95'
L96	N 75°07'38" E	10.51'
L97	S 52°52'02" E	16.67'

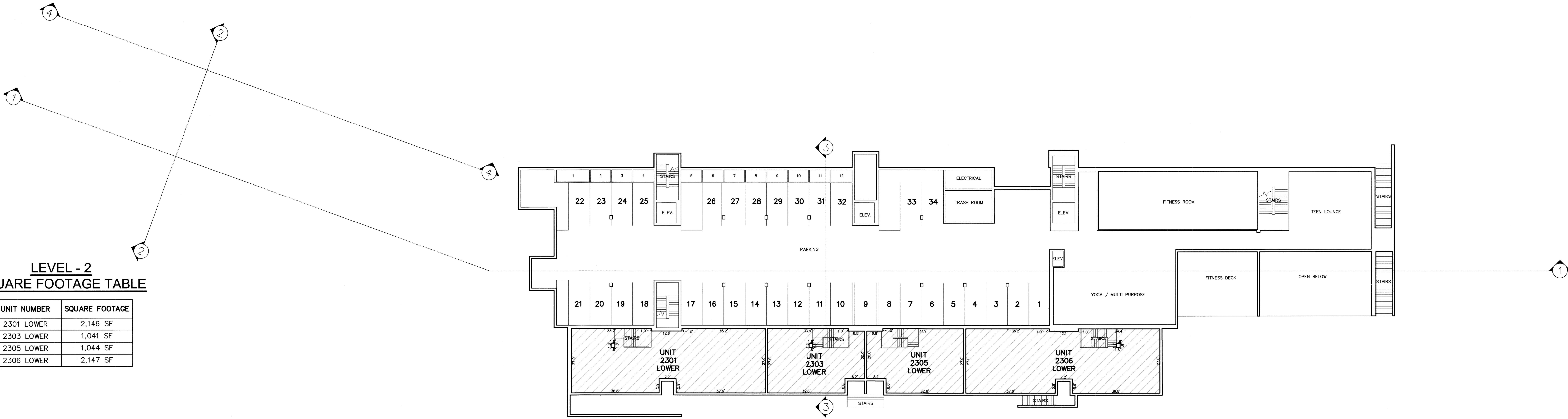
CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C45	75.09'	48.81'	37°14'40"
C46	53.21'	9.04'	09°43'58"
C47	13.23'	7.26'	31°26'15"
C48	32.85'	11.68'	20°22'52"
C49	41.80'	18.45'	25°17'22"
C50	25.00'	4.85'	11°07'00"
C51	58.00'	5.78'	05°42'20"
C52	390.24'	119.37'	17°31'36"
C53	375.44'	70.91'	10°49'20"
C54	84.87'	57.95'	39°07'20"
C55	124.46'	37.21'	17°07'47"
C56	35.10'	12.89'	21°02'59"
C57	38.01'	43.81'	66°02'10"
C58	1484.03'	88.72'	03°25'31"
C59	38.34'	36.59'	54°40'47"
C60	76.06'	29.70'	22°22'19"
C61	645.36'	45.48'	04°02'16"
C62	55.25'	22.43'	23°15'28"
C63	17.83'	39.25'	126°06'39"
C64	90.68'	60.05'	37°56'32"

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C65	666.44'	88.64'	07°37'14"
C66	59.45'	22.75'	21°55'37"
C67	313.33'	43.80'	08°00'31"
C68	67.16'	62.61'	53°24'49"
C69	610.54'	46.67'	04°22'48"





LEVEL - 1



LEVEL - 2

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 LOWER	2,146 SF
2303 LOWER	1,041 SF
2305 LOWER	1,044 SF
2306 LOWER	2,147 SF

ABBREVIATION LEGEND

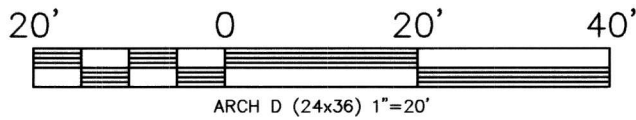
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS

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



05/24/2022 JOB NO.: 02-10-21 FILE: X:\DeerCrest\dwg\sr\plaf2021\021021.dwg

RECORDED

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

FEE _____ RECORDER BK 1415 PG 303
TIME _____ DATE _____ ENTRY NO. 521136

**LEVEL - 3
SQUARE FOOTAGE TABLE**

UNIT NUMBER	SQUARE FOOTAGE
2301 UPPER	1,426 SF
2302	1,775 SF
2303 UPPER	2,381 SF
2304	1,580 SF
2305 UPPER	2,345 SF
2306 UPPER	1,389 SF
WH-01	820 SF
WH-02	820 SF

**LEVEL - 4
SQUARE FOOTAGE TABLE**

UNIT NUMBER	SQUARE FOOTAGE
1402	1,575 SF
1403	2,227 SF
1404	1,274 SF
2401	1,274 SF
2402	2,418 SF
2403	2,418 SF
2404	2,418 SF
2405	2,418 SF
2406	2,829 SF
WH-03	825 SF
WH-04	820 SF

ABBREVIATION LEGEND

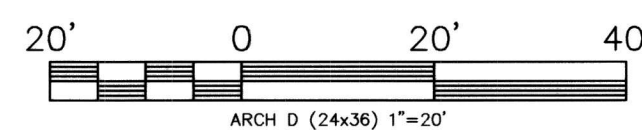
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS

