



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
June 15, 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, June 15, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/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. REGULAR AGENDA

- 4.A **2346 Park Avenue - Conditional Use Permit** - Applicant is Requesting use of a Temporary Structure at the Peaks Hotel for a Longer Duration than the Land Management Code Allows Without an Approved Conditional Use Permit and a Parking Reduction. PL-22-05132 (30 mins.)

(A) Public Hearing; (B) Action

[Peaks Hotel Tent and Parking Reduction CUP Staff Report](#)

[Exhibit A: Draft Final Action Letter](#)

[Exhibit B: Project Description and Plans](#)

[Exhibit C: 1984 Parkview Subdivision](#)

[Exhibit D: 2020 Approved Action Letter for ACUP Outdoor Event and Temporary Improvement](#)

[Exhibit E: 2021 Final Action Letter ACUP for Outdoor Use and Temporary Improvement](#)

[Exhibit F: 2020 Final Action Letter Admin Permit Enclose Dining Area in FPZ](#)

[Exhibit G: Special Events Permit that expired on August 2, 2020](#)

[Exhibit H: ACUP Project Description and Plans](#)

[Exhibit I: Peaks Parking Study - Updated](#)

[Exhibit J: CUP Tent Approvals List](#)

[Exhibit K: Project Description and Plans for ACUP Outdoor Dining](#)

[Exhibit L: Max Occupancy Tables - Layout](#)

[Exhibit M: Peaks Hotel Parking Initiative Documents](#)

[Exhibit N: Pictures](#)

[Exhibit O: Tent Pictures](#)

[Exhibit P: Public Comment](#)

- 4.B **Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) - Zoning Map Amendment** - The Applicant Is Proposing a Zone Change for Two Parcels from Recreation Open Space (ROS) to Estate (E) Zoning for the Construction of Two Single-Family Homes. PL-21-05042 (30 mins.)

(A) Public Hearing; (B) Continuation to August 10, 2022

[Bransford Parcels Zone Change Staff Report](#)

[Exhibit A: Applicant Narrative](#)

[Exhibit B: Topography Survey with Deer Valley Easment](#)

[Exhibit C: Record of Survey December 2013](#)

[Exhibit D: JJ Johnson Development Feasibility Study 1981](#)

[Exhibit E: Access and Utility Easment along Twisted Branch into Red Cloud Subdivision](#)

[Exhibit F: 3.2.2007 recorded Flagstaff - Amended Development Agreement with Exhibits](#)

[Exhibit G: Park City Annexation of Flagstaff Mountain Resort](#)

[Exhibit H: Red Cloud Ordinance and Plat](#)

[Exhibit I: Snyderville Basin Land Use Plan and Development Potential Matrix 1998 Ord. 323](#)

[Exhibit J: Public Comment](#)

- 4.C **Parcels PCA-62-A-1-A-X, PCA-62-A-X, PCA-61-X, PCA-61-E-X, PCA-59-X, PCA-62-G-X, IHPCMC-1-2AM - Appeal of an Administrative Conditional Use Permit** - The Appellant Appeals the Administrative Conditional Use Permit to Upgrade the Existing Silverlode Lift and Install a New Chair (Chondola Lift) Under the Park City Mountain Resort Mountain Upgrade Plan. PL-22-05249 (60 mins.)

(A) Continued Planning Commission Deliberation and Action

[PCM Lift Upgrades Appeal Clarification Staff Report](#)

5. 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: 2346 Park Avenue – The Peaks Hotel
Application: PL-22-05132
Author: Makena Hawley
Date: June 15, 2022
Type of Item: Administrative – Conditional Use Permit
Temporary Structure and Reduced Parking

Recommendation

Staff recommends the Planning Commission (1) review the proposed Temporary Structure for Peaks Hotel, (2) review the proposed reduction of parking requirements for the Temporary Structure and Outdoor Dining and Outdoor Events for Peaks Hotel, Versante on the Lawn, (3) conduct a public hearing, and (4) consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant: Park City Peaks Hotel represented by Stephanie Samuels
Location: 2346 Park Avenue
Zoning District: Residential Development Medium Density (RDM) and Frontage Protection Zone (FPZ)
Adjacent Land Uses: Condos to the east and south, single-family homes to the west, directly across Park Avenue, and the Saddle View Office Park nearby.
Reason for Review: For tent requests that are longer than fourteen (14) days and more than five (5) times a year, the frequency must be approved by the Planning Commission consistent with Conditional Use criteria in LMC [§ 15-1-10](#).¹

When reviewing a Conditional Use Permit, the Planning Commission may reduce parking requirements.²

Abbreviations

ACUP	Administrative Conditional Use Permit
CDC	Centers for Disease Control and Prevention
CUP	Conditional Use Permit
FPZ	Frontage Protection Zone
IBC	International Building Code
LMC	Land Management Code

¹ LMC [§ 15-4-16](#)

² LMC [§ 15-3-7](#)

RDM Residential Development Medium Density
TDM Traffic Demand Management Plan

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

Summary

On March 1, 2022, the Peaks Hotel submitted a Complete application for a Conditional Use Permit (CUP) for a 20' x 40' Temporary Structure (tent) in the rear section of the courtyard with the request to allow the tent to be erected for a total of 180 days out of 365 days of the year.

To mitigate impacts to the surrounding neighborhood Staff recommends the tent be allowed to be assembled 12 times a year for five days maximum at a time, and the Applicant will be required to gain a fire permit from the Building Department every time they propose to use the tent. This is an attempt to achieve balance between the neighborhood to allow the hotel to utilize their property to support their goals while allowing the neighbors plenty of time where the tent does not take place so enjoyment of their own property can be experienced as well. Additionally, the Applicant proposes a parking reduction in order to hold their outdoor dining, Versante on the Lawn, during summer months. Below, the Applicant has provided an addition to the previous parking report with statistical data and Staff recommends a review one year from approval to ensure compliance and mitigation of impacts.

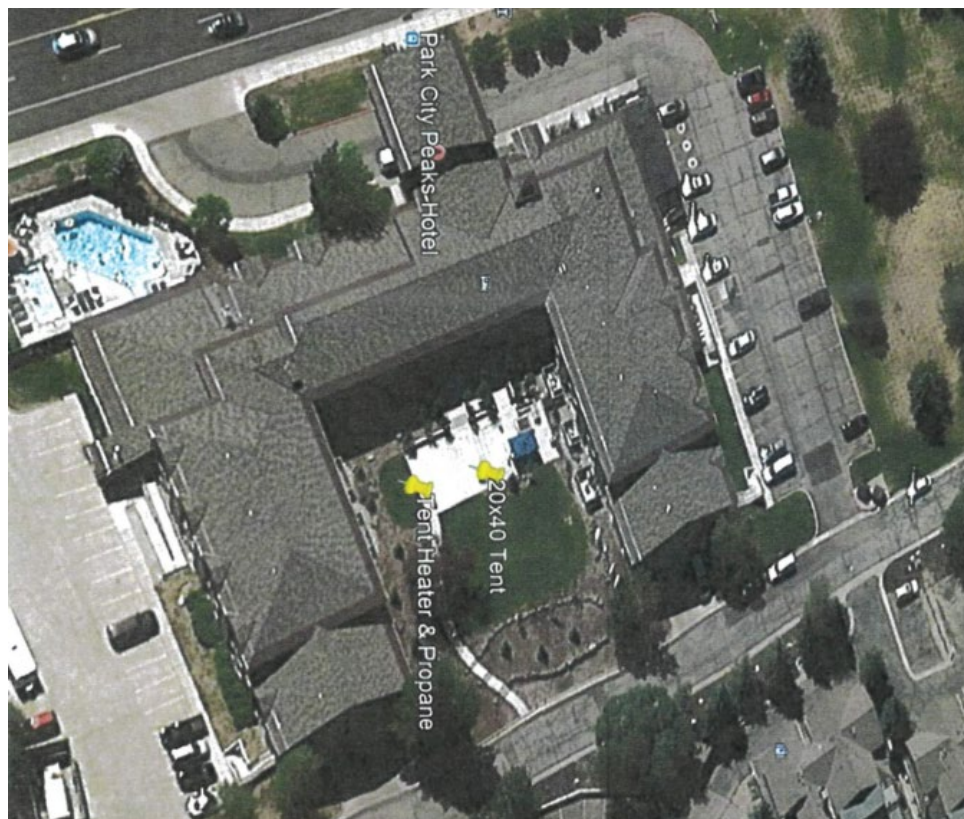


Figure 1 - Proposed placement of tent, interior courtyard area.

Background

The Peaks Hotel, constructed in 1985 is Lot 1 of the Parkview Subdivision (Exhibit C). The hotel contains 127 hotel rooms, 129 parking spots, and Versante restaurant on approximately 60,000 square feet (1.3 acres).

In 2020 and 2021, to support the community and local businesses during the COVID-19 pandemic, the City provided waivers to some administrative permits to support social distancing and outdoor uses. Many businesses found creative solutions to support health and Centers for Disease Control and Prevention (CDC) policies. For the Peaks hotel, this resulted in several permits and projects, namely, enclosing their outdoor patio to create more indoor area, creating Versante on the Lawn, and adding a tent to the inner courtyard to allow room for social distanced dining and sitting areas during the winter.

Previous Applications include:

Application Number	Brief Description
PL-20-04657	Enclose Outdoor Dining Area of Versante Approved with Conditions (Exhibit F)
PL-20-04570	Outdoor Event and Food Truck with Temporary Structures – Versante on the Lawn Aug 3, 2020 – Sept. 20, 2020 Approved with Conditions (Exhibit D)
PL-21-04764	Outdoor Event and Food Truck with Temporary Structures – Versante on the Lawn June 5, 2021-September 12, 2021 Approved with Conditions (Exhibit E)
PL-21-04827	Outdoor Event and Food Truck with Temporary Structures – Versante on the Lawn Processing

For temporary structures that are proposed for a duration longer than 14 days and more than 5 times a year, the LMC requires approval of a Conditional Use Permit (CUP).³

As a result of the pandemic, the Peaks has been using a rear inner-courtyard tent to allow for social distancing during traditional occupancy of the hotel. The Applicant proposes to continue utilizing the tent for events to be held outdoors limited to the guests of the Peaks Hotel.

In addition to the continued use of the tent, under a pending Administrative Conditional Use Permit (ACUP), the Applicant is proposing to continue Versante on the Lawn that includes outdoor dining, an outdoor food and beverage service station, and outdoor music.

³ LMC [§15-4-16\(A\)7](#)

On May 11, 2022, the Planning Commission heard the proposal for the tent CUP and parking reduction for Versante on the Lawn. The Commission generally looked favorably on the ability for the Peaks hotel to have a temporary tent and Versante on the Lawn but had reservations regarding parking and mitigation for the tent's visual impacts.

The Commission asked for a proposed Traffic Demand Management (TDM) plan, proposing the Peaks Hotel make the underground parking lot accessible to all guests, and for the Peaks Hotel to prohibit guest parking along Jupiter View Drive through signage and towing.

The Applicant has provided several items to support the Commission's request including:

- Hotel contracts with parking information for guests to park underground and requirements for events held at the hotel (Exhibit J)
- A towing contract
- Painting the curb red along Jupiter View Drive with no-parking signage on their private side of the road
- KPCW ad, three times a week, informing future guests of public transit and active transportation opportunities to Versante with a discount on food incentive of 20% off food
- An updated parking review including statistical numbers for Versante on the lawn (Exhibit I)

The Applicant has completed a TDM plan using general statistical information. With the implemented mitigation measures and the conditions of approval in the final action letter, the Applicant will be required to complete a definitive parking study during the month of August to support the approval of their CUP. This approval will be subject to Planning Commission review in 2023 to determine compliance and whether additional Conditions of Approval are required to mitigate impacts.

Additionally, on May 11, 2022, the nearest community to the Peaks Hotel voiced their concerns over proper mitigation of parking and of the tent. To attempt a balance for the neighborhood to support both residential and hotel style uses, the Applicant was amenable to the following regulations on the CUP to only utilize the tent to support hotel guest events including:

- 12 tent assemblies.
- A fire permit will be required with each tent assembly.
- The tent may be erected for 5 days maximum per assembly.
- The approval will require a one-year review, with a notice to properties within 300 feet, to ensure impacts are mitigated appropriately.

Analysis

(I) The proposal to have a temporary structure (tent) on site for periods longer than 14 days and more than 5 times per year complies with the Residential Development Medium (RDM) Zone and Frontage Protection

(FPZ) Zone.

The Peaks Hotel is in the Residential Development Medium (RDM) Zoning District and the Frontage Protection Overlay. One of the purposes of the RDM Zoning District is to allow limited generated businesses that are Compatible with residential neighborhoods.⁴ Temporary Improvements are an Administrative Conditional Use in the RDM Zoning District.⁵ Longer durations are permitted within the LMC require a CUP which is approved by the Planning Commission.

One of the purposes of the FPZ is to preserve the scenic view corridors of Park City. The proposed tent will be located within the rear courtyard of the hotel which can be seen from Jupiter View Drive but is not visible from Park Avenue.

The table below outlines the Setback requirements in the RDM Zoning District and Frontage Protection Zone. The proposed tent installation complies.

Setback	RDM	FPZ	Proposal
Front	20'	30'	150'
Rear	10'	30'+	110'
Side	10'	30'+	197' & 360'

Eight (8) tents have been approved through a CUP process in the past that are similar to this application. A list can be found in Exhibit J.

(II) The proposal complies with the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#).

A Temporary Structure that is proposed for a longer duration than 14 days or 5 times a year must comply with LMC [§ 15-1-10\(E\)](#), *Conditional Use Review*.⁶

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC [§ 15-1-10](#).

⁴ LMC [§15-2.14-1](#)

⁵ LMC [§15-2.14-2](#)

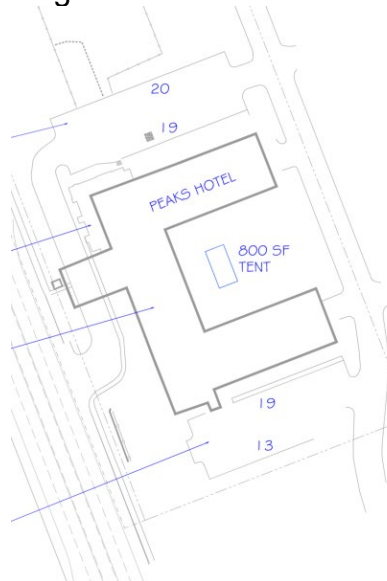
⁶ LMC [§15-2.14-9](#)

CUP Review Criteria	Analysis of Proposal
Size and Location of the Site	No Required Mitigation. The proposed 20' x 40' tent is appropriately placed in the rear courtyard of the hotel which surrounds the tent on 3 sides.
Traffic	No Required Mitigation. Events held under the tent will be for private events for hotel guests only; no admission or advertising to the general public will be allowed.
Utility Capacity	No Required Mitigation. There are no water hookups proposed, the Water Department and Public Utilities found no issues.
Emergency Vehicle Access	No Required Mitigation The parking lot located to the North of the Hotel and is large enough for emergency vehicle access. The tent will not obstruct access and is located approximately 95', from Jupiter View Drive. On December 21, 2021, the Development Review Committee evaluated the tent installation and did not identify any issues.
Location and Amount of Off-Street Parking	Please see Section III below. According to Parking Regulations Chapter § 15-3 , the Peaks Hotel requires 164.2 spaces total to meet the requirements (Only including the Uses of the Hotel and the Restaurant. With all proposed uses on site with this application, the Peaks would require 176.2 parking spaces). The Peaks has 129 spaces existing currently. Pursuant to LMC §15-3-7 the Planning Commission may reduce the initial parking requirements to prevent excess parking and paving. The Applicant must prove by a parking study that the proposed parking is adequate. Please see Section III "Location of Off-Street Parking" below.
Internal Vehicular and Pedestrian Circulation	Condition of Approval # 2 The tent is proposed to be set to the side of the rear doors of the hotel and does not create barriers for any other windows or doors, and pedestrian circulation will not be obstructed. The tent will not impede vehicular circulation.
Fencing, Screening, and Landscaping	Please see "Compatibility" below The tent is surrounded on three sides by the hotel as it sits right in the center of the U-shaped structure. The top of the tent is visible over the berm from Jupiter View Drive. The tent will affect the view of the neighbors directly across from Jupiter View Drive as they can see the tent from their driveway and also view the entire tent from the second-floor windows. The Peaks attempted to

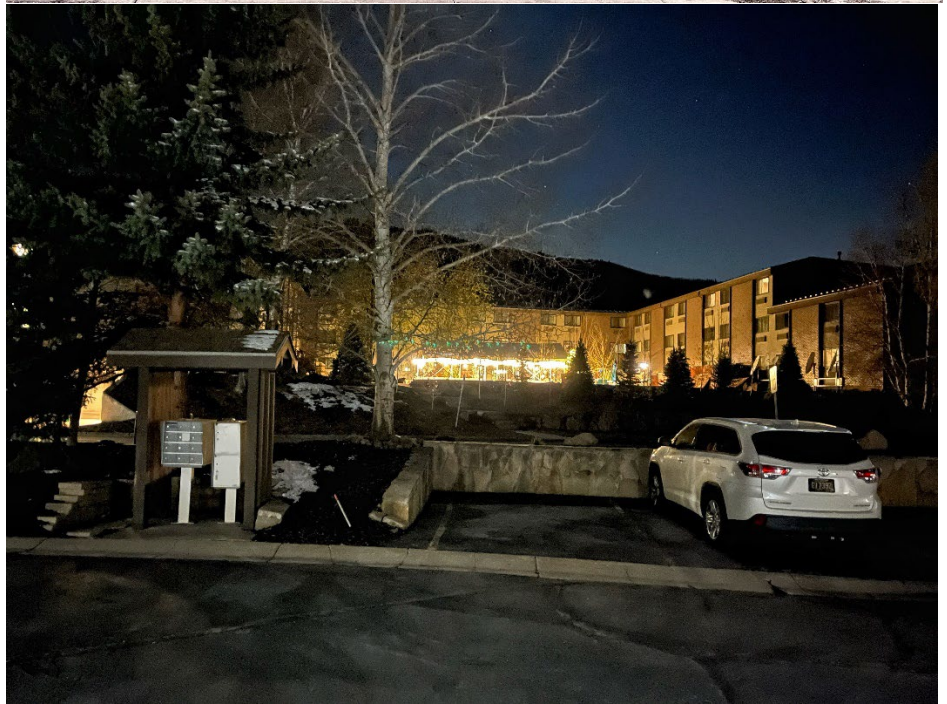
screen the tent visually with trees along the backside of the property; however, the tent is still visible.