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



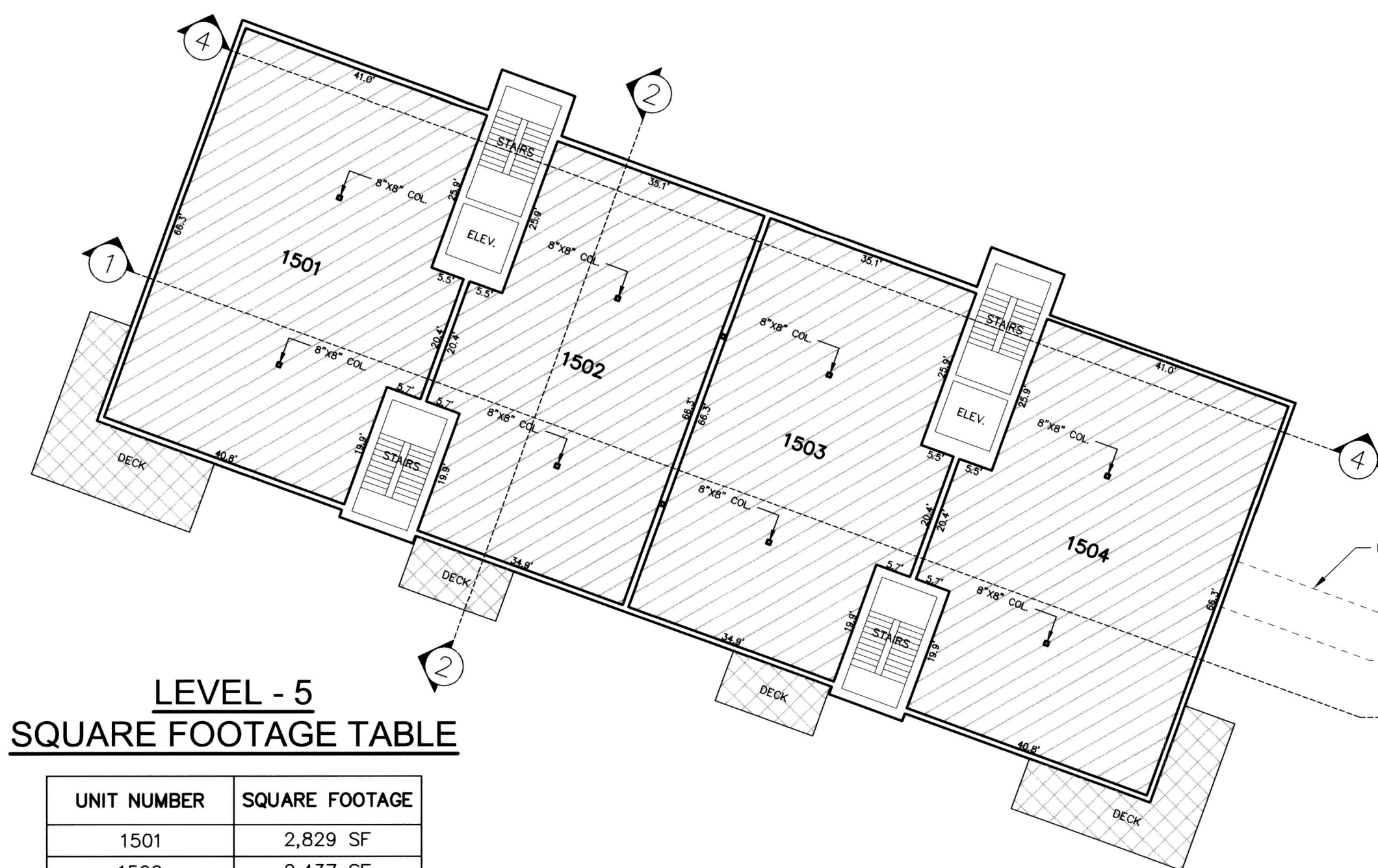
05/24/2022

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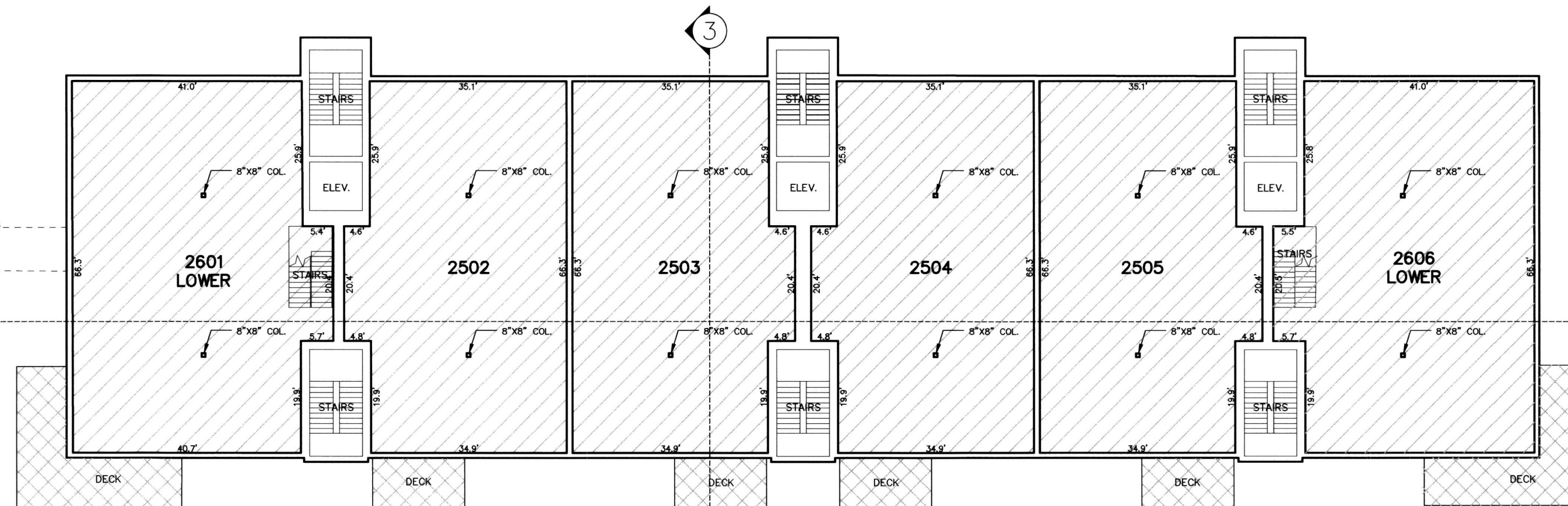
STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____

FEE _____ RECORDER BK 1415 PG 304
TIME _____ DATE _____ ENTRY NO. 521736

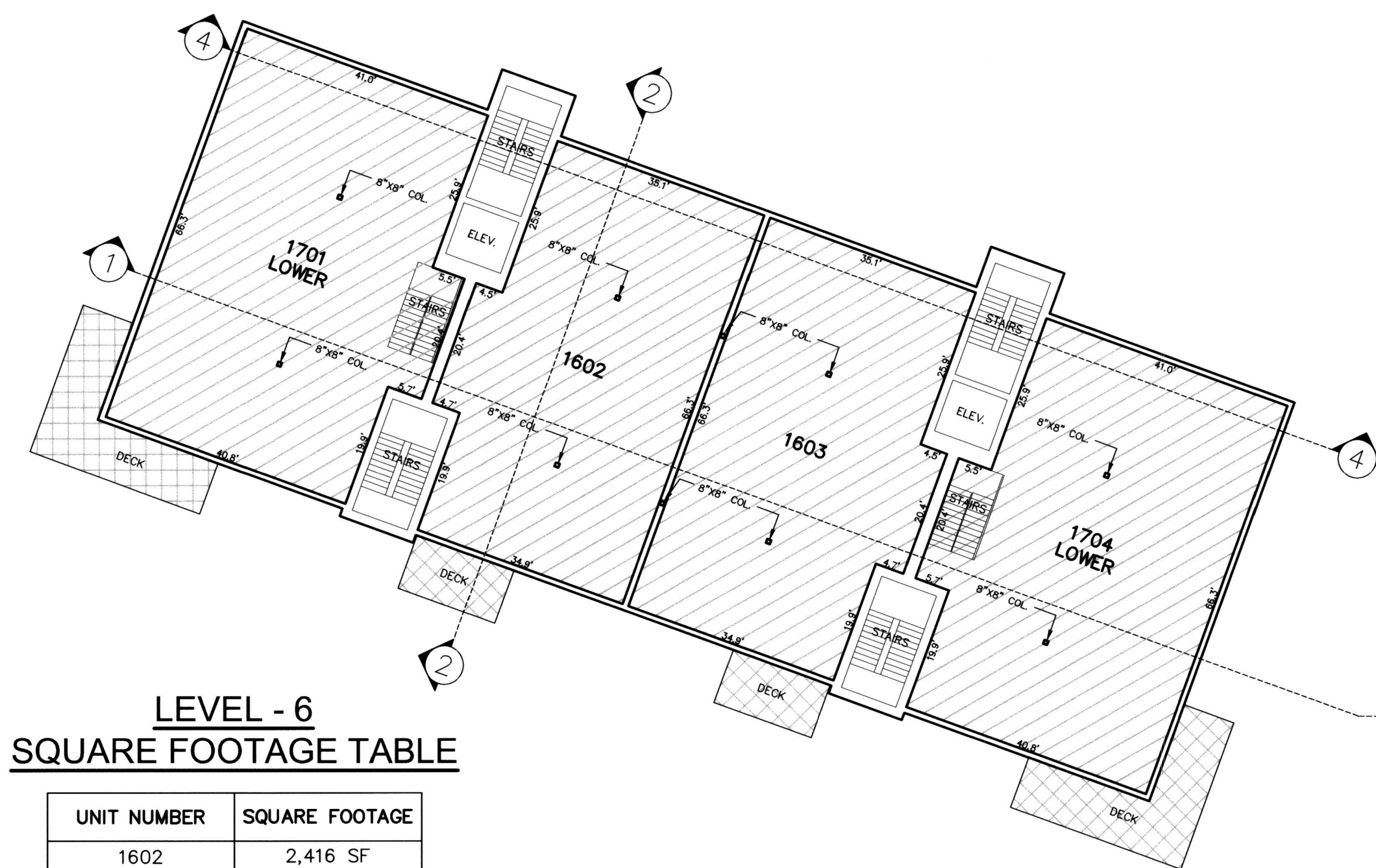


LEVEL - 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1501	2,829 SF
1502	2,437 SF
1503	2,437 SF
1504	2,829 SF
2502	2,418 SF
2503	2,418 SF
2504	2,418 SF
2505	2,418 SF
2601 LOWER	2,822 SF
2606 LOWER	2,829 SF

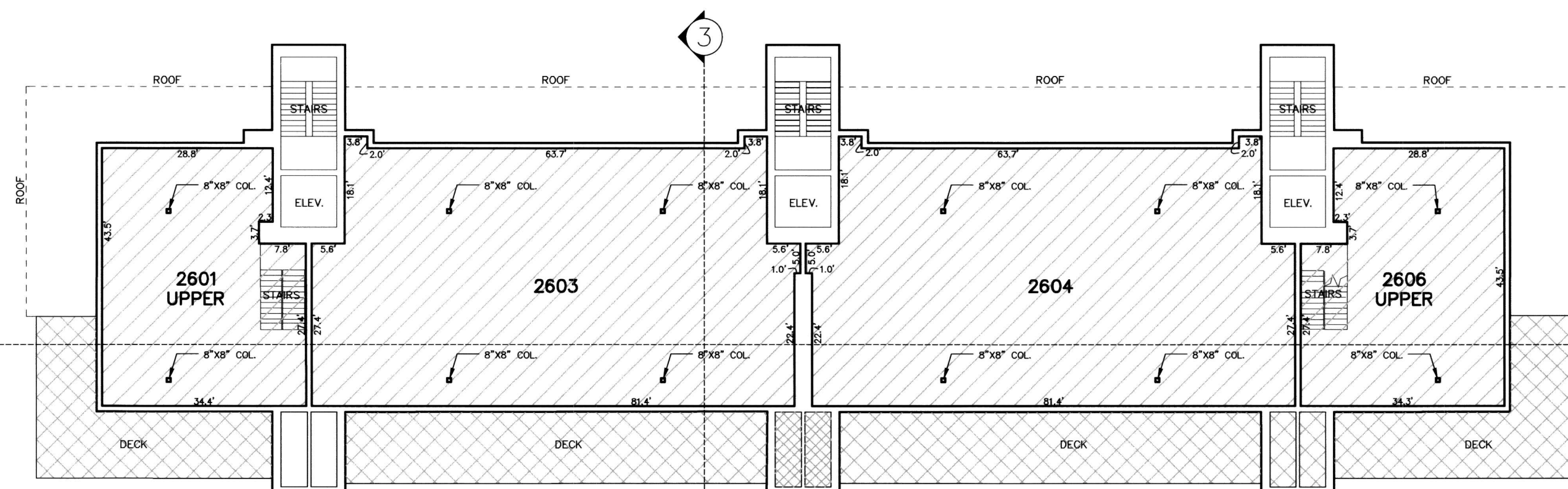


LEVEL - 5



LEVEL - 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1602	2,416 SF
1603	2,416 SF
1701 LOWER	2,829 SF
1704 LOWER	2,829 SF
2601 UPPER	1,394 SF
2603	3,394 SF
2604	3,394 SF
2606 UPPER	1,394 SF



LEVEL - 6

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS

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



05/24/2022

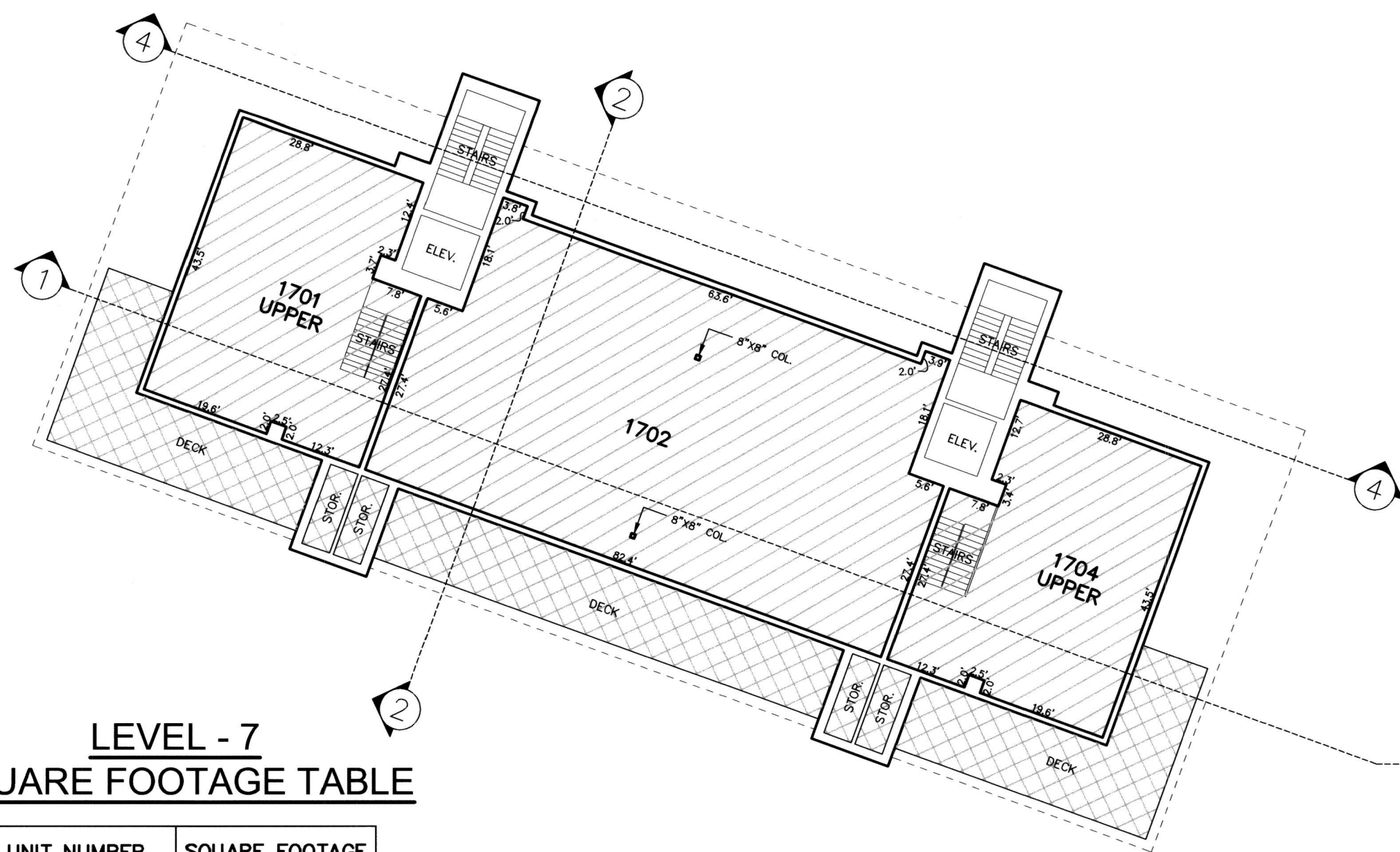
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RECORDED

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

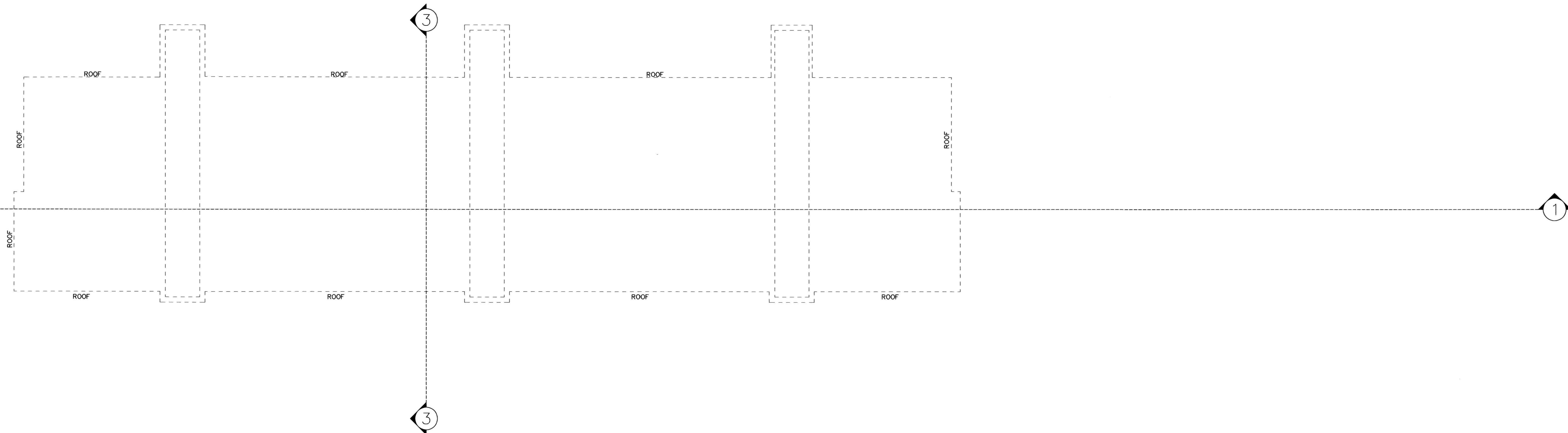
FEE _____ RECORDER BK 1415 PG 305
TIME _____ DATE _____ ENTRY NO. 521736

SHEET 4 OF 6



LEVEL - 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1701 UPPER	1,390 SF
1702	3,415 SF
1704 UPPER	1,390 SF