At the May 11 Planning Commission meeting a neighbor, representing the Park View HOA across Jupiter View Drive from the Peaks Hotel, provided public input regarding the full view of the tent. The neighbor noted that their HOA supported the tent's necessity during COVID-19, but they are not in support of the continued use of the tent, which, as noted at the meeting, is completely visible from their residence.

Further analysis can be found under "Compatibility". The tent is now proposed to be erected a maximum of 12 times per year which Staff proposes as a balance to mitigate impacts on the neighborhood.







	
Building Mass, Bulk and Orientation	No Required Mitigation. The tent is appropriately sized for its location on site on the concrete pad and in relation to the hotel which is larger and partially encompassing of the tent, creating usable space in a underutilized area for the Peaks Hotel.
Usable Open Space	No Required Mitigation. The tent will be placed on an existing concrete pad.
Signs and Lighting	Not Applicable. Condition of Approval # 8 & 9 There are no signs or exterior lighting proposed with this project.
Physical Design and Compatibility	Condition of Approval # 1 & 18 The tent is compatible with the courtyard in a temporary nature. All mechanical equipment is screened and the tent is screened by the hotel on three sides. The view from Jupiter View drive impacts the neighbors view from across Jupiter View Drive as noted in Fencing, Screening and Landscaping. See Exhibit B for the proposed plans. Staff finds that impacts are mitigated within the neighborhood with additional Conditions of Approval #1 and # 18 include (but are not limited too): • The tent may be erected 12 times a year for a maximum of five days total each time the tent is put up. • The Applicant must gain a fire permit every time the tent is proposed to be assembled. • The Planning Department will require a one-year review of the use of the tent to ensure compatibility with a required public notice to property owners within 300 feet of the peaks property.

Noise, Vibration, Odors, Steam and other Mechanical Factors	Condition of Approval #12, #13 & #14 The heater in the wintertime is the only mechanical factor involved in the tent which is screened from neighbors. No other mechanical equipment is proposed with the tent. The tent is a long distance from other uses and will be required to mitigate any noise, vibrations, or odors with conditions or approval 12, 13, and 14.
Control of Delivery and Service Vehicles	No Required Mitigation Delivery and Service vehicles will operate as normal.
Expected Ownership and Management	Not applicable. The tent will be owned and managed by the hotel/Applicant.
Appropriateness of the Proposed Structure to the Existing Topography of the Site	No Required Mitigation The tent will be located on an existing, flat, concrete slab.
Consistency with Goals and Objectives of the Park City General Plan	No Required Mitigation The Peaks Hotel is located in the Park Meadows Neighborhood. It's significant to the Park City entryway corridor. Park Meadows is also the highest population of full-time residents and has a high-quality aesthetic that should be preserved. The temporary tent will be sufficiently shielded to protect the view and entry corridor.

(III) Location and Off-Street Parking as outlined in Chapter [§ 15-3](#)

The Peaks Hotel currently has the following parking spaces (Site plan can be found in Applicant's Parking study Exhibit I, p. 6 – Updated Parking including Peaks p. 69):

North lot	39
Garage	58
South lot	32
	129 Spaces Total

Pursuant to LMC [§ 15-3-6](#), the required parking ratio is shown in the table below (the following table represents the following uses: Hotel, Restaurant, and Tent):

Use	Parking Ratio Requirements per LMC 15-3-6:	Existing Condition at Peaks Hotel:	Required Number of Spaces:
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Hotel, Minor and Major	1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space	127 Hotel Rooms	127
		1655 sq ft meeting/conference space	8.2
Temporary Structure		800 sq. ft. Tent (Proposed additional Leasable Commercial Space)	4
Restaurant, Standard and Bar	1 space for every 100 sf of net leasable Area, including kitchen Areas	2013 sq ft. Front of House	20
		910 sq. ft. Back of House	9
		Hotel and Restaurant Total Spaces:	164.2
		Hotel, restaurant, and Tent Total Spaces:	168.2

LMC [§ 15-3-7](#) authorizes the Planning Commission to reduce parking requirements if the Applicant provides a parking study that ensures the parking is adequate. The parking study shall analyze the following:

1. Parking Uses will overlap;
2. Commercial spaces within the project will serve those residing within the project rather than the general public;
3. Or other factors that support the conclusion that the project will generate less parking than this Code would otherwise require.

The Applicant employed Canyon Engineering to complete a parking study in March 2020 (Exhibit I). The report states that the highest levels of occupancy for Peaks Hotel guests takes place in July for the summer and February for the winter. The study takes place over a two-week period in peak winter season to evaluate parking space availability.

The provided research identifies that with a hotel occupancy of 92% for the month of February, “parking space occupation peaks at less than 70 spaces, or just over 50% of the total available spaces” (129 spaces total).

According to the research compiled in the parking study, the report concludes that the existing parking facilities at Peaks Hotel are adequate to serve the existing uses including, hotel rooms, conference space, Versante restaurant and the proposed uses including the 800 sf temporary tent, Versante on the Lawn Outdoor Dining, and the food and beverage station.

The required parking stated by the LMC may call for higher amounts of parking spaces

because the code does not address uses that overlap on the same property. The Hotel, restaurant, and conference areas are overlapping uses at the Peaks Hotel, often serving many of the same guests on the same property.

Reported by the Applicant, less than 50% of hotel guests stay without a car. On average, approximately 20% of diners at Versante are guests of the hotel. The Manager of the Peaks Hotel also stated that when events or weddings are held at the hotel parking information is sent to the guests prior to the event. Currently parking is mitigated by helping guests arrange for buses or other options for transportation to the hotel. Additionally, the Manager noted that during peak hours, representatives of her team will be outside to ensure there is no encroachment on the neighbor's side of the street.

Finally, due to the parking study only reviewing the winter peak season, the Applicant has agreed to Condition of Approval #17 to complete an additional parking study during the month of August. This will include the intensified use of Versante on the Lawn. The completed study will be submitted to the Planning Department for review and the Planning Director shall make a determination of the sufficiency of parking to allow the Outdoor Dining to continue annually.

Staff finds that with parking space utilization at an average of 55% or less, during peak winter season, the 800-sf temporary tent will not increase parking needs past what exists at the Peaks Hotel.

Conditions of Approval #11 and #16 are put in place to give the Planning Director authority to modify the operations or add additional restrictions and conditions of approval to mitigate community impacts.

(IV) A Review of the Peaks Hotel Parking Holistically

The Peaks Hotel is concurrently proposing an ongoing ACUP to continue Versante on the Lawn and the related food and beverage station for the summer months of June - September on an ongoing basis.

On June 26, 2020, the Special Events Department approved a Special Event Permit to allow Versante Restaurant to use the lawn area of the Peaks as an extension of premise for outdoor dining and local vendors to increase physical distancing space as a mitigation effort from impacts of Covid-19 from June 27 - August 2, 2020. As stated in the Special Event Permit (Exhibit G):

"The Special Event Permit is issued to support the existing guest and hotel and restaurant use, and is temporary in nature to facilitate a phased reopening of the economy due to the impacts of Covid-19. Any future consideration outside of express dates of this permit shall be reviewed denovo."

On July 31, 2020, the Planning Department issued an ACUP approval to extend the Use of Versante on the Lawn from August 3 – September 20, 2020, per Summit County Health Department and CDC recommendations for continued mask wearing and social

distancing precautions.

On March 25, 2021, the Planning Department issued an ACUP approval to allow an Outdoor Use for Versante on the Lawn from June 5 – September 12, 2021. Again, this supported the Summit County Health Department and CDC guidelines to take precautions while supporting local businesses.

On March 1, 2022, the Planning Department received a complete application for an ACUP for Outdoor Dining and an Outdoor Event (Outdoor food and beverage service station) to continue Versante on the Lawn during the summer months of June to September, annually.

Outdoor Dining and Outdoor Events are an Administrative Conditional Use in the RDM Zoning District which requires review and approval by the Planning Director or Designee. However, pursuant to LMC [§ 15-3-7](#) only the Planning Commission may reduce parking requirements. Although the Planning Commission will not be approving the ACUP for the Outdoor Uses proposed for Versante on the Lawn, a review of the parking requirements must be reviewed in conjunction with the temporary structure CUP to consider approving reduced parking for the proposed uses at 2346 Park Avenue.

(a) Location and Off-Street Parking as outlined in LMC [§ 15-3-6](#) for the proposed Outdoor Uses

Use	Parking Ratio Requirements per LMC 15-3-6:	Existing condition:	Required Number of Spaces:
Hotel, Minor and Major	1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space	127 Hotel Rooms	127
		1655 sq ft meeting/conference space	8.2
		800 sq. ft. Tent (Additional Leasable Commercial Space)	4
Restaurant, Standard and Bar	1 space for every 100 sf of net leasable Area, including kitchen Areas	2013 sq ft. Front of House	20
		910 sq. ft. Back of House	9
Restaurant, Outdoor Dining	Based on Site specific review at the time of CUP		

Temporary Improvement	1 per employee plus 2 guest spaces (2 extra parking spots and an additional spot per extra employee needed.	2 spaces	2
		6 employees	6
Hotel and Restaurant; Total Spaces:			164.2
Hotel, Restaurant, and Tent; Total Spaces			168.2
Hotel, Restaurant, Tent, and Outdoor Uses; Total Spaces:			176.2

The parking study provided by the Applicant shows the 129 spaces existing, still provide sufficient parking availability as the peak season identifies approximately a maximum of 55% usage of the parking spaces.

The Applicant provided an updated parking study using statistical information to analyze possible parking needs (Exhibit I, p.69). Pursuant to COA #17 the Applicant is required to complete a parking study and finalize a TDM plan by August 31, 2022 with the numbers produced by the outdoor use.

The study begins by using the existing data from 93% occupancy in the winter resulting in a peak parking space occupation of 70 spaces. To assume 100% hotel occupancy, the study brings the expected parking spaces utilized to 77 spaces occupied out of 129.

The study uses the following assumptions to gain a perspective on the parking space occupancy estimate:

Versante on the Lawn Occupancy: 72 guests
 Children = 25% of guests: - 18 children
 Hotel guests = 15% of guests: - 8 hotel guests

= Study includes 46 additional adult patrons

46 guests * 1.8 patrons per vehicle: 26 vehicles
 Buffer of 5 vehicles waiting for seating: + 5 vehicles
 Versante on the Lawn employees (6): + 6 vehicles
 Base parking needs 100% occupancy: + 77 vehicles

= Study proposes a need of 114 parking spaces

As Versante on the Lawn has taken place for two years now, in addition to the parking study, and the accessibility of a bus stop located in front of the property, the Peaks Hotel has pursued several options to incentivize non-automobile forms of travel such as:

- Purchasing bus ads for their program to provide a 20% discount to those who

- bike or ride the bus to Versante on the Lawn.
- Providing 2 bike racks for guests riding their bikes.
- Adding a reflective walking path across the parking lot to increase pedestrian circulation and safety.

In addition the applicant has agreed to uphold several conditions to support the Transpiration Demand Management Plan including:

- Hotel contracts with parking information for guests to park underground and requirements for events held at the hotel (Exhibit M)
- A towing contract
- Painting the curb red along Jupiter View Drive with no-parking signage on their private side of the road
- KPCW ad three times a week, informing future guests of public transit and active transportation opportunities to Versante with a discount on food incentive for 20% off food
- An updated parking review including statistical numbers for Versante on the lawn (Exhibit I).

The Applicant has also agreed to stipulations outlined in LMC [§15-3-9](#) including adding two bike racks providing 36 space for bikes in a convenient, highly visible area. The bicycle racks or lockers must be anchored and be of solid construction, resistant to rust, corrosion, hammers and saws.

Staff finds that the parking impacts can be mitigated to support the Versante on the Lawn outdoor use. This recommendation is forwarded with COA #17 that requires a study be completed with updated data by August 31, 2022 and a finalized TDM for the Peaks Hotel.

Conditions of Approval #11 and #16 are put in place to give the Planning Director authority to modify the operations or add additional restrictions and conditions of approval to mitigate community impacts.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application and did not find any issues.

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on April 27, 2022. Staff mailed courtesy notice to property owners within 300 feet on April 27, 2022. The *Park Record* published notice on April 27, 2022. LMC [§ 15-1-21](#).

After the May 11, 2022 meeting the item was continued to a date certain of May 25, 2022, and continued again to a date certain of June 8, 2022. The property was re-posted, on the front and rear of the hotel on May 25, 2022.

On June 8, 2022, a Public Hearing was held, and the item was continued to a date

certain on June 15, 2022. The property was re-posted on June 9, 2022.

Public Input

Public comment was presented at the May 11, 2022 Planning Commission meeting, representing the Parkview Condominium's HOA. The condos reside directly east of the Peaks hotel and were not in favor of the tent or parking reduction CUP. Since the meeting additional public comment has been submitted to the Planning Department and is available in Exhibit P. Additional Public comment has since been sent to the Planning Department in favor of Versante on the Lawn and can be found in Exhibit P.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for a Temporary Structure;
- The Planning Commission may approve the Conditional Use Permit for a Temporary Structure and reduce parking requirements for the Administrative Conditional Use Permit conditioned on approval by the Planning Director;
- The Planning Commission may deny the Conditional Use Permit for a Temporary Structure and direct staff to make Findings for the denial; or
- The Planning Commission may deny the Conditional Use Permit for a Temporary Structure and deny the reduced parking requirements for the Administrative Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Action Letter

Exhibit B: Project Description and Plans

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Planning Department

June 15, 2022

Stephanie Samuels
Peaks Hotel
2346 Park Avenue
Park City, UT 84060

CC: Stephanie Samuels

NOTICE OF ACTION

Description

Address: 2346 Park Avenue

Zoning District: Residential Development Medium Density (RDM)

Application: Conditional Use Permit (CUP) for a Temporary Structure (Tent) to be located onsite for a duration longer two (2) weeks at a time and 5 times a year and reduction of parking pursuant to Land Management Code Section 15-3-7.

Project Number: PL-22-05132

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 15, 2022

Project Summary: On June 15, 2022, the Planning Commission approved your Conditional Use Permit for a Temporary Structure (tent) to be installed at the Peaks Hotel for a maximum of 12 tent installations per year for a maximum of 5 days for each installation. Each tent installation will require a fire permit and this approval requires a one-year review, including public notice to property owners within 300 feet. The Planning Commission also approved a reduction to parking pursuant to Land Management Code Section 15-3-7.

Action Taken

On June 15, 2022, the Planning Commission conducted a public hearing and approved



Planning Department

the Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. On March 1, 2022, the Peaks Hotel submitted a Complete application of a Conditional Use Permit (CUP) for a 20' x 40' Temporary Structure (tent) in the rear section of the courtyard and for a parking reduction for Outdoor Dining and Outdoor Events.
2. The Peaks Hotel was constructed in 1985.
3. The Peaks Hotel is located on Lot 1 of the Parkview Subdivision.
4. The hotel contains 127 hotel rooms, 129 parking spots, and Versante restaurant on approximately 60,000 square feet (1.3 acres)
5. The Applicant is concurrently proposing an Administrative Conditional Use Permit to allow Outdoor Dining and Outdoor Events on the nearby lawn that requires a parking reduction.
6. The Site is located in the Residential Development – Medium Density (RDM) Zoning District. The proposed CUP Temporary Improvement is a Conditional Use in the Zone.
7. The proposed Tent complies with RDM setbacks.
8. The Site is within the Frontage Protection Zone (FPZ). The Tent location is proposed more than 30' from S.R. 224, Park Avenue and is shielded by the hotel.
9. The Size and Location proposed for the temporary structure is appropriately placed.
10. The tent will be utilized by guests already at the hotel so it will not require mitigation as traffic will not be affected. Events held under the tent will be for hotel guests only, no admission or advertising to the general public is allowed.
11. No water hookups are proposed.
12. The existing emergency vehicle access will remain in the parking lot located to the North of the hotel and is sufficient to reach the tent.
13. The Tent location will not affect internal vehicular or pedestrian circulation.
14. The tent location is proposed to be located in the rear interior courtyard, screened on 3 sides by the hotel.
15. The tent is appropriately sized for its location on site.
16. The tent will be placed on an existing, flat, concrete pad.
17. There are no signs or exterior lighting proposed with this project.