LEVEL - 7

ABBREVIATION LEGEND

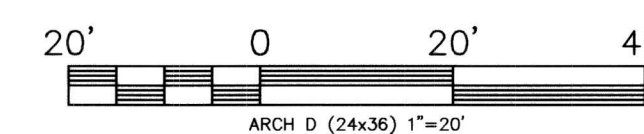
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS

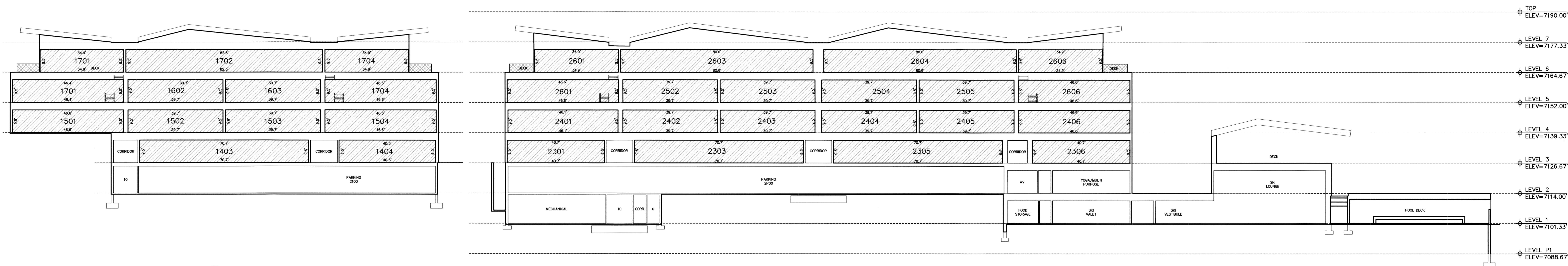
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



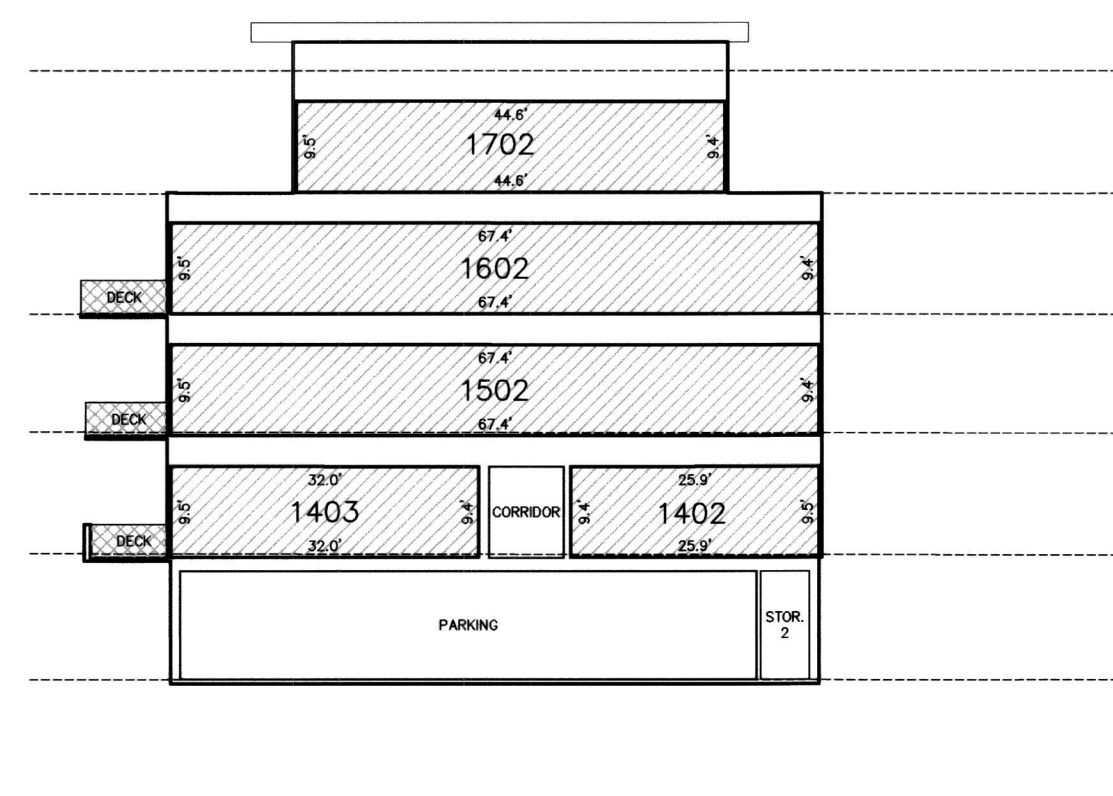
RECORDED

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

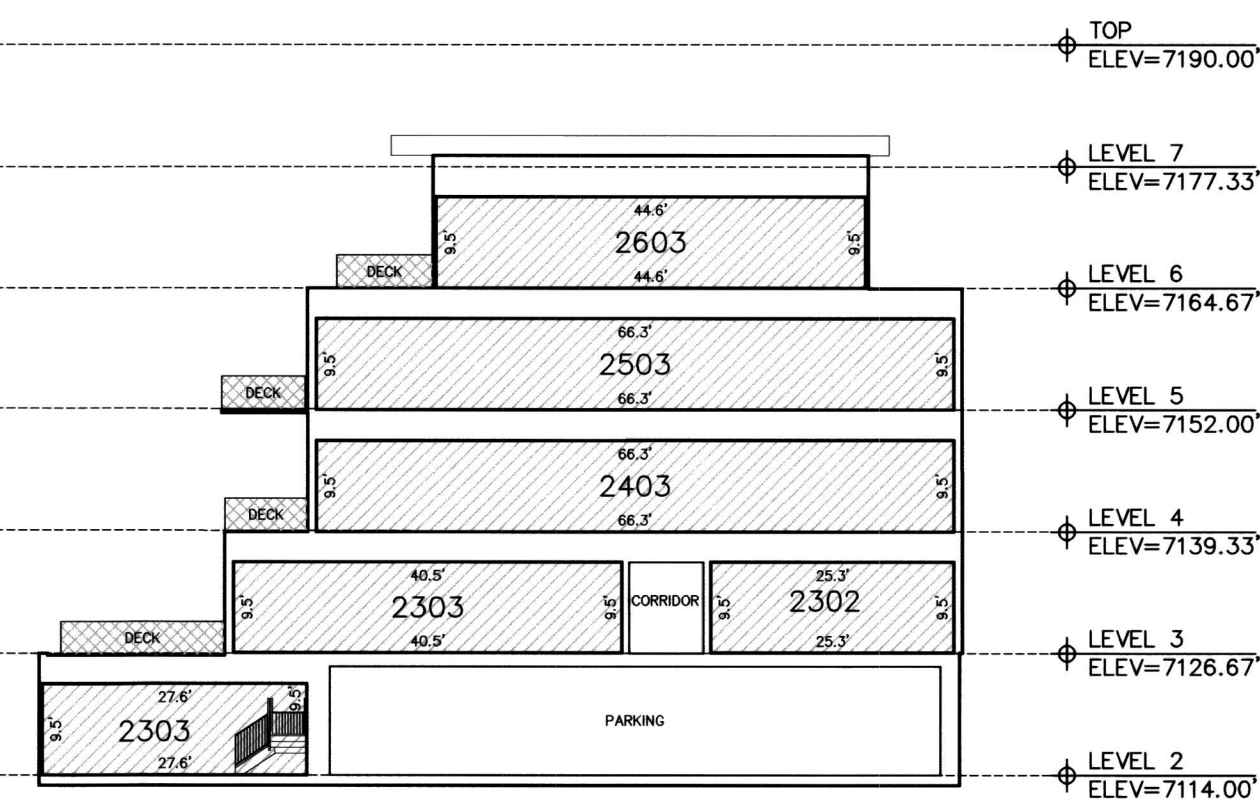
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TIME _____ DATE _____ ENTRY NO. 521736



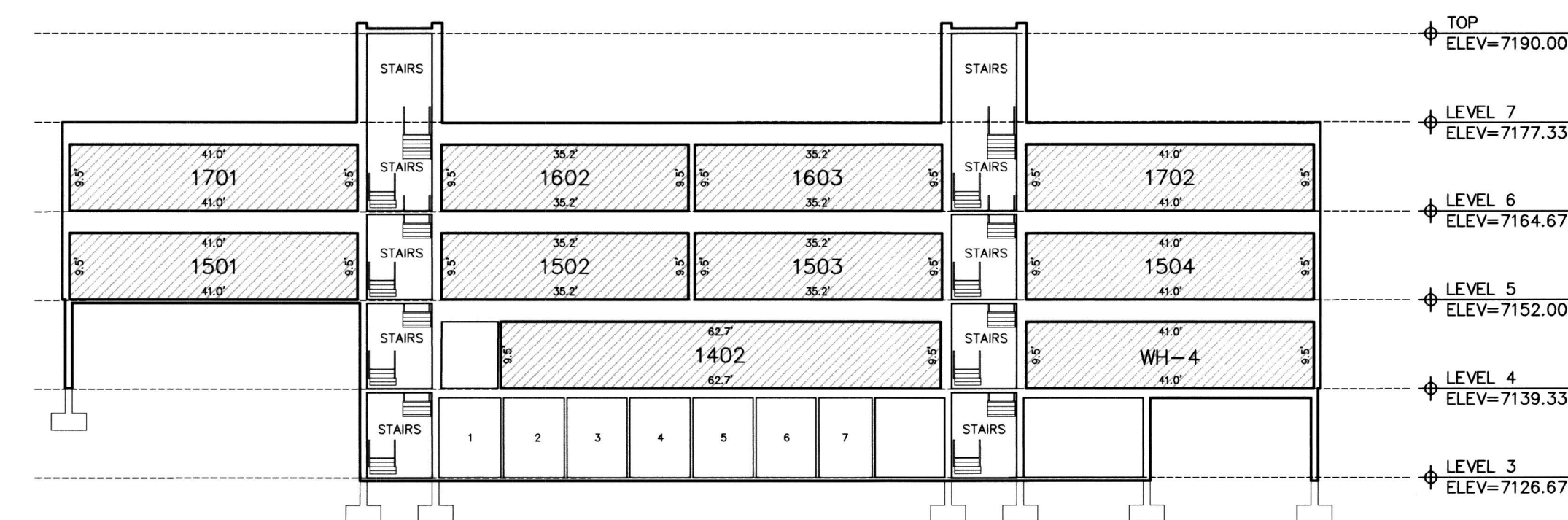
1 BUILDING SECTION 1-1
SCALE: 1" = 20'



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



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



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

ABBREVIATION LEGEND

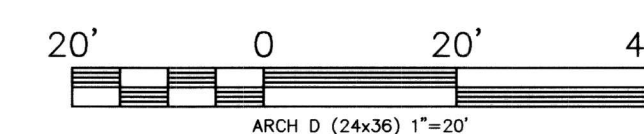
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS

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



SHEET 6 OF 6

05/24/2022 JOB NO.: 02-10-21 FILE: X:\DeerCrest\dwg\sr\plot2021\021021.dwg

RECORDED

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

FEE _____ RECORDER BK 1415 Pg 307
TIME _____ DATE _____ ENTRY NO. 521131e

Date: 05-JUL-2022 12:34:06PM
 Fee: \$40.00 Check Filed By: HP
 MARCY M MURRAY, Recorder
 WASATCH COUNTY CORPORATION
 For: DEER CREST ASSOCIATES I LC

WHEN RECORDED, RETURN TO:

City Recorder
 Park City Municipal Corporation
 PO Box 1480, 445 Marsac Avenue
 Park City, UT 84060

**RESTRICTIVE COVENANT PROTECTING THE
 AFFORDABILITY AND SUSTAINABILITY OF
 AFFORDABLE UNITS AT FOUNDERS PLACE CONDOMINIUMS**

This Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (the "Covenant") is made and entered into as of the 28 day of JUNE, 2022 (the "Effective Date"), by and between DEER CREST ASSOCIATES I, L.C., a Utah limited liability company (the "Developer"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City") with respect to certain condominium units in the Founders Place Condominium project situated in Park City, Wasatch County, State of Utah (the "Property"). The Developer, each subsequent Unit Owner (as defined below in *Section 1.34*), and the City are referred to in this Covenant collectively as the "Parties" and, individually, as a "Party".

RECITALS

- A. Whereas, the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property ("Development Requirements"), including as contained in that Settlement Agreement by and between Park City Consolidated Mines Company, Trans-Wasatch Company, L.L.C, and the City dated December 29, 1995 ("Settlement Agreement"), the Founders Place Conditional Use Permit approved by the City on January 12, 2022 ("CUP"). On January 27, 2022, the City Council adopted Ordinance No. 2022-04 approving the Founders Place Condominium Project Phase I Plat (the "Project"), which require, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;
- B. Whereas, the Project and the Developer are subject to that Affordable Housing Mitigation Plan for Founders Place adopted by the Park City Housing Authority on January 13, 2022 ("Housing Mitigation Plan");
- C. Whereas, the Developer has caused, or will cause, to be recorded on around the date hereof, in the Wasatch County Recorder's Office ("Office of the County Recorder"), the Founders Place Subdivision Plat and Founders Place Phase I Condominium Plat (as amended from time to time to incorporate additional development phases of the Project) (the "Plat"), and the Declaration of Covenants, Conditions and Restrictions for Founders Place Condominiums (as amended from time to time to incorporate additional

development phases of the Project) (the “Condo Declaration”), which Plat and Condo Declaration, designate the Units as depicted on Exhibit A;

- D. Whereas, the Units shall be subject to the Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah, Resolution 05-2021 dated April 1, 2021 (“Housing Resolution”), as administered by the City;
- E. Whereas, pursuant to the Settlement Agreement, Park City Ordinance 2022-04, approving a condominium plat for the Property, the Conditional Use Permit, substantive modifications to the Deer Crest Master Planned Development approvals and the Housing Mitigation Plan, the Developer is obligated to provide four (4) condominium units in the first (1st) development phase of the Property (“Phase I”), one (1) condominium unit in the second (2nd) development phase of the Property (“Phase II”), and one (1) condominium unit in the third (3rd) development phase of the Property (“Phase III”), each as an AUE; and
- F. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners and shall run with the land, enforceable by the City against the Developer and the Unit Owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1. AFFILIATE. The following shall be considered an Affiliate of the Developer:

1.1.1 Deer Hollow Development, LLC, a Delaware limited liability company, Deer Hollow Development I, LLC, Deer Hollow Development II, LLC, and Deer Hollow Development III, LLC (individually and collectively a “Development Entity”);

1.1.2 a successor to Developer by dissolution, merger, consolidation, distribution, or reorganization;

1.1.3 a successor to Developer by reason of its conversion to another kind of legal entity;

1.1.4 a grantee of Developer under a deed delivered with the payment of nominal consideration conveying title to the Unit when

- (a) a majority or all of the stock, shares, memberships, or other equity interests of the grantee are owned by the Developer,
- (b) if the grantee wholly owns the Developer,
- (c) if the grantee is wholly owned by Developer or an affiliated entity of the Developer, or
- (d) if the grantee is under common ownership with the Developer.

1.1.5 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2. AFFORDABLE UNIT EQUIVALENT (AUE). Residential units with at least 900 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3. ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as Exhibit D, Park City Affordable Housing Affidavit for Rented Units, and Exhibit E, Park City Affordable Housing Affidavit for Owner Occupied Units, as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner (as defined below in *Section 1.25*) and each Unit Owner (as defined below in *Section 1.34*), respectively, in accordance with *Sections 2.8 and 3.18*. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report.

1.4. AREA MEDIAN INCOME (AMI). As of any date, the definition given “area median income” by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code (as defined below in *Section 1.6*) governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if “area median income” is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5. CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6. CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7. DEER CREST AREA. All of the property and improvements in the area commonly known as “Deer Crest.”

- 1.8. DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.
- 1.9. DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.
- 1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date (as defined below in *Section 1.18*) notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.
- 1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.
- 1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- 1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to *Section 2.3*.
- 1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in *Section 3.14*.
- 1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.
- 1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.
- 1.17. NOTICE. Correspondence complying with the provisions of *Section 6.8*.
- 1.18. OFFER DATE shall have meaning assigned in *Section 3.9*.
- 1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period (as defined below in *Section 1.20*) to purchase a Unit at or below such Unit's Maximum Resale Price as further explained in *Section 3.11*.