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18. The compatibility of the tent is temporary in nature, the tent usage and compatibility with the neighborhood is mitigated through the Conditions of Approval #1 and #18.
19. A heater in the wintertime is the only mechanical equipment proposed in the wintertime, none will be proposed in the summer.
20. Delivery and service vehicles will not be affected by the tent and will operate as normal.
21. The Peaks Hotel is located in the Park Meadows Neighborhood.
22. The LMC requires 168.2 parking spaces for the Peaks Hotel Uses including a hotel, Restaurant, and Tent.
23. The LMC requires 176.2 parking spaces for the Peaks Hotel Uses including a hotel, Restaurant, Tent, and Outdoor Uses.
24. The Applicant completed a study utilizing statistical data that indicated a total parking requirement of all uses proposed on site to be 114 parking spaces.
25. The Applicant is proposing a reduction of 47.2 parking spaces to support the proposed activities of all the uses on site.
26. LMC § 15-3-7 states the Planning Commission may reduce parking requirements.
27. The Applicant completed a parking study identifying that the on-site parking lots held an average of 50% capacity at peak season (hotel capacity at a maximum of 97% during study).
28. Staff finds the temporary tent as modified by new conditions of approval will not increase the parking needs for the Peaks Hotel.
29. The Development Review Committee reviewed this application and did not identify any issues.
30. Staff posted notice on the Utah Public Notice website and posted to the property May 25, 2022.
31. The Park Record published notice on April 27, 2022.
32. The applicant amended their proposal on May 25, 2022 to include a maximum of 12 tent options a year with a maximum of five days per tent request with issuance of a fire permit per each use with a one year review on impact mitigation.
33. On June 8, 2022 the Planning Commission conducted a public hearing and continued the application to June 15, 2022.
34. On June 9, 2022 staff posted notice to the property.]
35. Staff mailed courtesy notice to property owners within 300 feet on April 27, 2022.



Planning Department

Conclusions of Law

1. The Application, as conditioned, is consistent with LMC § 15-1-10 Conditional Use Review Process, LMC § 15-2.14 Residential Development Medium Density, and LMC § 15-3-7 Parking in Master Planned Developments and Conditional Use Permits.
2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. The Temporary Structure (Tent) within the rear courtyard shall be installed for a maximum of 12 times per year for a maximum of 5 days per installation. Each tent installation will require a fire permit. The CUP approval will be reviewed in one years' time to ensure impacts are mitigated, or this approval may be modified or revoked.
2. Each Temporary Structure (Tent) installation will require a permit issued by the Building Department and must be inspected by the Building Department prior to occupancy. The Building Department will inspect the structure, circulation, emergency access, and all other applicable public safety measures.
3. Prior to installing the Temporary Structure (Tent), the Planning Department must sign off on a fire permit and record the date within the CUP application file to track each installation.
4. The proposed project shall be in accordance with all adopted codes, including, but not necessarily limited to the Land Management Code; International Building, Fire and related Codes (including ADA compliance); and any other standards and regulations adopted by the City Engineer.
5. Applicant shall comply with all City, County, and State health and licensing requirements.
6. The Use shall not violate the Summit County Health Code or State Regulations on mass gathering.
7. The Temporary Structure (Tent) shall be secured to the ground with stakes or weights, subject to Building Department review and approval.
8. All exterior lights must conform to the City outdoor lighting code. No outdoor lighting in the tent may be on past 11:00 pm.
9. No exterior advertising signs or lighting are approved with this Conditional Use Permit.
10. Should the Applicant receive a complaint regarding traffic, parking, or noise generated from the Outdoor Use, they shall notify the Park City Planning Director within one business day. The City shall notify the Applicant upon receiving any



Planning Department

Outdoor Use complaint within one business day. Upon the notice of 3 complaints, the Planning Director will review the approval of this Permit. The Planning Director Reserves the right to modify the operations, add additional restrictions and/or Conditions of Approval to mitigate community impacts from the Outdoor Use.

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



Planning Department

parking off site and finally they will continue to run advertising regarding incentives of non-motor vehicle related transit to the site.

21. The Applicant shall add two bike racks providing 36 spaces for bikes in a convenient, highly visible area. The bicycle racks or lockers must be anchored and be of solid construction, resistant to rust, corrosion, hammers and saws.

If you have questions or concerns regarding this Final Action Letter, please call (435) 6115-5059 or email makena.hawley@parkcity.org.

Sincerely,

John Phillips
Planning Commission, Chair

Cc: Makena Hawley, Planner II



P A R K C I T Y

2346 Park Ave
Park City, UT 84060

C.U.P TENT USE
5.23.22

The Peaks Hotel is requesting a permit in the summer to shade our hotel guests in the courtyard space. Permit with 12 tenting options a year with a maximum of 5 days per tent request. We will reach out to the city for a fire permit that must be issued for each use. A one year review upon approval.

Our comp set of hotels in the vicinity have large meeting rooms for guest use. Our sales team utilizes the covered space in the courtyard as a sales tool to capture business and fill rooms.

The Peaks is a “wedding block” hotel. We are set at a price point for many bride/grooms planning their weddings in Park City. While their ceremony may take place and the various venues across town we are chosen for the out of town guests to stay. We currently have 55 wedding blocks on the books this summer. Part of the Sales team securing this business is the use of the courtyard and tent space for their rehearsal dinners and welcome parties.

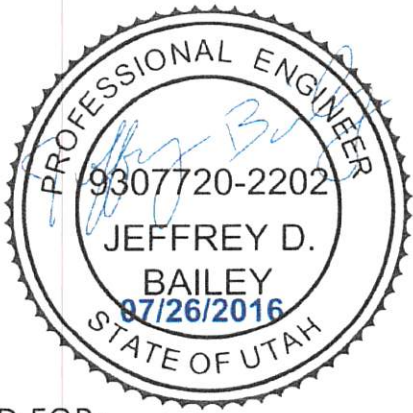
All activity in our courtyard area is over by 9:45pm and our hotel quiet hours start sharply at 10pm. Signage is located around property and PM security ensures the space is vacant in a timely manner.

Stephanie Samuels
Hotel General Manager
2346 Park Ave
Park City, UT 84060
stephanie@parkcitypeaks.com



STRUCTURAL CALCULATIONS

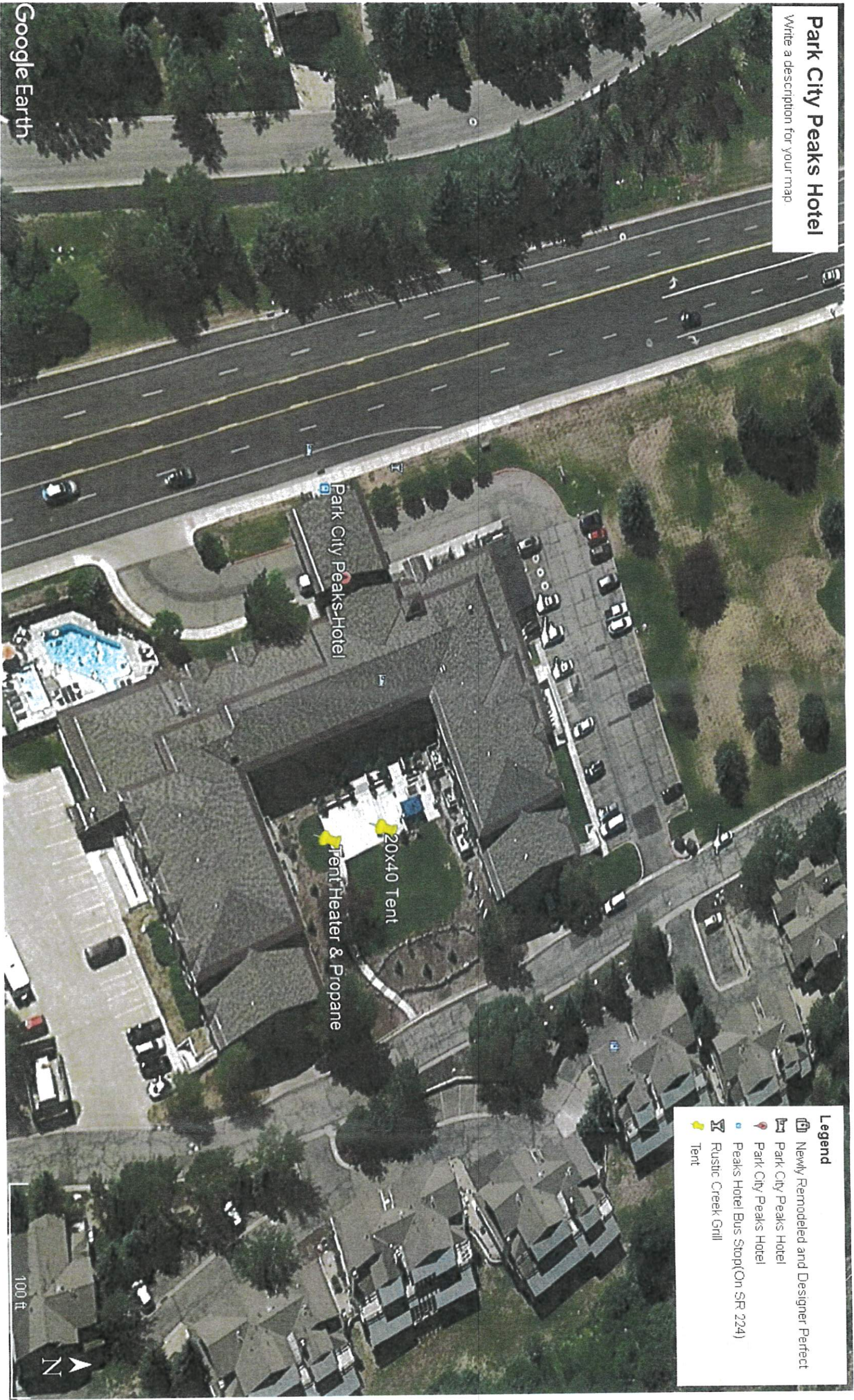
20' Wide Traditional Tent Under Lateral Force



PREPARED FOR:

All Out Tent & Event Rental
Louis Boss

July 26, 2016





NOTES
1. ALL WALL MEASUREMENTS ARE MEASURED TO THE CENTER LINE OF CONCRETE OR CHU PORTION OF WALL (EXCLUDING VENEER/FINISH).

NORTH

SCALE: 1" = 10' on 24"x36" Sheet

THE USER HEREBY RELEASES AND AGREES TO HOLD THE COMPANY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE COMPANY IN CONNECTION WITH THE USER'S USE OF THE SERVICE, INCLUDING THE USER'S NEGLIGENCE OR ACTIVE OR PASSIVE MISREPRESENTATION OF FACTS, AND THE USER'S FAILURE TO DISCLOSE ANY INFORMATION THAT MAY BE MATERIAL TO THE COMPANY'S BUSINESS. THE USER'S USE OF THE SERVICE SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

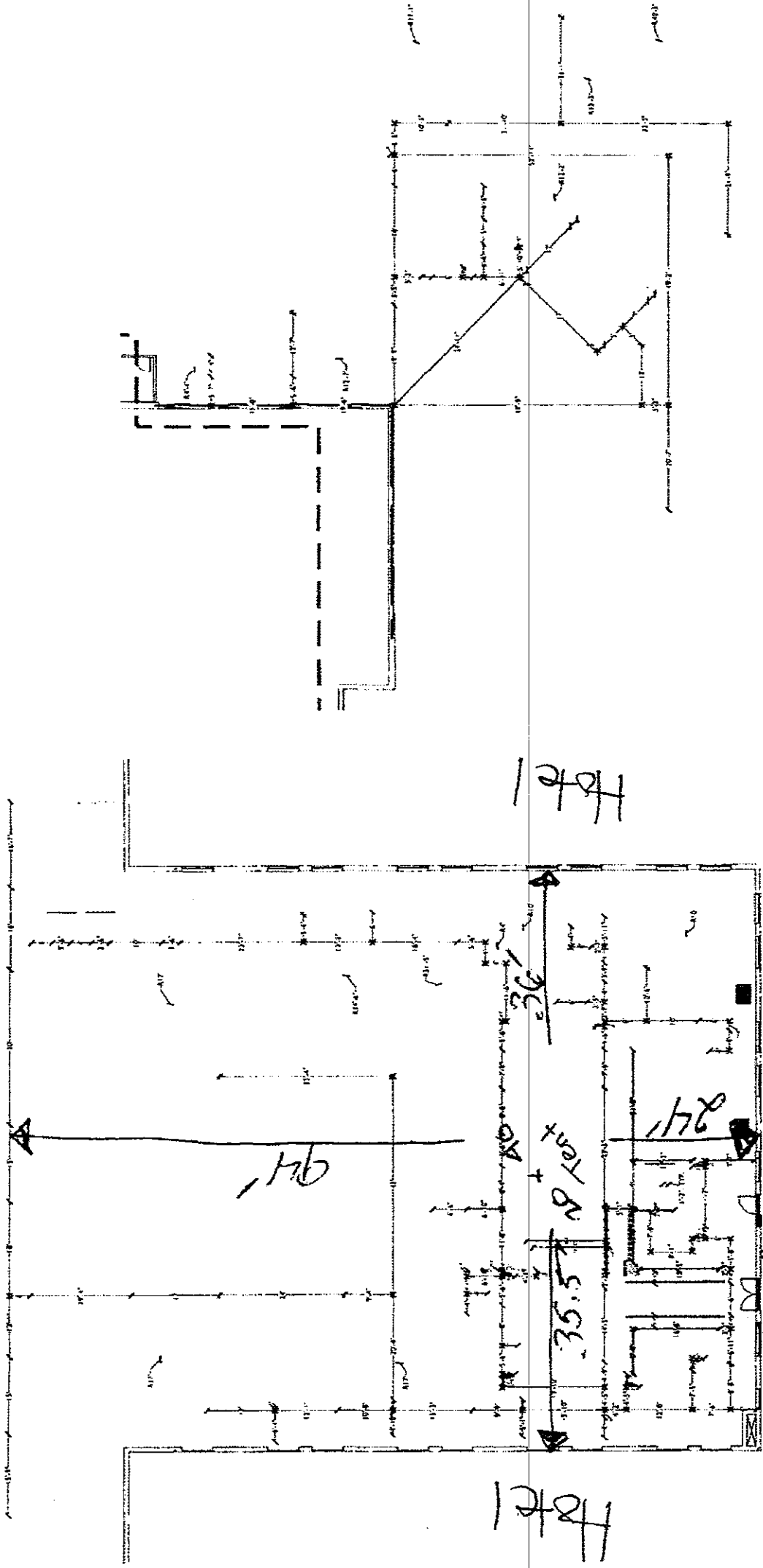
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DIMENSION PLAN

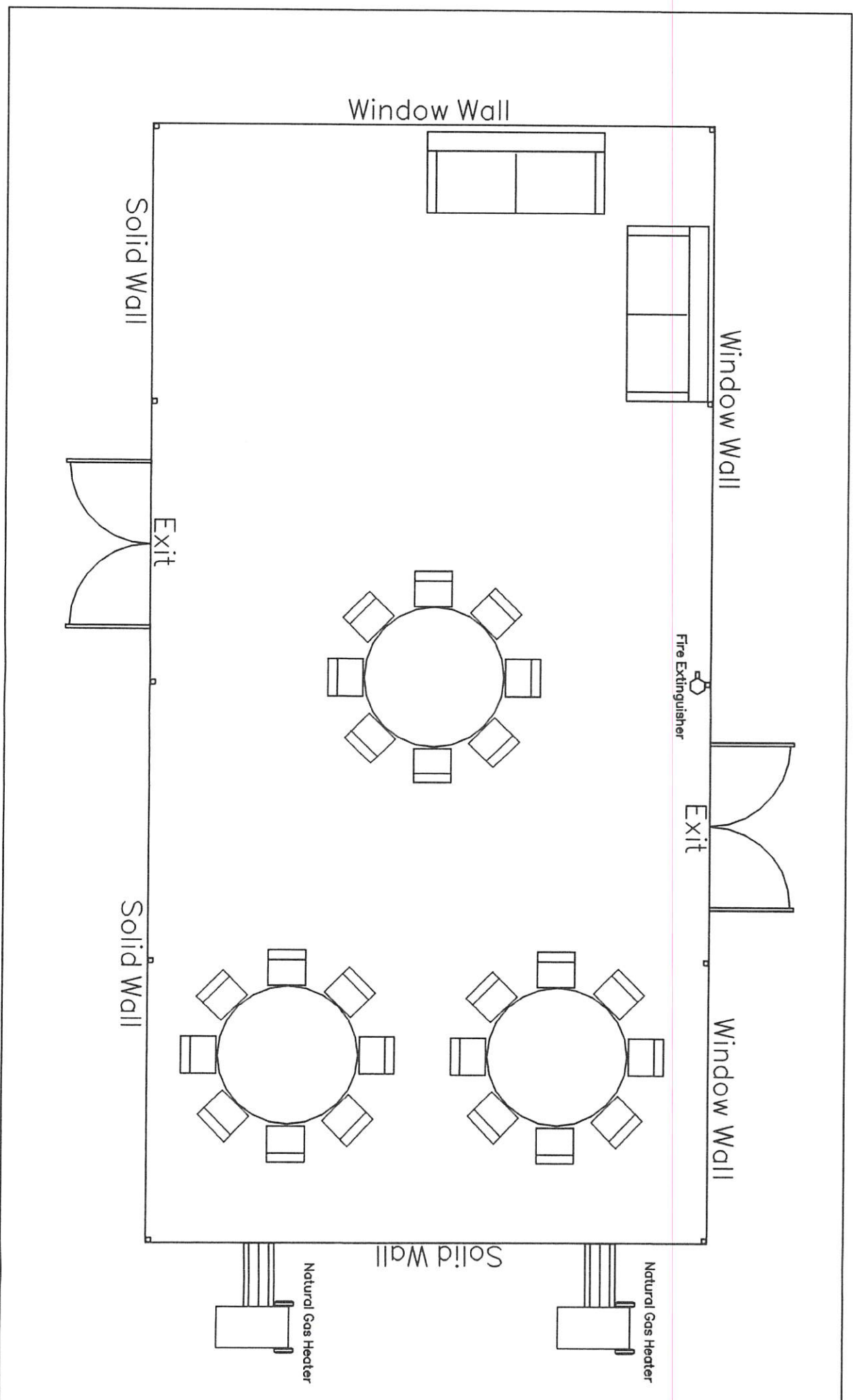


POOL AREA (PHASE II)

BACK COURTYARD (PHASE I)



Park City Peaks Hotel
2346 Park Avenue
Park City, UT
20' x 40' Tent



NOTE: ANY FUTURE SUBDIVISION OF LOT 2 WHICH IS SUBJECT TO PARK CITY APPROVAL SHALL REQUIRE ONLY THE CONSENT OF THE OWNERS OF LOT 2 AND FILING OF A PLAT AFFECTING LOT 2.