- 1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with *Section 3.8* herein.
- 1.22. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit B; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to *Section 3.14*.
- 1.23. PERMITTED TRANSFEREE. A homeowners' association for one or more phases of the Project and any Affiliate of Developer. A Permitted Transferee shall not include a Unit Owner who owns a Unit as a Qualified Buyer pursuant to *Section 3.1*.
- 1.24. PRIMARY RESIDENCE. The place where a Domicile has been established.
- 1.25. PROJECT OWNER. The Developer, as the owner of the Property and initial owner of the Project, and any successor or Permitted Transferee who gains title to a Unit in accordance with *Section 3.1.1*. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to *Section 3.1*.
- 1.26. PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)' Unit, not including any title insurance, transaction costs or real estate commissions.
- 1.26.1. The Purchase Price deemed to have been paid by the Developer for each of WH-01, WH-02, WH-03, and WH-04, as the first Unit Owner, is \$310,802* per Unit in 2022, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing First Home rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
- 1.27. QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:
- 1.27.1. A person who does not own any other real property; and

* Calculation of sale price subject to change to reflect actual HOA fees for the Units.

1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:

- (a) A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Summit County or Wasatch County Boundaries; or
- (b) An owner of a business or entity with a primary place of business within the Summit County or Wasatch County boundaries; or
- (c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Summit County or Wasatch County boundaries; or
- (d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Summit County or Wasatch County boundaries for at least two continuous years and continued living as a full-time resident within the Summit County or Wasatch County boundaries following his or her retirement; or
- (e) A person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27.2 due to a Disability.

1.27.3. A Household with an income that is 80% or less of the Area Median Income; and

1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.

1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of an entity or entities performing services within the Property with an income that is (i) 150% or less of AMI for two or less of the first four Units in Phase I, (ii) 80% or less of AMI for at least two of the first four Units in Phase I, and (iii) 80% or less of AMI for each Unit in Phase II and Phase III, respectively; or

1.28.1. Persons with a minimum of one adult in his or her Household who is a full-time (aggregate of thirty (30) hours of employment per week) employee of a business or enterprise operating within Summit County or Wasatch County with an income that is eighty percent (80%) or less of AMI.

1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City's affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local

circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.

- 1.30. SALE. The term “sale,” or any derivative thereof (e.g., “sales,” “sold,” and “sell”), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.
 - 1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.
 - 1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
 - 1.33. UNIT. Units WH-101, WH-202, WH-303, and WH-404 in Phase I, one AUE in Phase II, and one AUE in Phase III, each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 - 1.34. UNIT OWNER. A Qualified Buyer receiving title to or a fee interest in a Unit from the Project Owner in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Wasatch County, Utah. However, Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a Unit Owner. For purposes of the Covenant, a Unit Owner shall not include the Project Owner.
2. **COVENANT RESTRICTING THE PROJECT OWNER’S RENTAL OF THE UNIT TO QUALIFIED RENTERS.**
 - 2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis if the City determines a Unit is no longer needed as an affordable rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

- 2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.
- 2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2022 for a Unit in Phase I of the Project shall be \$2,008 per month if the Project Owner covers all utility charges and \$1,933 per month if the Qualified Renter is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2022. At no time shall the Unit Maximum Rent exceed 30% of the income of a two-person household earning 80% of AMI. In the event the Project Owner rents or leases the Unit in excess of the Maximum Rent, any amounts owed to the Project Owner in excess of the Maximum Rent shall be due and payable to the City, and the Project Owner shall, immediately upon receipt thereof, remit such amounts to the City. Such excess rents paid to the City shall be used to further the City's affordable housing plan. Any assessments or fees charged to the fee title owner of the Unit pursuant to the Condo Declaration shall not be charged to the Qualified Renter or lessee of the Unit, and the Unit Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.
- 2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.
- 2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.
- 2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.

2.7 CONDITION OF RENTAL UNIT. The Project Owner and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, Minimum Standards. The Project Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.

2.8 ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units (Exhibit D)* to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in the City, the Project Owner may (i) sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3; or (ii) propose an alternate arrangement to the City, which the City may approve or reject in its sole discretion within sixty (60) days after the Project Owner's proposal is submitted to the City. If the City does not make its determination permitting or prohibiting the sale of a Unit or an alternate arrangement within sixty (60) days of the Project Owner's submission of a request therefore, then the sale of the Unit or alternative proposal will be deemed approved. Otherwise, the Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of the City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

2.10 INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

3.1 SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be

owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in any Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in a Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.

3.1.1 PERMITTED TRANSFER. Subject to the other provisions of this Section 3.1.1, Developer may transfer a Unit to a Permitted Transferee, which transfer shall require: (a) prior written notice to the City which discloses the material terms of such transfer, (b) having the Permitted Transferee execute and record an assignment agreement in a form acceptable to the City. The Developer is allowed one (1) transfer of each Unit to a Development Entity (as defined in Section 1.1.1) provided that the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars (\$5,000), upon notice to, but without requiring the consent of, the City. The Developer or a Development Entity may make one additional transfer of each Unit to an Affiliate, provided that (a) the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars (\$5,000); and (b) Developer receives prior written consent from the City, which shall not be unreasonably withheld. The transfer of any Unit to a Development Entity and any approved sale to an Affiliate shall not be subject to the Option provided in Section 3.11. All Permitted Transferees shall agree to assume the obligations of Developer under this Covenant and operate the acquired Unit as a Project Owner. Permitted Transferees shall operate and rent any Units acquired by such Permitted Transferee as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred pursuant to this Section 3.1.1 or to a Qualified Buyer in accordance with Section 2.9 and this Article 3. For the avoidance of doubt, any transfer pursuant to this Section 3.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

3.2 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police

Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

- 3.3 OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.
- 3.4 OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.
- 3.5 LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.
- 3.6 MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.
- 3.7 INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.
- 3.8 UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:
 - 3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.

3.8.4 Other circumstances as may be required by law.

3.9 RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner's or such Unit Owner's intent to Sell a Unit (the date of such Notice to the City shall be the "**Offer Date**"). Except for any sale or other transfer to a Permitted Transferee by the Project Owner, the Project Owner and Unit Owner shall not Sell any interest in a Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.

3.10 COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 3.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Units shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.

3.11 OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.

3.12 RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.

- 3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “**Foreclosure Notice**”), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor’s mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.
- 3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the “**Right to Purchase Unit in Default**”). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the “**Mortgage Satisfaction Amount**”), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the “**Applicable Foreclosure Price**”).
- 3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a

final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions (i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13 SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14 MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (or the Purchase Price specified in Section 1.26.1, if greater) (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner (or 5% of the Purchase Price specified in Section 1.26.1, if greater), and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for each Unit shall be deemed to be the sum of \$310,802[†] and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.

3.15 TRANSFER OF TITLE. Unless otherwise provided herein, the Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.

3.16 NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.

3.17 NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

[†] Calculation of sale price subject to change to reflect actual HOA fees for the Units.

3.18 ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units (Exhibit E)*, by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than \$1,000 may be made to the Unit without the prior written approval of the City.

4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit C – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit C, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Section 2 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence or for rental to a Qualified Renter; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within sixty (60) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within sixty (60) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within sixty (60) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such debt or obligation

is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

- 5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.
- 5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

- 6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.
- 6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Wasatch County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Wasatch County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or

amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the then current fee title owner or any Secured Creditor.

- 6.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.
- 6.4. WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.
- 6.5. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying a Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.
- 6.6. SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell a Unit against such Project Owner or Unit Owner's will.
- 6.7. SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Units. Each Project Owner and Unit Owner of a Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.
- 6.8. NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first

business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Wasatch County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the address on file with the Office of the Recorder of Wasatch County, Utah:

DEER CREST ASSOCIATES I, L.C.
1375 Deer Valley Drive, Suite 105,
Park City, Utah 84060
Attn: Bill Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

PARK CITY MUNICIPAL CORPORATION
PO Box 1480; 445 Marsac Avenue
Park City, Utah 84060-1480
ATTN: City Recorder and Housing Office

6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

- 6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.
- 6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.
- 6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Units, and all parties that obtain any interest in the Units that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units for the benefit of the City and shall encumber the Units and shall be binding upon all subsequent assigns of the Project Owner of the Units and each Unit Owner of the Units and any other party with an interest in the Units.
- 6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.
- 6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Units and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.
- 6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Units.
- 6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.
- 6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

6.22. RECORDATION AND SUBSEQUENT PHASES. Upon execution of this Covenant, the Developer shall cause this Covenant to be recorded in the public records of the County Recorder of Wasatch County, Utah simultaneously with the recording of the Plat and against Units which are to be constructed in the first phase of the Project and shall pay all fees and charges incurred in connection therewith. The Developer shall (a) cause this Covenant to be recorded against the Units in future phases of the Project upon the recordation of condominium plats for such phases, (b) immediately following the recordation of the condominium plat for each future phase the Developer shall transfer to the City, by deed, the condominium unit(s) in such phase that will be subject to this Covenant, and immediately thereafter the City shall transfer back to the Developer, by deed, the condominium unit(s) so transferred in order to restore ownership to the Developer, and (c) following such exchange of deeds this Covenant shall be recorded against the affordable Units being added in such phase. Prior to recordation of this Covenant against the Units Developer shall cause (i) the condominium units becoming subject to this Covenant to be free and clear of all security instruments (deeds of trust or mortgages), or (ii) if this Covenant and transfer deeds are recorded against one or more subsequent phases that are the subject of one or more security instruments, the Developer shall cause this Covenant to be recorded together with a subordination agreement, subordinating the lien of any security instrument to this Covenant and consenting to the transfer deeds. Developer agrees that until this Covenant has been recorded against the property that will be developed as Phases II and III of the Project, Developer will not cause or allow any security instruments to be recorded against such property without first obtaining the prior written consent of the City, which shall not be unreasonably withheld or delayed.