BOUNDARY DESCRIPTION

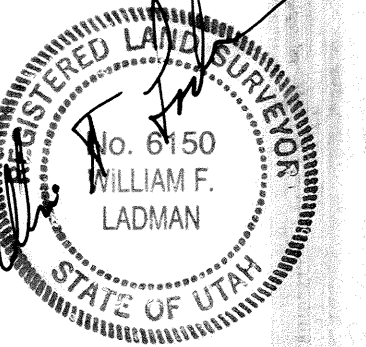
Beginning at a point which is South 0° 16' 20" West 49.50 feet along a section line and West 573.84 feet from the Northeast Corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 1407.05 foot radius curve to the right (center bears South 68° 35' 06" West 1407.50 feet of which the central angle is 7° 12' 14"); thence southeasterly along the arc of said curve 176.97 feet; thence South 14° 12' 40" East 631.40 feet to the northerly boundary of the Windrift Condominiums as recorded; thence South 68° 44' 00" West along said northerly boundary 215.23 feet; thence South 21° 16' 00" East along the westerly boundary of said Windrift Condominiums 100.77 feet to the northerly right-of-way line of Saddle View Way; thence South 68° 44' 00" West along said northerly right-of-way line 50.00 feet; thence North 21° 16' 00" West 378.81 feet; thence South 68° 44' 00" West 235.00 feet to the easterly right-of-way line of State Highway U-224; thence North 21° 16' 00" West along said easterly right-of-way line 700.49 feet to the southerly right-of-way line of the Holiday Ranch Loop Road, as dedicated, thence due East along said southerly right-of-way line 189.53 feet to a point on a 909.60 foot radius curve to the left (center bears due North 909.60 feet of which the central angle is 13° 30' 00"); thence easterly along the arc of said curve and southerly right-of-way line 214.32 feet to a point on a 900.00 foot radius reverse curve to the right (center bears South 13° 30' 00" East 900.00 feet of which the central angle is 13° 30' 00"); thence easterly along the arc of said curve and southerly right-of-way line 212.06 feet to the point of beginning. Contains 9.8160 acres, more or less.

SURVEYOR'S CERTIFICATE

I, W. Fred Lodman, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 6150 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have made a survey of the tract of land as described and shown on this plat and have subdivided said tract of land into lots and streets, hereafter to be known as Parkview Subdivision and that same has been correctly surveyed and staked on the ground as shown on this plat.

Date 10 Dec 84

W. Fred Lodman, Registered Land Surveyor, No. 6150 Utah



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the herein described tract of land, and hereby causes the same to be divided into two lots, numbered 1 and 2, both inclusive, together with easements as set forth on the attached plat, hereafter to be known as Parkview Subdivision. The existing 40-foot Jupiter View Drive is not dedicated to the public, but shall be for the use of the lot owners, their invitees and guests.

Also, the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over Jupiter View Drive and 10 feet on the easterly side adjoining Jupiter View Drive for the purpose of providing access for utility installation, maintenance, use and eventual replacement.

Executed this 10th day of December 1984.

PARKVIEW DEVELOPMENT CORP., A Utah Corporation

A. Blaine Huntsman Jr., Chairman

Jeffrey J. Jones, Assistant Secretary

ACKNOWLEDGEMENT

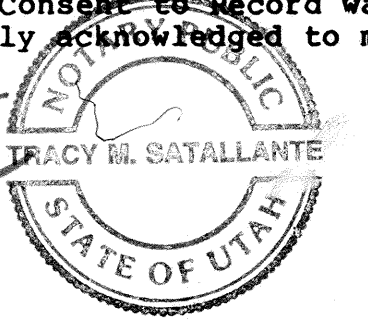
STATE OF UTAH)
COUNTY OF SUMMIT)
On the 10th day of December, 1984, personally appeared before me Jeffrey J. Jones, who, being by me duly sworn, did say that he is the assistant secretary of Parkview Development Corporation, a Utah Corporation and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.



ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT)
On the 10th day of December, 1984, personally appeared before me A. Blaine Huntsman Jr., who, being by me duly sworn, did say that he is the chairman of Parkview Development Corporation, a Utah Corporation and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.

Tracy M. Sattallante, Notary Public, My Commission Expires 5/27/85, Residing at: Salt Lake Co.



PARKVIEW SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B. & M. IN PARK CITY, SUMMIT COUNTY, UTAH.

CITY COMMISSION APPROVAL

PRESENTED TO THE PARK CITY COMMISSIONERS THIS 17 DAY OF December A.D. 1984, AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED
Mayor
ATTEST: CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS TWELFTH DAY OF December A.D. 1984.
Eric W. DeHann, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY CITY PLANNING COMMISSION ON THIS 12th DAY OF December A.D. 1984.
Chairman

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 18 DAY OF December A.D. 1984.
City Attorney

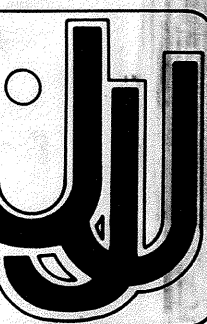
RECORDED

No. 228344 recorded: 12-18-84
STATE OF Utah at 2:30
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Associated Title Co.
\$16.00
Fees
Alan Spriggs
COUNTY RECORDER

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
P.O. Box 1661
Park City, Utah 84060

(801) 649-9811
JOB NO. 1-473-85 G.O.



NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO OBTAIN GROUND ELEVATIONS FOR A CONTOUR MAP PRIOR TO DEVELOPMENT BY THE OWNER.

ELEVATION DATUM IS BASED OFF THE COMMERCIAL RENOVATION OF PEAKS HOTEL SITE PLAN. THIS INFORMATION WAS PROVIDED BY OUR SHARPLY OF CANYON ENGINEERING TO PARK CITY SURVEYING. THIS DATUM IS APPROXIMATELY 4.7' HIGHER THAN NAVD83.

THIS SURVEY MAP WAS GENERATED USING 2 (TWO) FOOT CONTOURS.

EXISTING SURVEY MONUMENTS IN ADJACENT ROADWAYS AND LOTS WERE USED TO REESTABLISH THE PROPERTY CORNERS.

THE BASIS OF BEARINGS IS SHOWN HEREON. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE THE EQUIVALENT OF RECORD, UNLESS NOTED.

EXISTING BUILDING LOCATION IS TO AS-BUILT LOCATION OF BUILDING WALL CORNERS. ACTUAL FOUNDATION LOCATION MAY DIFFER.

RTK GPS AND ROBOTIC TOTAL STATION INSTRUMENTS WERE USED ON THIS SURVEY.

SURVEY COMPLETED: 01-14-2020

ZONING FOR THIS LOT IS RESIDENTIAL DEVELOPMENT - MEDIUM DENSITY (RMD), PER PARK CITY ARC GIS ZONING MAP. ACCESS ON 01-20-2020. URL: <https://parkcitymaps.arcgis.com/home/webmap/viewer.html?webmap=AA328E9C7DF4C8EBE8A542A0D9A03>

THIS SITE IS IN ZONE "X", AN AREA OF MINIMAL FLOOD HAZARD, PER FEMA FLOOD MAP SERVICE. ACCESS ON 01-20-2020. URL: www.fema.gov. FIRM MAP NUMBER 4904300917C. PANEL 817 OF 1022. EFFECTIVE DATE: MARCH 16, 2006.

WHILE THE LEGAL DESCRIPTION FOR THIS PARCEL IS LOT 1 OF PARKVIEW SUBDIVISION, A STRIP OF LAND WAS GRANTED TO ADJUT FOR THE WIDENING OF STATE ROUTE 224. THE CURRENT DAY CONFIGURATION OF THIS BOUNDARY REFLECTS CURRENT DAY INFORMATION.

SEE SAID OFFICIAL PARKVIEW SUBDIVISION PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING DEVELOPMENTS AND BUILDING LOT RESTRICTIONS. NOTE: OTHERS MAY APPLY.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

THIS SURVEY IS IN COMPLIANCE WITH THE GENERALLY ACCEPTED STANDARDS OF CARE AND STANDARDS OF ACCURACY FOR THIS TYPE OF SURVEY IN THIS LOCALITY.

NOTE:

ANY VISIBLE UTILITIES OR IMPROVEMENTS ARE SHOWN HEREON. HOWEVER IT IS POSSIBLE THAT SOME NATURAL FEATURES, UTILITIES AND IMPROVEMENTS MAY HAVE BEEN OBSERVED.

LEGAL DESCRIPTION

LOT 1, PARKVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 88.55 FEET AND WEST 855.79 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 21°16'00" EAST 544.72 FEET TO A POINT ON A 230 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 87°14'46" WEST 230 FEET OF WHICH THE CENTRAL ANGLE IS 6°03'37"), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 24.33 FEET TO A POINT ON A 190 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 81°08'09" EAST 190 FEET OF WHICH THE CENTRAL ANGLE IS 8°14'35"), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 27.34 FEET; THENCE SOUTH 68°44'00" WEST 288.70 FEET; THENCE NORTH 21°16'00" WEST 700.49 FEET; THENCE EAST 189.53 FEET TO A POINT ON A 909.60 FOOT CURVE TO THE LEFT (CENTER BEARS NORTH 0°00'00" EAST 909.60 FEET OF WHICH THE CENTRAL ANGLE IS 8°54'02"), THENCE EASTERLY ALONG THE ARC OF SAID CURVE 141.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO WIT:

A PARCEL OF LAND FOR THE WIDENING OF STATE ROUTE 224 KNOWN AS PROJECT NO. 060, BEING PART OF AN ENTIRE TRACT OF PROPERTY CONSISTING OF LOT 1, PARKVIEW SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 21°16'00" WEST 700.49 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 67.60 FEET; THENCE SOUTH 34°24'00" WEST 48.38 FEET TO A POINT 55 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT; THENCE SOUTH 21°12' EAST 648.68 FEET ALONG A LINE PARALLEL TO SAID CENTERLINE, TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 68°44'00" WEST 22.29 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

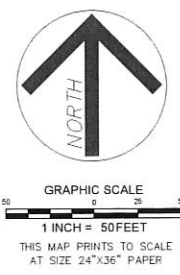
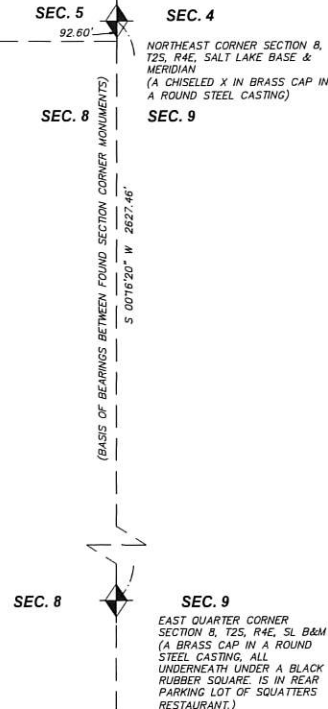
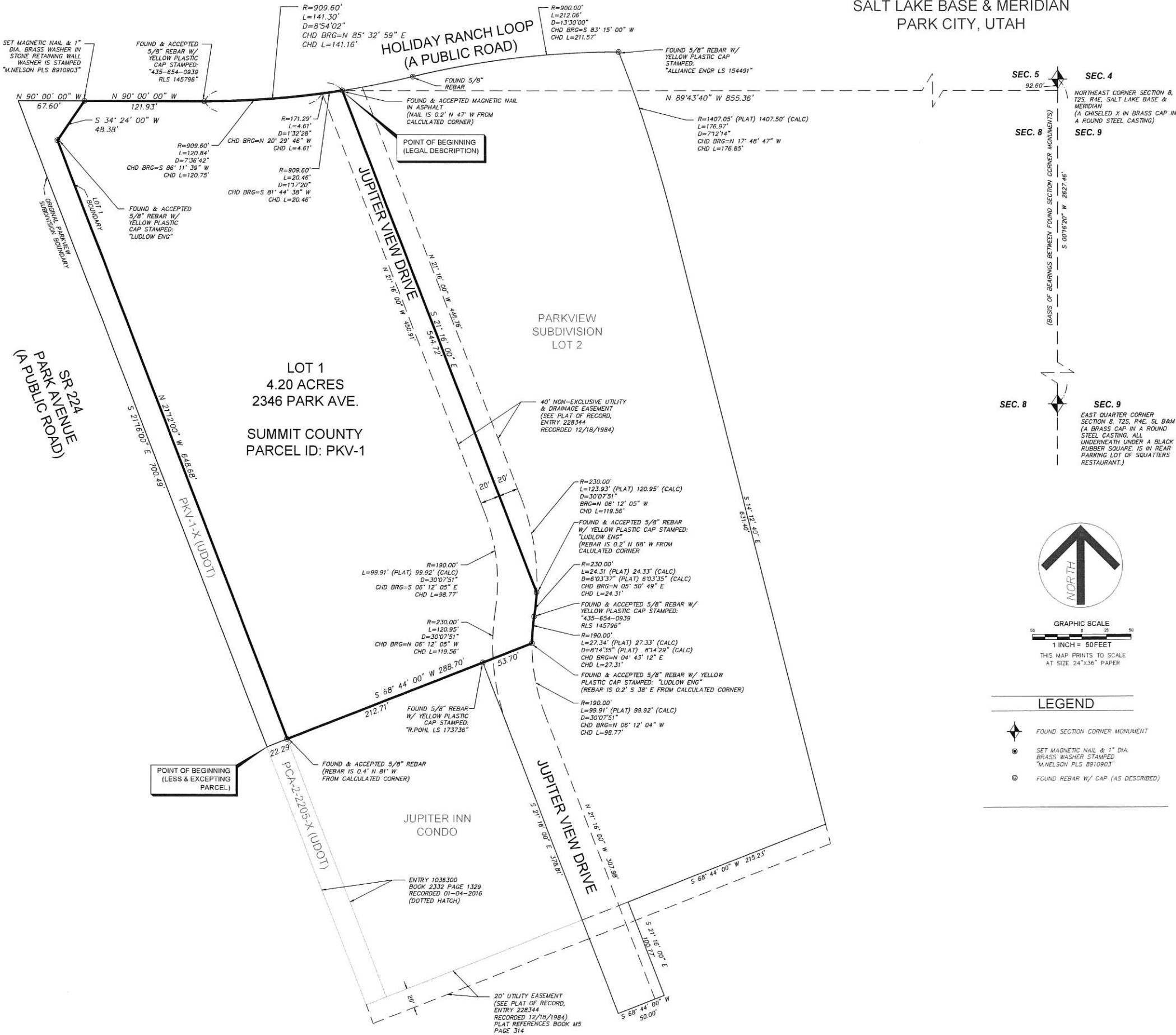
SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



RECORD OF SURVEY & AS-BUILT MAP

LOT 1 OF THE PARKVIEW SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, UTAH



LEGEND

- FOUND SECTION CORNER MONUMENT
- SET MAGNETIC NAIL & 1" DIA. BRASS WASHER STAMPED "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)

RECORD OF SURVEY & AS-BUILT MAP

LOT 1
PARKVIEW SUBDIVISION

FOR: DAMON NAVARRO

Park City
Surveying

THIS DRAWING SHALL REMAIN THE PROPERTY OF PARK CITY SURVEYING. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THIS MAP HAS BEEN PREPARED.

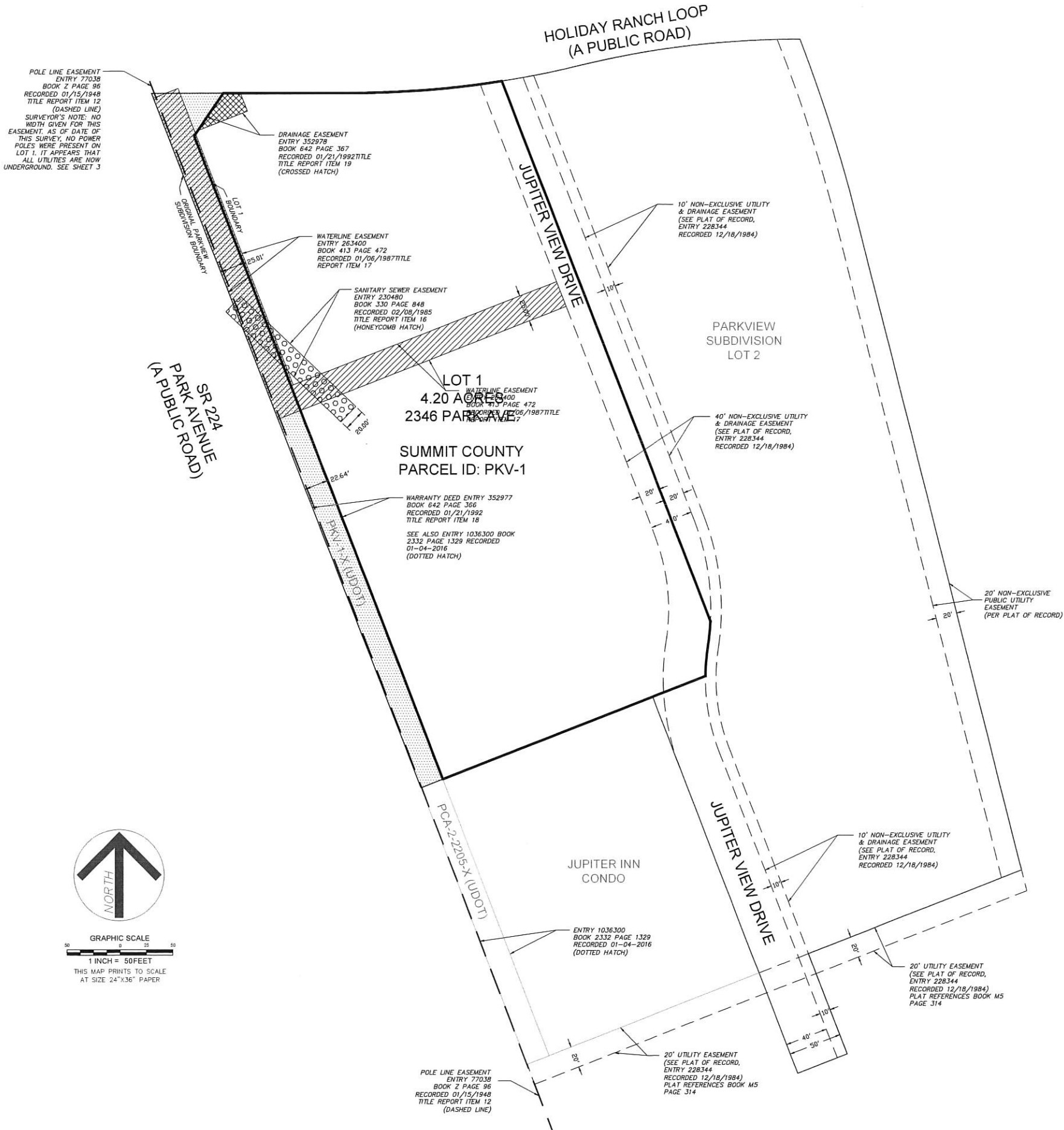
SURVEYED BY:
KR/GB
DRAFTED BY:
KR/MN
CHECKED BY:
MN
DATE:
JANUARY 29, 2020

DWG: PARKVIEW 1 ROS-ASB.dwg

WWW.PARKCITYSURVEYING.COM

RECORD OF SURVEY & AS-BUILT MAP

LOT 1 OF THE PARKVIEW SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, UTAH



TITLE REPORT DETAILS

TITLE REPORT VIA PARK CITY TITLE COMPANY
FILE NO. 31527
EFFECTIVE DATE: OCTOBER 29, 2019 AT 7:55 A.M.

9. This property is within the Snyderville Basin Sewer Improvement District and the Park City Water Service District, and is subject to the charges and assessments thereof.

10. Excepting all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

11. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

12. Pole Line Easement in favor of Utah Power & Light Company for a perpetual easement and right-of-way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee and no guy anchors and 5 poles, with the necessary guys, stubs, crossarms and other attachments thereon, and recorded January 15, 1948 as Entry No. 77038 in Book 2 at page 96, records of Summit County, Utah.

13. Subject to those items as disclosed on the plat recorded for Parkview Subdivision December 18, 1984 as Entry No. 228344, records of Summit County, Utah.

14. Declaration of Easements and Covenants for Parkview Subdivision recorded December 18, 1984 as Entry No. 228345 in Book 323 at page 844, records of Summit County, Utah.

15. Reserving all ores and minerals situated in, upon or under the subject property, as reserved in that certain Special Warranty Deed recorded December 18, 1984 as Entry No. 228346 in Book 323 at page 850, records of Summit County, Utah.

Letter recorded December 18, 1984 as Entry No. 228350 in Book 324 at page 27, records of Summit County, Utah, regarding access to mineral rights reserved above.

16. Grant of Easement in favor of Snyderville Basin Sewer Improvement District for the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes including all necessary fixtures under, across and upon a described portion of the subject property, and recorded February 8, 1985 as Entry No. 230480 in Book 330 at page 848, records of Summit County, Utah.

17. Grant of Easement in favor of Park City Municipal Corporation for the right, privilege and authority to construct, operate, replace, repair and maintain water main pipes including all necessary fixtures under, across and upon a described portion of the subject property, and recorded January 6, 1987 as Entry No. 263400 at page 413 at page 472, records of Summit County, Utah.

18. Any surrender of abutters rights as shown in that certain Warranty Deed in favor of Utah Department of Transportation recorded January 21, 1992 as Entry No. 352977 in Book 642 at page 366, records of Summit County, Utah.

19. Easement in favor of Utah Department of Transportation for a perpetual easement upon a portion of the subject property for the purpose of constructing and maintaining thereon a drainage facility and appurtenant parts thereof incident to, and recorded January 21, 1992 as Entry No. 352978 in Book 642 at page 367, records of Summit County, Utah.

20. Easement Agreement regarding a private road recorded July 28, 1998 as Entry No. 513562 in Book 1168 at page 348, records of Summit County, Utah.

21. Those matters as disclosed by the ALTA/ACSM survey performed by Ludlow Engineering February 12, 2015 - not recorded in the Summit County Recorder's Office.

22. A Deed of Trust, Security Agreement and Fixture Filing, dated January 1, 2016, executed by PEAKS PARK CITY LLC, a Delaware limited partnership, as Trustor, and PARK CITY TITLE COMPANY, as Trustee, to THAYNES CAPITAL ADVISORS LLC, as Beneficiary, to secure the payment of \$5,500,000.00 and interest, and recorded January 4, 2016 as Entry No. 1036300, in Book 2332 at Page 1329, records of Summit County, Utah.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



MARTINA NELSON
P.L.S. 8910903

RECORD OF SURVEY & AS-BUILT MAP

LOT 1

PARKVIEW SUBDIVISION

FOR: DAMON NAVARRO

DWG: PARKVIEW 1 ROS-ASB.dwg



July 31, 2020

Stephanie Samuels
Peaks Hotel
2346 Park Avenue
Park City, UT 84060

NOTICE OF PLANNING DEPARTMENT ACTION

<u>Application #</u>	PL-20-04570
<u>Address</u>	2346 Park Avenue
<u>Description</u>	Administrative Conditional Use Permit (Admin CUP) for an Outdoor Event and Temporary Improvement
<u>Action Taken</u>	Approved
<u>Date of Action</u>	July 31, 2020

On July 31, 2020, the Park City Planning Department Staff made an official determination of approval of your Administrative Conditional Use Permit for a Temporary Improvements and Outdoor Event (Versante on the Lawn) beginning on August 3, 2020 and ending on September 20, 2020.

Findings of Fact:

1. This Site is within the Residential Development – Medium Density (RDM) Zoning District. The proposed Admin CUP Temporary Improvements and Outdoor Event details are not within Setback Areas for this Zone.
2. This Site is within the Frontage Protection Zone (FPZ), but as this is a Temporary Use the restrictions in this section do not apply. The Temporary Structures are more than 30' from the nearest highway Right-of-Way. The Temporary fencing is wooden rail fencing.
3. The City Special Events Department issued a Special Event Permit (Level 3) for this activity (see Exhibit C for event details – staff is reviewing and making a final determination for this Admin CUP based on the information in Exhibits A through C). That Permit states the event will be Friday through Sunday, 3:00 P.M. to 8:00 P.M. June 27 through September 7, 2020 and Monday through Thursday, 4:00 P.M. to 8:00 P.M. June 27 through August 2, 2020. The Applicant is requesting to continue this activity through September 20, 2020. This Admin CUP has been requested due to economic impacts of the COVID-19 pandemic, which has been taken into consideration for review of this Permit.
4. The Event series activity will be held on the lawn Area of the Park City Peaks Hotel property, located at 2346 Park Avenue. Outdoor Event and Temporary Structure details include:
 - a. Expected attendance of up to 100 a maximum of people.

- b. 5 Tents for shade, up to 3 vendor Tents, 25 tables with umbrellas, and a perimeter fence. All Structures are Temporary. The Tents are 10' x 10' each.
 - c. Saturday and Sunday from 5:00 P.M. to 8:00 P.M. one acoustic musician will play music.
- 5. The Peaks Hotel has 133 parking spaces available. Event attendance is projected to be mainly from onsite hotel or restaurant guests. All parking will take place onsite.
- 6. The Event Area, as measured by the Applicant, is 113' 7" from Park Avenue, 59' 5" from Holiday Ranch Loop Road, and 78' 10" from Jupiter View Drive.
- 7. This Event dates exceed the 14 day maximum requirement of

Conclusions of Law:

- 1. The Application Permit, as conditioned, is consistent with LMC 15-1-10 Conditional Use Review Process, LMC 15-2.14-2 Uses, LMC 15-2.14-3 Lot and Site Requirements, LMC 15-2.14-9 Outdoor Events and Music, and LMC 15-4-16 Temporary Structures, Tents, and Vendors.
- 2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
- 3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

- 1. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code; International Building, Fire and related Codes (including ADA compliance); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
- 2. Applicant shall comply with any City, County, and State health and licensing requirements. The Use shall not violate the Summit County Health Code or State Regulations on mass gathering.
- 3. Applicant is responsible for obtaining any City permits that apply to the scope of work for this Permit.
- 4. Applicant shall not exceed the hours of operation listed in Finding of Fact 3.
- 5. No exterior advertising signs or lighting are approved with this Administrative Conditional Use Permit.
- 6. Applicant shall apply for a fire permit from the Building Department for the propane cooking appliance. The Applicant may only use this device upon That Permit's approval from the City.
- 7. Should the Applicant receive a complaint regarding traffic, parking, or noise generated from the Event, they shall be required to notify Park City, and the City will notify the Applicant upon receiving any complaint. Upon the notice of 3 such complaints, the Planning Director will review the approval of this Permit. The Planning Director Reserves the right to modify the operations, add additional restrictions and/or Conditions of Approval in order to mitigate community impacts from the event.
- 8. Applicant is responsible for any trash removal from the Site.

9. Use Shall comply with Municipal Code Chapter 6-3 Noise.
10. No amplified music is approved with this Permit. Music is limited from 5:00 P.M. to 9:00 P.M. on Saturdays and Sundays, as stated by the Permit proposal. The applicant will orient any noise inward toward the Event Area, as opposed to facing any street.
11. Any existing vegetation that is impacted by this Admin CUP shall be replaced in-kind.
12. This Permit will expire on September 20, 2020. Applicant shall remove all aspects of the Use from the property by September 21, 2020. Tents shall be secured to the ground with stakes or weights.

If you have any questions regarding your project or the action taken please don't hesitate to contact the project planner at (435) 615-5065 or liz.jackson@parkcity.org.

Sincerely,

Bruce Erickson, AICP
Planning Director

Park City Planning Department, PO Box 1480, Park City, Utah 84060



March 25, 2021

Stephanie Samuels
Peaks Hotel
2346 Park Avenue
Park City, UT 84060

NOTICE OF PLANNING DEPARTMENT ACTION

<u>Application #</u>	PL-21-04764
<u>Address</u>	2346 Park Avenue
<u>Description</u>	Administrative Conditional Use Permit (Admin CUP) for an Outdoor Use and Temporary Improvement
<u>Action Taken</u>	Approved
<u>Date of Action</u>	March 25, 2021

On March 25, 2021, the Park City Planning Department Staff made an official determination of approval of your Administrative Conditional Use Permit for a Temporary Improvements and Outdoor Use (Versante on the Lawn) beginning on June 5, 2021 and ending on September 12, 2021.

Findings of Fact:

1. This Site is within the Residential Development – Medium Density (RDM) Zoning District. The proposed Admin CUP Temporary Improvements and Outdoor Use comply with Setbacks for this Zone.
2. This Site is within the Frontage Protection Zone (FPZ). The Temporary Structures are more than 30' from S.R. 224, Park Avenue. The Temporary fencing is wooden rail fencing.
3. The Outdoor Use is located within the northern lawn Area of the Park City Peaks Hotel property, located at 2346 Park Avenue. Outdoor Use and Temporary Structure details include:
 - a. Outdoor dining Monday – Sunday, 4:00 P.M. – 8:30 P.M.,
 - b. Up to 100 people in the Outdoor Use area,
 - c. Four temporary 10' x 10' weighted tents for shade, eight temporary tables with umbrellas, and a temporary wooden Outdoor Use perimeter fence.
 - d. A temporary food station.
 - e. Two bike racks.
 - f. Outdoor restroom facilities.
 - g. Acoustic music on Friday and Saturday from 6:00 P.M. to 8:00 P.M.
4. The Peaks Hotel has 133 parking spaces available. Event attendance is projected to be mainly from onsite hotel or restaurant guests. All parking shall take place onsite.

5. The Outdoor Use, as measured by the Applicant, is 113' 7" from Park Avenue, 59' 5" from Holiday Ranch Loop Road, and 78' 10" from Jupiter View Drive. The area totals 15,475 square feet.

Conclusions of Law:

1. The Application Permit, as conditioned, is consistent with LMC § 15-1-10 Conditional Use Review Process, LMC § 15-2.14-2 Uses, LMC § 15-2.14-3 Lot and Site Requirements, LMC § 15-2.14-9 Outdoor Events and Music, and LMC § 15-4-16 Temporary Structures, Tents, and Vendors.
2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The proposed project shall be in accordance with all adopted codes, including, but not necessarily limited to the Land Management Code; International Building, Fire and related Codes (including ADA compliance); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of Park City.
2. Applicant shall comply with all City, County, and State health and licensing requirements.
3. The Use shall not violate the Summit County Health Code or State Regulations on mass gathering.
4. Tents shall be secured to the ground with stakes or weights and are subject to Building Department review and approval.
5. Outdoor dining is capped at twelve (12) tables.
6. Applicant is responsible for obtaining any City permits that apply to the scope of work for this Permit.
7. Applicant shall not exceed the hours of operation listed in Finding of Fact 3.
8. No exterior advertising signs or lighting are approved with this Administrative CUP.
9. All exterior lights must conform to the City outdoor lighting code.
10. Applicant shall apply for a fire permit from the Building Department for the propane cooking appliance. The Applicant may only use this device upon Permit approval from the City.
11. Should the Applicant receive a complaint regarding traffic, parking, or noise generated from the Outdoor Use, they shall notify Park City within one business day. The City shall notify the Applicant upon receiving any Outdoor Use complaint within one business day. Upon the notice of 3 complaints, the Planning Director will review the approval of this Permit. The Planning Director Reserves the right to modify the operations, add additional restrictions and/or Conditions of Approval to mitigate community impacts from the Outdoor Use.
12. Applicant is responsible for all trash removal from the Site.
13. The Outdoor Use shall comply with Municipal Code of Park City Chapter 6-3, *Noise*, which establishes a maximum of 55 dBA from 6:00 A.M. through 10:00 P.M.

14. No amplified music is approved with this Permit. Acoustic music is restricted to 5:00 P.M. to 8:00 P.M. on Fridays and Saturdays, as stated by the Permit proposal. The applicant will orient any music inward toward the Outdoor Use area, as opposed to facing any street.
15. Any existing vegetation that is impacted by this Admin CUP shall be replaced in-kind.
16. The Applicant shall install two bike racks by June 5, 2021, so that cyclists to safely leave their bikes and access Versante on the Lawn. Bike racks must accommodate bike storage medium-security racks, in which both the bicycle frame and the wheels may be locked by the user. The spaces must be designed to prevent damage to the bikes 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.
17. Versante on the Lawn signs must comply with Municipal Code of Park City Title 12, the Sign Code. A separate sign permit shall be required.
18. The Applicant shall secure a State Department of Alcoholic Beverage Control license to serve liquor in the outdoor area and shall comply with State law.
19. The Applicant shall obtain a Business License for outdoor food sold through Point of Sale that is not Versante's Point of Sale.
20. The temporary food station shall be located on gravel or a concrete pad and shall not encroach into any parking spaces.
21. This Permit will expire on September 12, 2021. Applicant shall remove all aspects of the Use from the property by September 13, 2021.
22. No artist vendors are allowed as part of this Administrative CUP.
23. No on-street parking is permitted on Jupiter View Drive, S.R. 224 (Park Avenue), or in the nearby residential areas. The Applicant shall manage parking to ensure that parking for Versante on the Lawn remains on site. If parking cannot be accommodated on site, the Applicant shall cap the guests allowed until on-site parking becomes available.
24. If the Applicant cannot maintain parking for uses on site, including hotel, restaurant, and outdoor uses within the existing 133 parking spaces, the Planning Department will provide notice to the Applicant and they may be required to reduce attendance of the event, terminate programming, or create additional mitigation strategies to stay within parking spaces on site. If the Outdoor Use parking exceeds on-site parking, the Planning Director reserves the right to terminate this Administrative CUP.