6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:

- 6.23.1 Developer is duly and validly organized and is in good standing under the laws of the State of Utah.
- 6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.
- 6.23.3 The person named below and signing on behalf of Developer has received all necessary approvals and is duly authorized to bind Developer to all of the terms and conditions found in this Covenant.
- 6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Developer may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.

- 6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.
- 6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Wasatch County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.
- 6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.9 The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit F hereto. As used in this Section 6.23.9, "Encumbrances" shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.
- 6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Units being rented to Qualified Renters for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.
- 6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER, FOR SO LONG AS IT OWNS ONE OR MORE OF THE UNITS AND, THEREAFTER, EACH SUBSEQUENT PROJECT OWNER OTHER THAN

DEVELOPER, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY "INDEMNIFIED ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS' FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY'S ENFORCEMENT OF THE TERMS HEREIN AGAINST EITHER THE PROJECT OWNER OR THE DEVELOPER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER'S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF DEVELOPER (SO LONG AS IT OWNS A UNIT) AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

Park City Municipal Corporation,
a Utah municipal corporation

By: Nan Worel
Name: Nan Worel
Its: Mayor

Attest:

Muhel Rer
City Recorder

Approved as to Form:

M. D. H. J.
City Attorney

ACKNOWLEDGEMENT

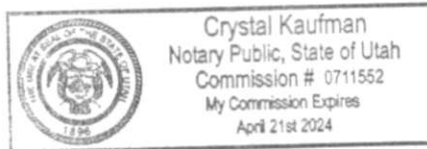
STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 29th day of June 2022, by Nan Worel, in her capacity as Mayor of Park City Municipal Corporation, a Utah municipal corporation.

Crystal Kaufman
NOTARY PUBLIC
Residing at: 445 Marsac Ave

My Commission Expires:

April 21st 2024



DEVELOPER:

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

By: [Signature]

Name: BILL FIVEASH

Title: AUTHORIZED SIGNATORY

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28 day of JUNE 2022,
 by Bill Fiveash, in his capacity as a authorized signatory of
Deer Crest Assoc 1 LC.

NOTARY PUBLIC

Residing at: Kamas, UT

My Commission Expires:

10/25/22



EXHIBIT A

The following described real property is located in Wasatch County, Utah:

Legal Description of the Property

Units WH-1, WH-2, WH-3, and WH-4 Founders Place Condominiums, together with the undivided interest in the common areas and facilities appurtenant to such Units, according to the official plat thereof on file and of record in the Wasatch County, Utah Recorder's Office.

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT B**PERMITTED CAPITAL IMPROVEMENTS**

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety;
 - e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
 - f. Improvements to add and/or finish permanent/fixed storage space; and/or
 - g. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT C**MINIMUM STANDARDS FOR
SELLER TO RECEIVE FULL RESALE VALUE**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
 - All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:**Clean Unit: All rooms will be cleaned as stated below:****Kitchen:**

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT D

**Park City Affordable Housing Affidavit
For Rented Units**



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____ [month], 20____, personally appeared
_____ [name of affiant], known to me
to be a credible person and of lawful age, who being by me first duly sworn, on _____ [his
or her] oath, deposes and says:

I currently own the property at _____ (street address)
which is a deed restricted home for affordability. I am fully aware of the restrictions and am to
the best of my knowledge in compliance. I verify that I am currently renting it to a qualified
individual for \$_____ per month.

[signature of affiant]

[printed name of affiant]

[phone]

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no
later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-858-9019

EXHIBIT E

PARK CITY AFFORDABLE HOUSING AFFIDAVIT FOR OWNER OCCUPIED UNITS

Park City Affordable Housing Affidavit
For Owner Occupied UnitsState of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____, [month], 20____, personally appeared _____
_____ [name of affiant], known to me to be a credible person and of
lawful age, who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

*I currently own my residence at _____ (street address) which is
a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the
best of my knowledge in compliance including the requirement for owner occupancy. I verify that I
continue to live in it as my primary residence.* I have never rented my home even for short periods
of time. I have not acquired any direct interest in other real property since my purchase of the deed
restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list
name, employment and amount of rent charged: _____*

[signature of affiant]_____
[printed name of affiant]_____
[phone]_____
[mailing address of affiant, line 1]_____
[mailing address of affiant, line 2]_____
[email address]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal]

[signature of Notary]_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

*Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month
period.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-638-9019.

EXHIBIT F**LIST OF ENCUMBRANCES**

1. Lien of Taxes, now accruing as a lien, but not yet due and payable Year: 2022.
2. The land described herein is located within the boundaries of Wasatch County, Wasatch County Special Service Districts, Wasatch County Water District, Tax Area 022, and is subject to any assessments levied thereby.
3. Subject to any loss or claim resulting from any erroneous assessment by Wasatch County because portions of the herein described property for Tax No. 00-0021-1977, are situated outside of said described property.
4. Subject to all matters disclosed in the following:
 - a. Patent:
Recorded: April 22, 1929
Entry No.: 45650
Book / Page: 10 / 170
 - b. Patent:
Recorded: September 18, 1980
Entry No.: 120923
Book / Page: 135 / 501
 - c. Patent:
Recorded: December 11, 1980
Entry No.: 121670
Book / Page: 137 / 214
5. Subject to all matters disclosed in the Mineral Surveys 6645, 6979, and 6867.
6. Subject to any loss or claim arising from the incorrect, incomplete or inaccurate abstracting or indexing, or any documents affecting the herein described property by the Wasatch County Recorder's Office.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.
9. Reservations in favor of the Grantor:

Grantor: Park City Consolidated Mines Company
 Recorded: October 17, 1990
 Entry No.: 153690
 Book/Page: 222 / 623

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203760
Book/Page: 384 / 450

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203761
Book/Page: 384 / 456

10. Memorandum of Agreement, including the terms and conditions thereof:

Between: Park City Consolidated Mines Company, a Utah corporation
And: Deer Crest Associates I, L.C., a Utah limited liability company
Dated: June 28, 1996
Recorded: July 1, 1997
Entry No.: 187887
Book/Page: 325 / 756

11. Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: December 20, 1991
Recorded: December 31, 1991
Entry No.: 158784
Book/Page: 237 / 241

First Amended Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: August 05, 1996
Recorded: August 08, 1996
Entry No.: 188648
Book/Page: 328 / 684

12. Grant of Easements, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Recorded: June 20, 1996
Entry No.: 187675
Book/Page: 324 / 806

13. Grant of Easements, and the terms and conditions thereof:

Grantor: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Grantee: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Recorded: June 20, 1996
Entry No.: 187676

Book/Page: 324 / 816

14. Grant of Easement, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: Wasatch County, a political subdivision of the State of Utah
Recorded: July 1, 1996
Entry No.: 187883
Book/Page: 325 / 727

First Amendment to Grant of Easement:

Recorded: August 12, 2021
Entry No. : 505507
Book/Page: 1369 / 1893

15. Easement Agreement, including the terms and conditions thereof:

Between: Deer Crest Associates I, L.C., a Utah limited liability company,
Grantor
And: Deer Crest Master Association, a Utah non-profit corporation, Grantee
Dated: December 29, 2014
Recorded: May 6, 2015
Entry No.: 411709
Book/Page: 1129 / 711

16. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187891
Book/Page: 325 / 783

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

17. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187895
Book/Page: 326 / 78

18. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: November 3, 1997
Entry No.: 198235
Book/Page: 363 / 542