If you have any questions regarding this approval, please contact the project planner at (435) 615-5067 or aiden.lillie@parkcity.org.

Sincerely,



Gretchen Millikin,
Planning Director



October 19, 2020

Stephanie Samuels
Peaks Hotel
2346 Park Avenue
Park City, UT 84060
CC: Jonathan DeGray

NOTICE OF PLANNING DEPARTMENT ACTION

<u>Application #</u>	PL-20-04657
<u>Address</u>	2346 Park Avenue
<u>Description</u>	Administrative Permit for Enclosing the existing Outdoor Dining Area within the Frontage Protection Zone (FPZ)
<u>Action Taken</u>	Approved
<u>Date of Action</u>	October 19, 2020

On October 19, 2020, the Park City Planning Department Staff made an official determination of approval of your Administrative Permit.

Findings of Fact:

1. This Site is within the Residential Development – Medium Density (RDM) Zoning District.
 - a. The proposed enclosure is not within Setback Areas for either Zone.
 - b. The RDM Zone height is a maximum of twenty eight feet (28') from Existing Grade. The tallest wall top plate is nine feet (9') in height.
 - c. A Restaurant Use is listed as a Conditional Use for the Zone, but is Allowed as a secondary or support Use to the primary Development. Park City Peaks Hotel is the primary Development regarding this Restaurant.
2. This Site is within the Frontage Protection Zone (FPZ), per the Park City GIS Zoning map, and per Land Management Code (LMC) 15-2.20-3, except as otherwise provided herein, no Structure shall be allowed within thirty feet (30') of the nearest highway Right-of-Way. This Structure is fifty two feet (52') as measured from Park Avenue (Highway 224).
3. The deck/pergola Area was approved via Building Permits 6967-92 and BD-16-22788.
4. Per LMC 15-2.20-4(C), Minor remodels and facade improvements for existing Structures within the FPZ, including free standing signs shall require an Administrative Permit with approval by the Planning, Engineering, and Building Departments. These Departments have reviewed the proposed plans and do not have concerns with the proposal at this time. The Planning Director has determined that as the proposal will

- be enclosing, and not expanding, the already existing Outdoor Dining Area, this project is considered a façade improvement.
5. This Permit has been requested due to economic impacts of the COVID-19 pandemic, which has been taken into consideration for review of this Permit.
 6. The Applicant has confirmed that as this will be enclosing the already existing Outdoor Dining Area, and utilizing the existing pergola Structure and the existing footprint. Occupancy and occupant load will not change, as confirmed by the Applicant.
 7. The Peaks Hotel has 133 parking spaces available. All parking will take place onsite.
 8. A virtual public hearing was held for this project on October 16, 2020. No public comments were submitted for this Permit. Discussion at this hearing was taken into consideration for this Final Action.
 9. The Applicant has submitted a letter of support from the Parkview Homeowner's Association (HOA) for this proposal. See Exhibit B.

Conclusions of Law:

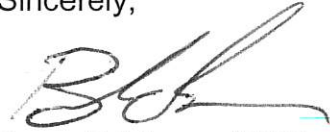
1. The Application Permit, as conditioned, is consistent with LMC 15-2.14-2 Uses, LMC 15-2.14-3 Lot and Site Requirements, and LMC 15-2.20.
2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code; International Building, Fire and related Codes (including ADA compliance); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
2. Applicant shall comply with any City, County, and State health and licensing requirements. The Use shall not violate the Summit County Health Code or State Regulations on mass gathering.
3. Applicant is responsible for obtaining any City permits that apply to the scope of work for this Permit.
4. No exterior advertising signs are approved with this Administrative Permit.
5. Should the Applicant receive a complaint regarding traffic or excess parking generated from the Use, they shall be required to notify Park City, and the City will notify the Applicant upon receiving any complaint. Upon the notice of 3 such complaints, the Planning Director will review the approval of this Permit. The Planning Director Reserves the right to modify the operations and/or add additional restrictions and/or Conditions of Approval in order to mitigate community impacts from the Use.
6. Any existing vegetation that is impacted by this Admin CUP shall be replaced in-kind.
7. Any exterior lighting shall be down-directed and shielded, per LMC 15-5-5(J).

If you have any questions regarding your project or the action taken please don't hesitate to contact the project planner at (435) 615-5065 or liz.jackson@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'BE', is positioned above a horizontal line.

Bruce Erickson, AICP
Planning Director

Exhibit A – Project Proposal and Plans
Exhibit B – Parkview HOA Letter

Exhibit C



SPECIAL EVENT PERMIT

Type of Permit: Level 3
Event Name: Versante on the Lawn
Event Date(s): Saturday through Sunday, June 27 through August 2, 2020
Event Time(s): Friday through Sunday, 3:00 p.m. – 8:00 p.m.
Monday through Thursday, 4:00 p.m. – 8:00 p.m.
Event Location: Park City Peaks Hotel
Permittee: Park City Peaks Hotel, Versante
Contact Person: Richard Samaniego,
Richard@parkcitypeaks.com 435-659-7503
Approved By: X Special Events Department
Approval Date: Friday, June 26, 2020

The Special Events Coordinator has approved a Level Three Special Event Permit for the Versante on the Lawn event to be held at the Park City Peaks Hotel during the following days and times: Friday through Sunday, 3:00 p.m. to 8:00 p.m. June 27 through September 7, 2020 and Monday through Thursday, 4:00 p.m. to 8:00 p.m., June 27 through August 2, 2020. This Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A-2 based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The Versante on the Lawn event to be held at the Park City Peaks Hotel during the following days and times: Friday through Sunday, 3:00 p.m. to 8:00 p.m. June 27 through September 7, 2020 and Monday through Thursday, 4:00 p.m. to 8:00 p.m., June 27 through August 2, 2020. The purpose of the event is to allow Versante Restaurant to use the Lawn area of the Peaks Hotel property as an extension of premise for outdoor dining room and local vendors during the summer to increase physical distancing space as a mitigation effort from the impacts of Covid 19, consistent with general health protocols, Governor's Phased Recovery Guidelines and Summit County Health Department recommendations. The Special Event Permit is issued to support the existing guest and hotel and restaurant use, and is temporary in nature to facilitate a phased reopening of the economy due to the impacts of Covid 19. Any future consideration outside of express dates of this permit shall be reviewed denovo.
2. Staff has determined the application to be permitted as a Special Event under the Park City Municipal Code Section 4A-1.1.7 (A). The event is a unique activity, occurring for a fixed duration that impacts the use of City property and requires licensing and services beyond the scope of normal business including impacts on streets and parking, amplified sound above what is defined in Title 6 of the Park City Municipal Code, Requires Licensing and services beyond normal scope of business and is an outdoor or temporary event that does not normally occur with the permitted venue use

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3. Staff has determined that the Special Event to be a Level Three Event based on section 4A-1-.7(B)(3) and the degree of City impacts including anticipated attendance of 100 people, reoccurring in a consecutive series, privately owned venue, and moderate parking/transportation impacts including a required parking mitigation plan.
4. The Versante on the Lawn event is to be held on the lawn area of the Park City Peaks Hotel property. Staff anticipates minimal impact to City Services. There are no street closures with this approval and parking will be available at the Park City Peaks Hotel.
5. The event will be conducted on the lawn area of the Park City Peaks Hotel property. Public transportation and other vehicular and pedestrian traffic in the area will not be interrupted as The Peaks Hotel has multiple roadways for traffic to circulate.
6. The size and scope of the event will not require the need for City police, fire or other services. Police, fire, or other essential public employees will not be diverted from their normal duties to protect the remainder of the City from the impacts of this event and can be conducted through routine patrol.
7. The event is expecting a maximum of 100 people at one time, which can be accommodated at the site and with existing parking of 133 spaces on the property, and will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
8. The Majority of the attendees are expected to be on the site as either a hotel or restaurant guest. The Event is not intended to bring incremental users to the site, but rather allow socially distanced, traditional occupancy of the restaurant that is currently limited by 50% per the Utah Leads Recovery Guidelines.
9. All parking for the event will take place in the 133 onsite parking stalls on the Park City Peaks Hotel property. No on street overflow parking is permitted on Jupiter Lane, 224 or in the residential areas. The Permittee will manage parking and ensure no street or residential parking will occur.
10. Due to the anticipated attendance and type of event, staff has determined there is not be an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
11. There are no other Special Events that would substantially interfere with another Special Event Permit that has been granted with the provision of City services in support of other such events or governmental functions.
12. The event has approval for up to three (3) vendors to be located on the lawn area of the Park City Peaks Hotel property on Saturdays and Sundays during the event and shall be inspected by the Fire Marshal before the event begins.
13. The Permittee will be following COVID-19 socially distancing protocols and guidelines that pertain to Restaurant and vendors that have been submitted and reviewed by the City, which are attached as part of this permit. The applicant understands as such protocols change they are required to comply with the conditions outlined in the permit.
14. The Applicant has been provided with a Special Event City Services Fee Estimate, and agrees to pay such costs.
15. The Permittee, The Park City Peaks Hotel, Richard Samaniego has worked with City Staff to ensure that all conditions of the event will be met. The Applicant has provided permission from the Property owner to conduct the event and demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code.

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Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

Conditions of Approval:

1. The Permittee shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided by the permittee.
2. As according to section 6-3-11 of the Municipal Code, a permit for relief from the noise restrictions on the basis of undue hardship has been made to the Chief of Police. The permittee has been granted a permit for relief from the noise restrictions by the Chief of Police not to exceed 80 dbls for the following dates and times:
3. Friday through Sunday, June 27 through August 2, 2020 (weather dependent) from 3:00 p.m. – 8:00 p.m.
4. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, they will investigate the complaint. If asked by the Park City Special Events or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities.
5. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by Thursday, June 25, 2020. If changes are required for temporary structures, the Applicant must provide 5 days notice in order to gain review and approval. The Applicant is required to keep track of vendors weekly, and provide an updated list to City staff including Special Events, Finance, Code Enforcement, Police, or the Building Department as requested.
6. The Permittee will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
7. The Permittee shall ensure that all activities abide by the laws and parameters set forth by Standards for License Approval section 4A-2-4.
8. The Permittee is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Chief Building Official, Planning Director and Economic Development Manager or their designee.
9. Should the Permittee receive a complaint regarding traffic, parking, or noise generated from the event, the Permittee shall be required to notify Park City, and the City will notify the applicant upon receiving any complaint. Upon the notice of 3 such complaints, the approval of this event will be reviewed by the special event manager who reserves the right to modify operations, add additional restriction or conditions of approval to ensure any impacts of the event will be mitigated.
10. If the Permittee cannot maintain parking for all uses on the site, including hotel, restaurant, and event attendees within the existing 133 parking spaces onsite, , the City will provide notice to the Applicant and they maybe required to reduce the attendance of the event, terminate any programming, or create additional mitigation

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strategies to stay within parking spaces as defined. If the event cannot be parked on site, the City reserves the right to terminate the event approval.

11. The Permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.
12. The Park City Special Events, Trails, Police, Fire, Building Official/Fire Marshal and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City. The Permittee agrees to follow State, County and City Phased Guidelines during Covid Recovery, and understands if new requirements are enacted, they must immediately comply in order to operate under the Event Permit herein.
13. All City, County and State permit approvals required for this event shall be secured by Thursday, June 25, 2020 and submitted to Park City Municipal.
14. The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-6.
15. The Permittee is required to provide proof of liability insurance in the amount of two million dollars (\$2,000,000) per occurrence / four million dollars (\$3,000,000) aggregate, two million dollars (\$2,000,000) in auto liability, and proof of workman's comp in the amount of five hundred thousand (\$1,000,000) for each disease and accident as required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. The obligation to provide the insurance shall be considered a binding contract. All Permittees shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
16. The permittee will be responsible for paying for City Services within 30 days of receiving an invoice from Park City.
17. Vendors are required to park in one of the 133 parking spaces as outlined as part of the parking plan, and cannot park in residential areas or streets. No vendors are permitted Monday through Friday.

APPROVED this Friday, the 26th day of June, 2020.

PARK CITY MUNICIPAL CORPORATION

 **RECEIVED**
JUL 06 2020

PARK CITY
PLANNING DEPT.

Chris Phinney, Special Events Coordinator
435.602.3539 chris.phinney@parkcity.org

1000 D
JUL 10 2020
PARK CITY
PLANNING DEPT.

SITE PLANS INCLUDED

- Summer & off season site plan proposal : please see the attached
 - Please show where everything is going. All picnic tables, server station, toilets (amount), bike racks, firepit, trailer, bar, lighting, pizza oven, Adirondack chairs, etc. DONE
 - It would be great to see a detailed plan and a plan showing where the area sits in relation to overall property (If you can do it on the same plan that's great, whatever is easier though) DONE
 - Emergency vehicle access/turnaround areas – can you note where these are located on both winter and summer plans? DONE
- Again, we could use a plan that indicates where the fire pit is going, chairs, lighting, trailer. Also, a larger scale plan that looks at the proposal in regard to the property. DONE
- Where are curbside pickup parking spots located? DONE

SUMMER PLANS

- How many additional customers are you expecting?
*No more additional than our previous CUP / 12 picnic tables.
(max 90 people)*
- How many additional employees will be required?
6 more employees
- How many additional parking spots will be needed/provided?
We have 133 spots on property and own the back of the private road
- Any signage proposed? *No - we were not allowed with our last CUP*
- Will live music still be proposed? *Yes, Saturday and Sunday*
- Toilets? (How many toilets are there going to be?) *2*
- Length of time? *6pm - 8pm*
- Liquor license:
 - What does this include in terms of time allowed? *I will have to request an extension of our current license to cover the summer lawn months every spring and approved by our compliance officer. Terms: ALL Liquor must be locked overnight in the Versante Liquor closet. All handlers must be 21 with certification. Fenced in the area of service.*
 - Certain dates? *Full V on Lawn Summer dates TBD June - Sept*
- If certain months are proposed for this activity please indicate. *June - Sept*

WINTER PLANS

- Length of time? *4pm - 9pm*
- Any signage proposed? *No*
- If any type of outdoor dining is proposed, verify this. *No - space to wait for order by the fire in chairs*
- Dining globes? *No*
- If certain months are proposed for this activity please indicate. *Year round*

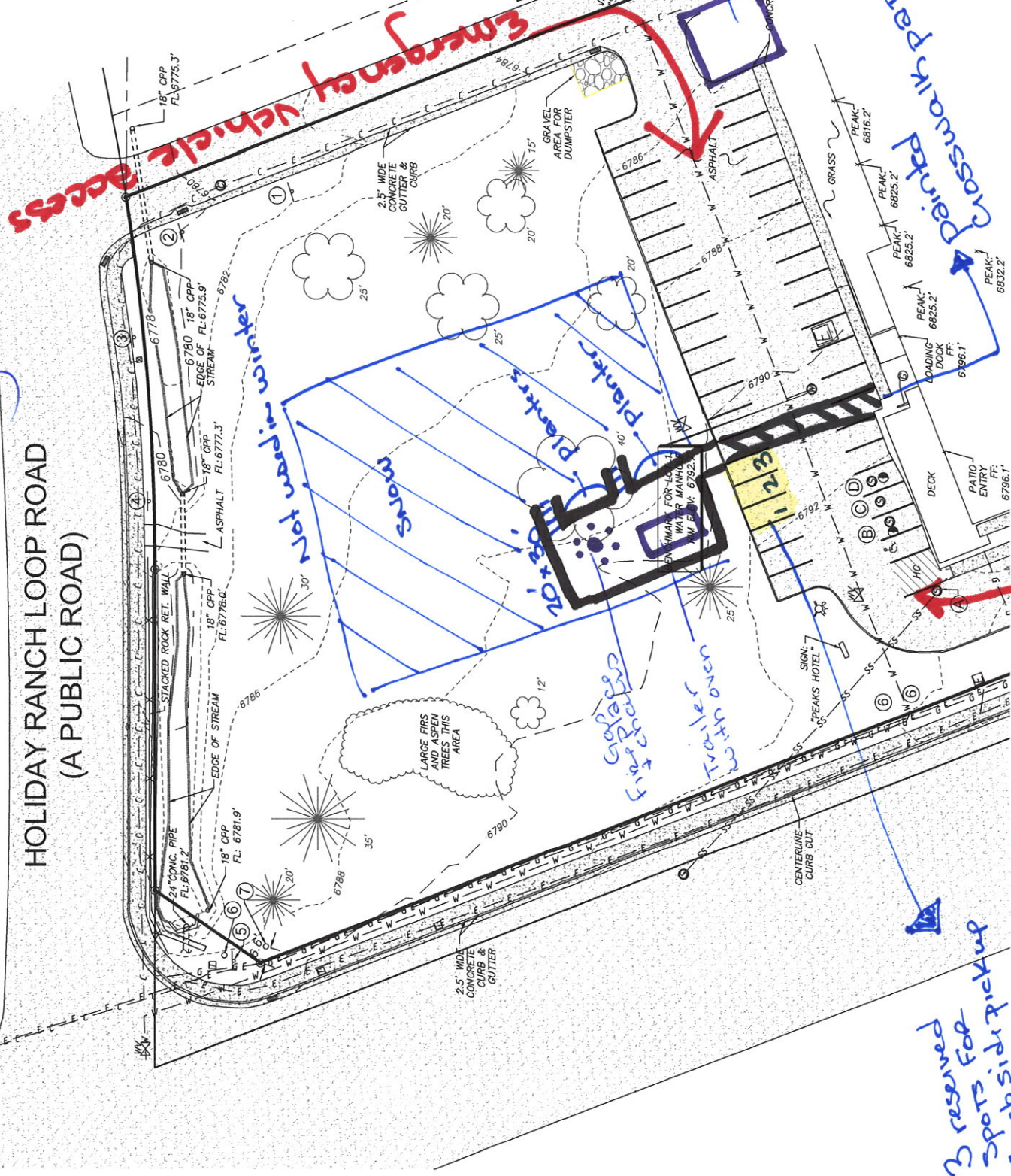
GENERAL QUESTIONS:

- What is being proposed as year round use
Food trailer, pergola, firepit, chairs, bistro lighting
- Is the food truck going to be consistent or are different food trucks going to be coming in every once in a while? *No, we have poured a concrete pad with full hook ups including a sewer return line into our existing grease trap for Versante*
- Parking study
 - What has been the experience thus far?
 - Any parking taking place on Jupiter or Park etc.? *yes, we find that summer business has brought trailers, boats and more to our hotel as guests travel more by car and not air in the summer right now. We are telling these guests to park on our half of Parkview that we own. Winter time we do not have an issue as there are way more guests without transportation.*
 - What management tactics have been put in place? *We have placed TOWING signs on the end of our streets with no parking signage. We have worked with the City Bus system and purchased ads reflecting a 20% discount to those who bike or bus to Versante on the lawn. We are in the process of repaving our current lot to put in new lines for more accurate parking.*
 - Have you needed to cap guests ever? *No, we have had to walk in the lots when the hotel is full and show people to our underground parking area. We have left the garage doors open in the early evening to encourage people to use the parking garage and not just outside.*
 - What mitigation measures are being taken?
 - How many parking spaces do you have currently? 133
 - How many total? 133 plus street parking for hotel quests
 - How many for Peaks guests? All included
 - How many for Versante guests?
 - Any more for lawn guests?
 - How many ADA? 5 *(in garage and out on the lawn)*
 - Any spots currently confirmed as take out waiting only? *We use the front of the hotel for curbside at this time and would like to designate 2 or 3 in front of the trailer as Curbside pick up*
- Any vegetation removal necessary? (Any additional vegetation added?)
no - We are adding grasses, more trees and flowers in the summer. We have just replaced the 5 dying crab apple trees in the front of the hotel with new red trees. In the retaining wall of the trailer pad we added large vegetation beds for the above. The back of the hotel we have added over 12 trees too. All damaged sod during construction has been replaced.
- What is Versante guest capacity? 96
 - Average employee requirements? 32
- What is the lawn capacity? 76
 - Average employee requirements? 6

- Noise
 - Any complaints thus far? *No noise complaints so far. Request for a dumpster enclosure that we agreed upon and building has been completed this summer.*
- Pedestrian circulation
 - Are there any markings for people to cross the parking lot from the hotel or Versante to the lawn? *Yes, we have repaved the parking lot and entrance with the addition of a reflective walking path across the parking lot.*

Fall/Winter/ Spring

HOLIDAY RANCH LOOP ROAD (A PUBLIC ROAD)



3 reserved spots for curb side pickup

PARKING STUDY

PEAKS HOTEL

PARK CITY, UTAH

DATE: MARCH, 2022
REV MAY, 2022

PROJECT NO. 15015

PREPARED BY: **CANYON ENGINEERING**
PARK CITY, UTAH

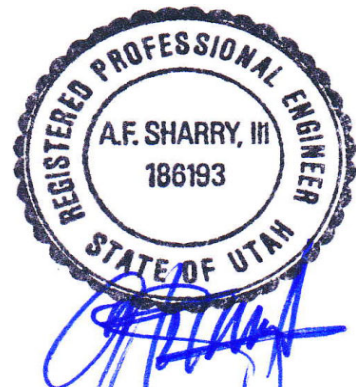


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- 4 Hotel Occupancy
- 5 Conditional Use Permit Application
- 6 PCMC Code Excerpts
- 7 Salt Lake City Code Excerpts
- 8 Aspen, Colorado Code Excerpts
- 9 Parking Space Occupancy Estimate

NARRATIVE

Peaks Hotel has filed a Conditional Use Permit application for an 800 square foot (SF) tent to serve as outdoor meeting space. In fact, the tent was erected in December, 2020 to provide some additional breathing space during the C19 epidemic. In response to review comments by Park City Planning (PCMC), this report summarizes a just completed study of parking facilities and use with an eye toward whether additional parking spaces may be warranted.

EXISTING PARKING FACILITIES

Existing parking spaces total as follows:
North lot: 39; Garage: 58; South lot: 32; total = 129
See site plan in Appendix 1.

REGULATORY POLICIES

PCMC advises a total of 177 parking spaces may be required based on a strict application of the generalized use/parking values presented in the municipal code section 15-3-6. The code also allows for alternative parking calculation approaches and required minimum space counts (15-3-7). See Appendix 6 for PCMC code excerpts.

For parking calculations in matrix form, see Appendix 2, Municipal Code Comparison - Parking Requirements. This matrix includes existing uses at Peaks Hotel, including the 800 SF tent. For comparison, also included are calculations using code requirements for Salt Lake City, Utah (Appendix 7) and Aspen, Colorado (Appendix 8).

CURRENT PARKING DATA

Peaks Hotel has just completed detailed counts for actual parking lot use during the peak of their winter season. These counts conducted in January and February, 2022 show that parking space occupation peaks at less than 70 spaces, or just over 50% of the total available spaces. Hotel occupancy came in at 92% for the month of February, the subject 800 SF tent was in use and Versante (indoors) was open during these counts. See Appendix 3 for sample counts and photos.

In summer, Peaks Hotel occupancy is typically highest in July, and in 2021 tallied very close to the February, 2022 numbers just compiled...

July, 2021:	93% occupancy;
February, 2022:	92% occupancy;

See Appendix 4 for occupancy tabulation for the period 2017 - 2021.

Projected parking space occupancy at 100% room occupancy = $(100/92) \times 70 = 77$ spaces;

PCMC CRITERIA FOR REDUCED PARKING

Overlapping Uses - the two largest components of total parking demand, hotel rooms and Versante, overlap. That is, the peak parking demand for each can be expected to occur within the early evening hours. Using the PCMC strict code approach, these two uses account for 88% of total parking required. It's fair to say that the 800 SF tent does not attract more patrons to Versante, nor does it result in an increase in hotel room occupancy. And it is certainly not billed as a destination meeting space. As opposed to increasing intensity of use at Peaks, the tent serves only to provide additional outdoor elbow room for uses that have already been permitted.

Parking Spaces Serve Commercial Use - the three parking lots are not open to the general public for parking disassociated from hotel and restaurant uses. And the hotel regularly monitors parking areas to ensure compliance in this regard.

CONCLUSION

The generalized parking formulae in municipal codes best represent a starting point, or bench mark from which analysis can proceed. As most codes recognize, each case is unique. Further, evolving technology and transportation options are forcing municipalities to completely rethink their parking code requirements to keep up with societal changes. No doubt such changes are evident in the recently completed counts at Peaks Hotel.

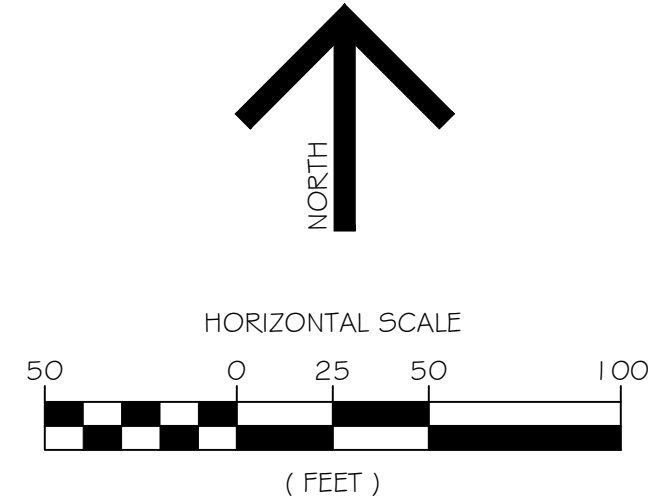
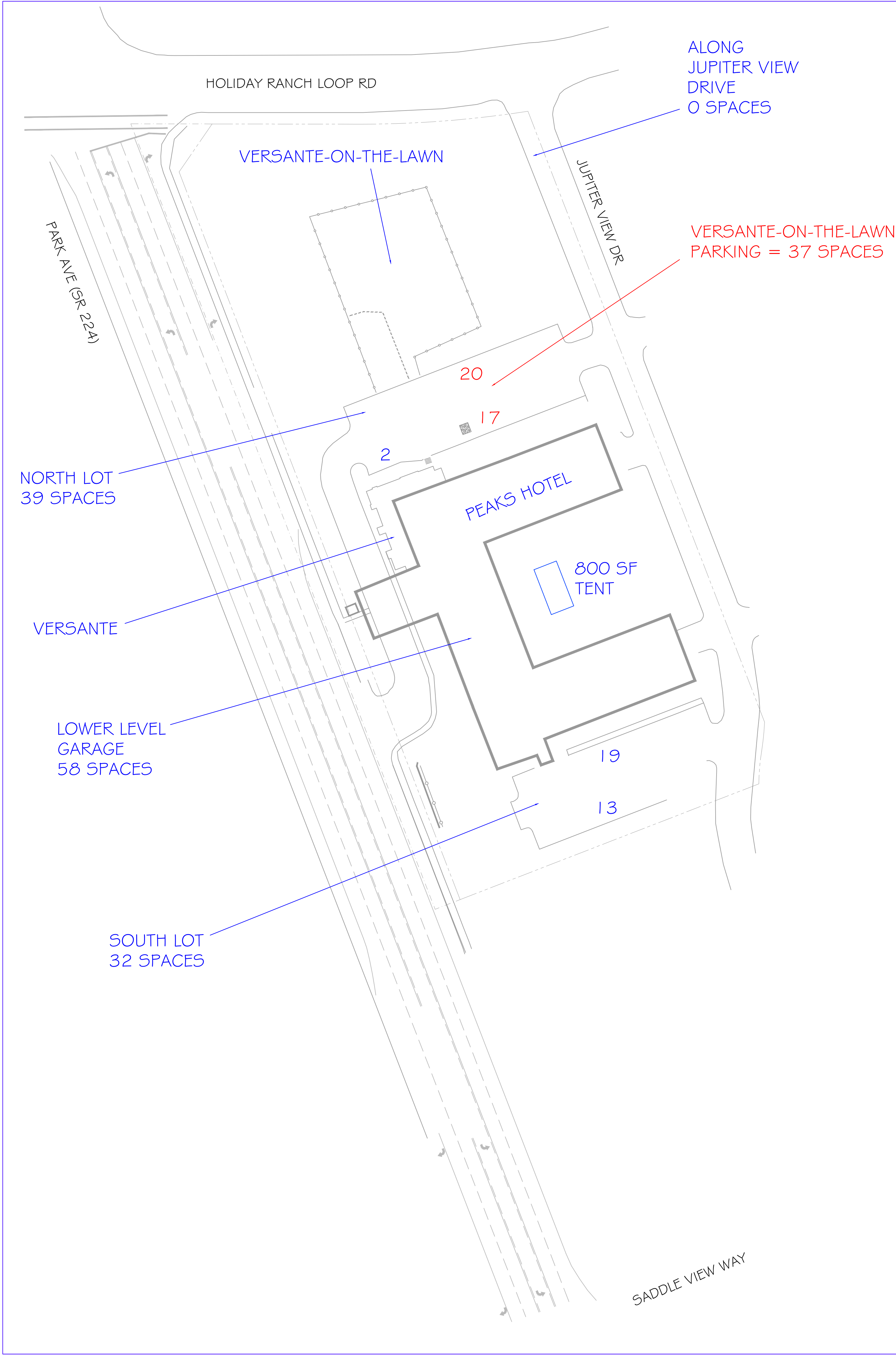
We conclude that there is ample evidence to support the contention that existing parking facilities at Peaks Hotel are adequate to serve the existing uses, namely:
Hotel rooms, meeting space, Versante restaurant (interior and lawn), and the subject 800 SF tent.

See Appendix 9, Parking Space Occupancy Estimate, for summary calculations which indicate that for the proposed uses outlined, more than enough parking spaces currently exist.

To confirm the validity of our estimate, we recommend:

1. PCMC issue a permit with conditions for Versante-on-the-Lawn for the 2022 outdoor season;
2. Owner enforcement of permit conditions, with emphasis on limiting patrons to a maximum of 72 on the lawn;
3. Owner monitoring and documentation of parking space occupancy during peak hour(s), each week, Thursday-Sunday;
4. Owner assessment (weekly) of compliance with enforcement measures; provide monthly summary to PCMC including both hotel room and parking space occupancy data;
5. At close of season, comparison of actual vs. estimated parking space occupancy including summary document;
6. Consideration of adjustments and or further measures as may be appropriate for the 2023 outdoor season based on item 5 summary and discussion with PCMC;

APPENDIX 1



LEGEND

EXISTING SURFACE RUNOFF DIRECTION	>
PROPOSED SURFACE RUNOFF DIRECTION	▶
EXISTING SPOT GRADE # SURFACE CONTOUR	x 7208.00 --- 7290 TBG ----- 7292
PROPOSED SPOT GRADE # SURFACE CONTOUR	---6400.0 --- 7270 FG ----- 7276
PROPOSED ELEVATIONS AT TOP & BOTTOM OF WALL	50.0 TW 46.8 BW (FG AT TOE)
SOIL EVALUATION TEST PIT	1012-2
PERC TEST	1012-A
PROPERTY LINE	-----
SETBACK LINE	-----
EASEMENT LIMIT	-----
EX UNDERGROUND GAS LINE	-----G-----
EX UNDERGROUND POWER LINE	-----E-----
EX OVERHEAD WIRE	-----OHW-----
EX UNDERGROUND COMMUNICATIONS	-----CO-----
EX UNDERGROUND WATER LINE	-----W-----
EX SANITARY SEWER LINE	-----SS-----

SITE DATA

PARCEL AREA: 4.2± AC.
ZONING DISTRICT: RD-M (RESIDENTIAL DEVELOPMENT - MEDIUM DENSITY)
OVERLAY ZONE: FPZ (FRONTAGE PROTECTION ZONE)
EXISTING USE: HOTEL

PARKING TABULATION

EXISTING CONDITION

INTERIOR		
STD		56
HC ACCESS		2
SUBTOTAL		58
EXTERIOR		
STD		71
HC ACCESS		1
JV DRIVE		0
SUBTOTAL		83

TOTAL 129

ABBREVIATIONS

ACP	ASPHALT CONCRETE PAVEMENT
BLDG	BUILDING
CB	CATCH BASIN
CT5	CUBIC FEET PER SECOND
CIP	CAST-IN-PLACE
CL	CENTERLINE
CMH	COMMUNICATIONS MANHOLE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CONM	COMMUNICATIONS
DIA	DIAMETER
DMH	DRAIN MANHOLE
EG	EXISTING GRADE
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ESHGW	ESTIMATED SEASONAL HIGH GROUNDWATER
EX	EXISTING
FDN	FOUNDATION
FE	FLARED END
FG	FINISH GRADE
FRP	FIBERGLASS REINFORCED PLASTIC
GPM	GALLONS PER MINUTE
GW	GROUNDWATER
HDCI	HEAVY DUTY CAST IRON
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
ID	INSIDE DIAMETER
INT	INTERSECTION
INV	INVERT
LD	LONGEST DIMENSION
LF	LINEAR FEET
LOD	LIMIT OF DISTURBANCE
LP	LOW POINT
MDD	MAXIMUM DRY DENSITY
MEG	MATCH EXISTING GRADE
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
FCC	PORTLAND CEMENT CONCRETE
FE	PLAIN END
FJD	PUSH-ON JOINT DUCTILE IRON
PRC	PRECAST REINFORCED CONCRETE
PVC	POLYVINYL CHLORIDE; POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SBED	STREAM BED
SD	STORM DRAIN
SMH	SEWER MANHOLE
SS	SANITARY SEWER; STAINLESS STEEL
TBC	TOP BACK OF CURB
TC	TOP OF CONCRETE
TO	TOP OF
TP	TOP OF PAVEMENT
TW	TOP OF WALL
TYP	TYPICAL
UD	UNDERDRAIN
UP	UTILITY POLE
WMH	WATER MANHOLE
WS	WATER SURFACE

ABBREVIATIONS - AGENCY

COE	US ARMY CORPS OF ENGINEERS
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
PCMC	PARK CITY MUNICIPAL CORPORATION
RMP	ROCKY MOUNTAIN POWER
SBWRD	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
SCEH	SUMMIT COUNTY ENVIRONMENTAL HEALTH
UDOT	UTAH DEPARTMENT OF TRANSPORTATION
WCEH	WASATCH COUNTY ENVIRONMENTAL HEALTH

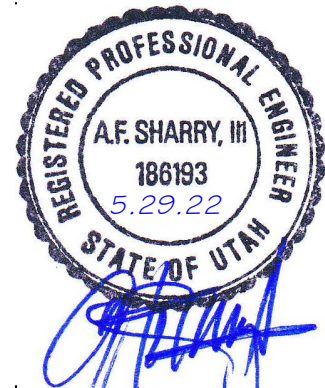
REFERENCES

1. AERIAL PHOTO BASE OBTAINED FROM STATE OF UTAH AUTOMATED GEOGRAPHIC REFERENCE CENTER.
2. TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY LUDLOW ENGINEERING, NEPHI, UTAH, SEPTEMBER, 2015.