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: July 28, 2009
Entry No.: 350749
Book/Page: 996 / 1476

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403160
Book/Page: 1109 / 1452

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403161
Book/Page: 1109 / 1484

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403162
Book/Page: 1109 / 1516

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 13, 2016
Entry No.: 420069
Book/Page: 1148 / 1652

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: December 04, 2017
Entry No.: 445946
Book/Page: 1209 / 294

Amended Declaration of Covenants, Conditions and Restrictions:**Recorded: January 05, 2018****Entry No.: 447159****Book/Page: 1212 / 163**

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

19. Memorandum of Contribution Agreement, including the terms and conditions thereof:

By and between: Deer Crest Associates I, L.C., Deer Hollow Investment LLC, a Delaware limited liability company and Deer Hollow Development Holdings, LLC, a Delaware limited liability company

Dated: December 12, 2020**Recorded: January 15, 2021****Entry No.: 492322****Book/Page: 1333 / 1845****20. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder, including but not limited to severed minerals and/or mine dumps existing on said property.****21. Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.****22. Right-of-Way and Easement Grant, and the terms and conditions thereof:****Grantor: Deer Crest Associates I, L.C., a Utah limited liability company****Grantee: Questar Gas Company****Recorded: June 1, 2000****Entry No.: 224564****Book/Page: 464 / 4****23. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:****Recorded:****Entry No.:****Book / Page:****24. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded:
Entry No.:
Book/Page:

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded:
Entry No.:
Book/Page:

WHEN RECORDED, MAIL TO:

Steven P. Mehr
Ballard Spahr LLP
201 South Main, Suite 800
Salt Lake City, UT 84111

Ent 521741 Bk 1415 Pg 430-434
Date: 05-JUL-2022 12:37:29PM
Fee: \$84.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: DEER CREST ASSOCIATES I LC

Tax Parcel Number:

COMMUNITY BENEFIT COVENANT

THIS COMMUNITY BENEFIT COVENANT ("**Covenant**"), is made as of this 28
day of JUNE, 2022 by Deer Crest Associates I, L.C., a Utah limited liability company
("**Owner**").

RECITALS

A. Owner is the developer of a condominium project known as Founders Place Condominiums (the "**Project**") being developed on a parcel of real property located in Park City, Wasatch County, Utah ("**Property**"), as more particularly described on Exhibit A. The Project will include seventy-eight (78) market rate condominium units ("**Unit(s)**") and six (6) residential condominium units ("**Affordable Units**"), to be developed in phases, with the first phase being more particularly described on the Founders Place Plat, recorded July 5, 2022, as Entry No. 521735, in Book 1415, at Page 300-301, in the Office of the Wasatch County Recorder, as amended and/or supplemented from time to time ("**Plat**"). For clarity purposes, four (4) Affordable Units will be built in Phase I, one (1) Affordable Unit in Phase II, and one (1) Affordable Unit in Phase III.

B. Founders Place Community Benefit Foundation, a Utah non-profit corporation ("**Foundation**"), was organized for the purpose of benefiting the Wasatch County and Summit County communities, including without limitation, for charitable purposes and support of affordable housing initiatives.

C. In connection with the development of the Project and certain obligations imposed by the Park City Municipal Corporation ("**City**"), Owner desires to establish a Community Benefit Covenant for the benefit of the Foundation, as defined and further set forth below.

COVENANT

NOW, THEREFORE, the following Community Benefit Covenant is imposed on the Units as follows:

1. Community Benefit Covenant. Upon each Transfer (defined below) of any Unit, the owner of the Unit shall pay a fee based on the "Purchase Price" (defined below) of such Unit to the Foundation (a "**Benefit Fee**"), which funds shall be used by the Foundation in accordance with this Covenant, the Founders Place Community Benefit Agreement, dated the date hereof, among the Owner, Foundation and City, and the Foundation's governing directives, including without limitation, for the benefit of communities, common planning, facilities and infrastructure,

affordable housing, community programming, resort facilities, open space, recreation amenities, and other charitable purposes. The Benefit Fee shall be equal to one-half of a percent (0.5%) of the Purchase Price of the subject Unit. This Covenant, including the Benefit Fee, shall run with the land and improvements consisting of the Units for the benefit of the Foundation and the City.

(a) For purposes of this Covenant, "**Transfer**" means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Unit, including but not limited to (1) the conveyance of fee simple title to any such Unit; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such Unit, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the such Unit.

(b) Exclusions. Notwithstanding the foregoing, a "Transfer" shall not include any of the following excluded events, except to the extent that any such exclusion is used for the purpose of avoiding the Benefit Fee:

- (i) Any involuntary Transfer.
- (ii) Any Transfer that results from a court order.
- (iii) Any a bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.
- (iv) Any Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.
- (v) Any Transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the Transfer of the burdened property, not to exceed \$250.
- (vi) Any Transfer of an Affordable Unit.

(c) For purposes of this Covenant, "**Purchase Price**" means the gross purchase price of the property that is the subject of the Transfer prior to any commissions or closing costs. The gross purchase price shall not include any amounts paid by the transferee for furnishings or other personal property. Owner, and its successors and assigns, shall require either the transferor or transferee to submit verification of the Purchase Price.

(d) Payment of Benefit Fee. The owner of a Unit shall pay, or cause to be paid, the Benefit Fee at closing of the Transfer, and each Benefit Fee not paid at that time shall accrue interest until fully paid at five percent (5%) per annum over the rate of interest announced from time to time by Wells Fargo Bank, as its "prime rate" for commercial loans. Such interest shall be payable on demand, and if unpaid, shall be compounded monthly at the rate so calculated as of thirty (30) days after the date of the Transfer, and all accruing interest shall become a part of the Benefit Fee due and owing. The Declaration under which the Project is subject shall include

a provision that if the Benefit Fee is not paid as part of the Transfer, the Foundation shall cause the homeowners association for the Project to place a lien on the Unit for the Benefit Fee, plus any interest, fees or expenses to collect such Benefit Fee, until the Benefit Fee is paid.

2. Runs with Land; Successors and Assigns. This Covenant, including the Benefit Fee, covenants, agreements, rights and obligations created hereby, (a) runs with the land and improvements constituting the Units, (b) does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, and (c) is binding on the Owner and Unit owners, their successors and assigns, and inures to the benefit of and is enforceable by the City and the Foundation (and others having or acquiring the rights reserved to the Foundation) against the Owner and the Unit owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

3. Recordation and Amendment. The Owner shall cause this Covenant to be recorded against the Units, as may be supplemented and added to from time-to-time, in the Office of the Wasatch County Recorder at the time of recording of the Plat. The Owner shall cause this Covenant to be amended and recorded against the Units in future phases prior to construction on the such phases and (i) prior to recordation of any all security instruments (deed of trust or mortgage), or (ii) together with a subordination agreement, subordinating the lien of any security instrument to this Covenant. No amendment shall be made to this Covenant without the prior written consent of the City and Foundation.

4. Waiver. No term or condition of this Covenant will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

5. Authority to Execute. Owner represents and warrants that as of the date of this Covenant, it is the fee owner of all of the Units and is authorized to execute this Covenant.

6. Construction. Owner acknowledges that it has reviewed and revised this Covenant with the assistance of counsel, and further acknowledges and agrees that any interpretation of drafting ambiguities or inconsistencies shall be construed in favor of the City.

[Signature Page Follows]

Dated this 28 day of JUNE, 2022.

OWNER:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: [Signature]
Its: AUTHORIZED SIGNATORY

STATE OF Utah

COUNTY OF Summit

The foregoing instrument was acknowledged before me on JUNE 28, 2022 by Bill Fincash the Auth. signatory of DEER CREST ASSOCIATES I, L.C., a Utah limited liability company.

Ruth Mather
NOTARY PUBLIC

Residing at: Kamas, UT
My Commission Expires: 10/25/22



EXHIBIT A**Legal Description of Property**

Unit WH-01, Unit WH-02, Unit WH-03, Unit WH-04, FOUNDERS PLACE CONDOMINIUMS, created pursuant to the Condominium Plat for Founders Place Condominiums recorded on July 5, 2022 in the Office of the Wasatch County Recorder as Entry No. 521736, together with an undivided interest in the Common Areas appurtenant thereto, as described and in accordance with the Declaration of Condominium for Founders Place Condominiums, recorded in the Office of the Wasatch County Recorder on July 5, 2022 as Entry No. 521737, in Book 1415 at Page 308-383

Tax Parcel No. _____