DRAWING ISSUED FOR

- ☐ PLANNING
- ☐ CONSTRUCTION
- ☒ PERMIT
- ☐ CONSTRUCTION RECORD

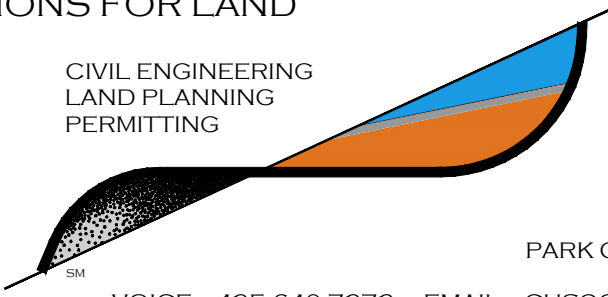
THIS DRAWING MAY NOT SHOW CONSTRUCTION DETAILS AND SPECIFICATIONS FOR ALL PROPOSED IMPROVEMENTS, AND MAY NOT IDENTIFY ALL CONSTRUCTION WORK ITEMS AND AREAS OF CONTRACTOR JURISDICTION.



I	05.29.22	AFS	AFS	DEPICT JUPITER VIEW DRIVE PARKING AT ZERO SPACES
NO.	DATE	BY	CHK	REVISION DESCRIPTION

CANYON ENGINEERING
SOLUTIONS FOR LAND

CIVIL ENGINEERING
LAND PLANNING
PERMITTING



PO BOX 982131
PARK CITY, UTAH 84098
VOICE: 435.640.7373 EMAIL: GUS@CANYONENG.COM
WWW.CANYONENG.COM

PARKING STUDY

PARKING PLAN

PEAKS HOTEL
TAX ID NO. PKV-1
2346 PARK AVENUE, PARK CITY, UTAH

PREPARED FOR: PPC LLC
PARK CITY, UTAH
PLS GRID LOCATION: S8 T2S R4E
5LB4M

DES. BY: AFS	DATE: MARCH 2022	JOB: 15015	1 OF 1
CHK. BY: AFS	CANYON ENGINEERING		

APPENDIX 2

Municipal Code Comparison - Parking Requirements

Peaks Hotel
Park City, Utah

LAND USE DESCRIPTION	PARKING SPACES REQUIRED					
	Park City, Utah		Salt Lake City, Utah		Aspen, Colorado	
	formula	value	formula	value	formula	value
Hotel	1 per room	127	0.5 per room	64	0.5 per room	64
Restaurant	1 per 100 SF (10 per 1,000)	29	2 per 1,000 SF	6	3 per 1,000 SF	9
Meeting/Conference	1 per 200 SF (5 per 1,000)	13	3 per 1,000 SF	8	3 per 1,000 SF	8
Versante-on-the-Lawn (see Appendix 9)	1 per employee plus 2	8	no minimum		NSR	
TOTALS		177		78		81

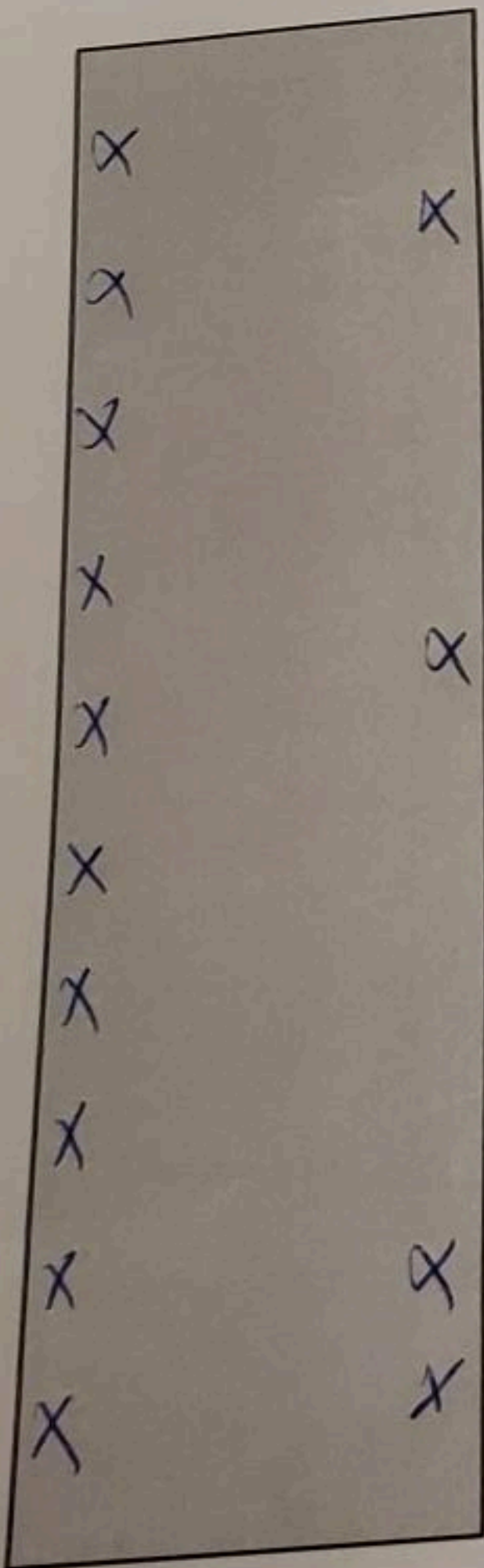
NOTES:

SF = square feet net leasable floor area
NSR = no specific requirement

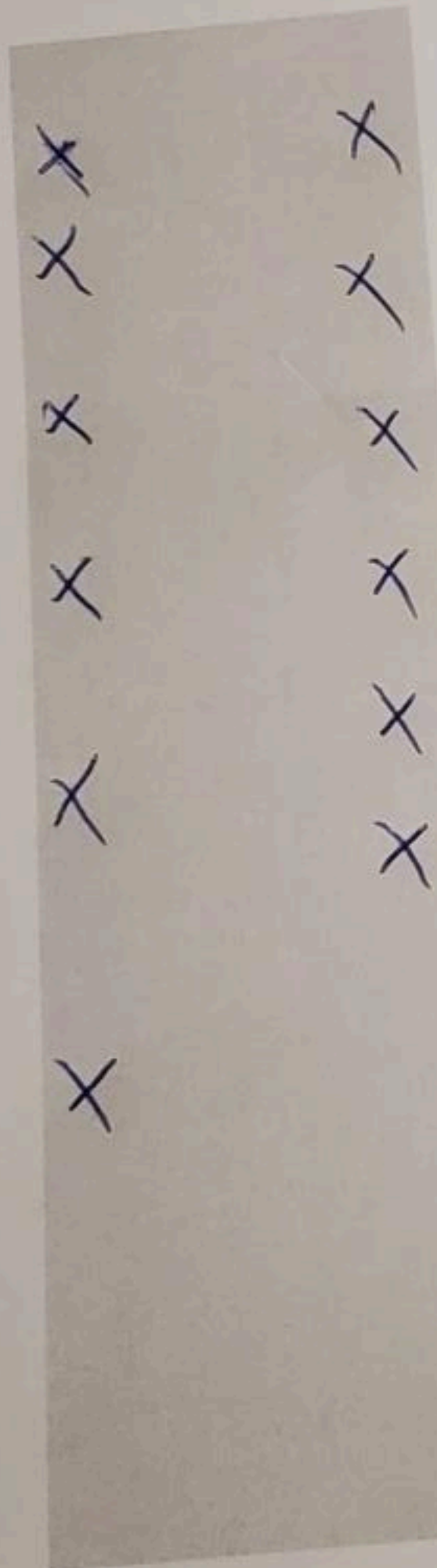
Hotel rooms = 127
Restaurant front and back = 2,923 SF
Meeting/conference = 2,455 SF, including 800 SF tent
Versante-on-the-Lawn = 6 employees plus 12 tables X 6 patrons per table = 78 people

APPENDIX 3

JUPITER VIEW DRIVE : DATE 1/29 TIME 8am

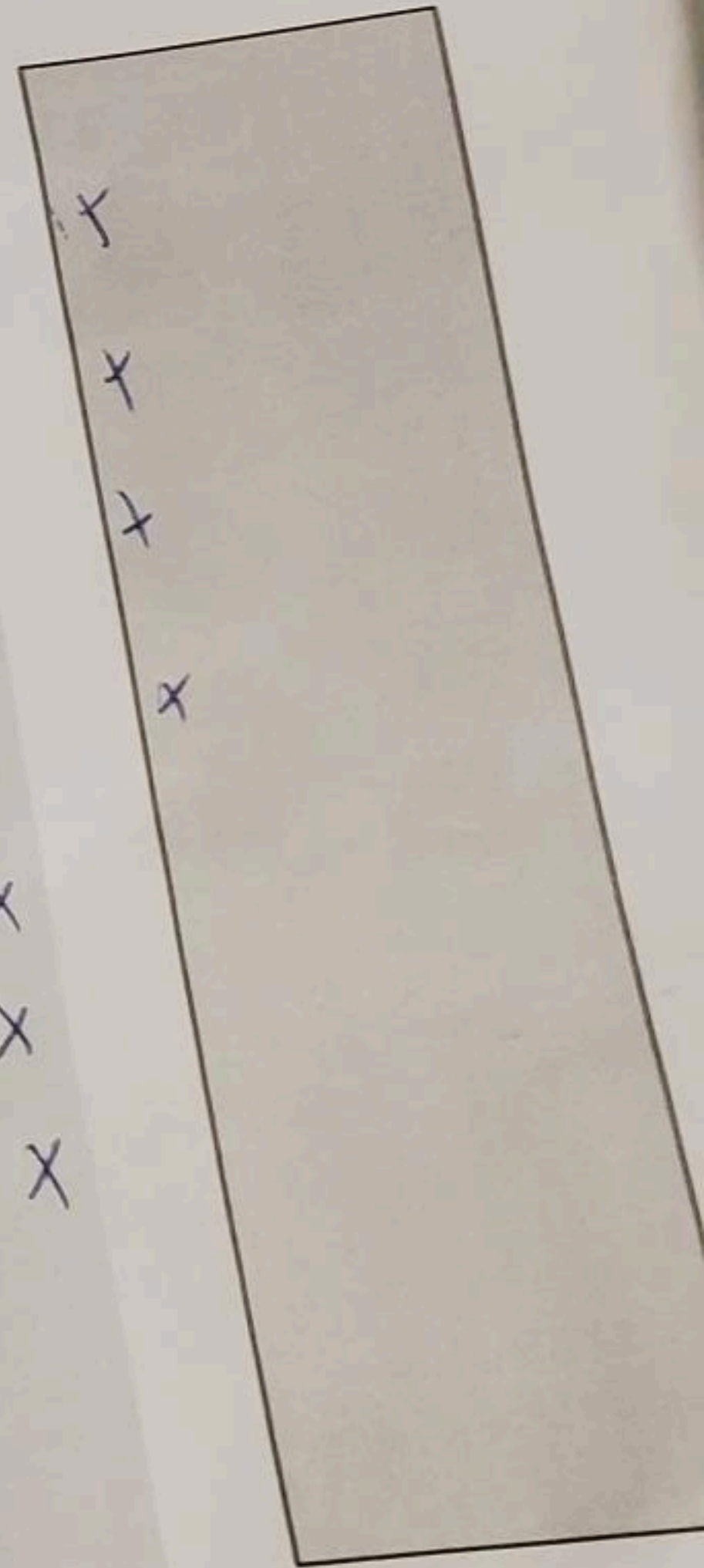
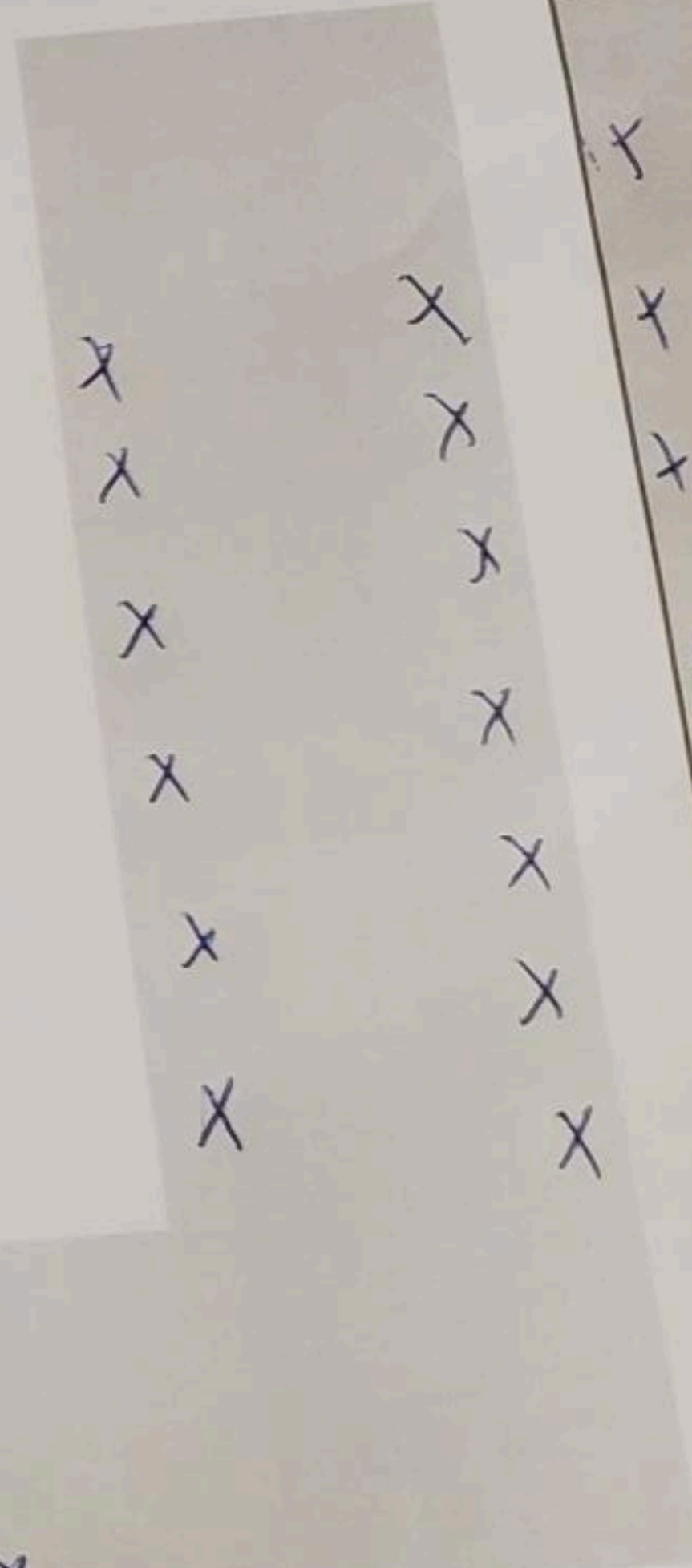


NORTH LOT



X X X X

GARAGE



SOUTH LOT

TOTAL PARKING SPOTS OCCUPIED: 47



Feb 12, 2022 4:51:28 PM
2256 Jupiter View Drive
Park City
Summit County
Utah



Feb 12, 2022 12:39:15 PM
2260 Jupiter View Drive
Park City
Summit County
Utah

16 feb 2022, 12:05:49
2346 Park Ave
Park City UT 84060
Stati Uniti



PEAKS HOTEL 7 DAY PARKING SURVEY				
DATE: 1.29.22		SATURDAY	HOTEL OCCUPANCY 94%	
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS
8:00 AM	14	29	4	47
9:00 AM	11	23	2	36
10:00 AM	10	22	3	35
11:00 AM	8	19	0	27
12:00 PM	6	18	0	24
1:00 PM	6	16	1	23
2:00 PM	10	16	0	26
3:00 PM	14	22	0	36
4:00 PM	17	22	0	39
5:00 PM	31	24	1	56
6:00 PM	32	29	6	67
7:00 PM	31	30	4	65
8:00 PM	30	28	2	60
9:00 PM	29	29	2	60
DATE: 1.30.22		SUNDAY	HOTEL OCCUPANCY 82%	
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS
8:00 AM	15	22	3	40
9:00 AM	13	20	2	35
10:00 AM	15	16	2	33
11:00 AM	7	12	2	21
12:00 PM	4	13	0	17
1:00 PM	6	13	0	19
2:00 PM	5	13	0	18
3:00 PM	12	20	2	34
4:00 PM	14	23	2	39
5:00 PM	24	24	3	51
6:00 PM	26	23	3	52
7:00 PM	30	23	5	58
8:00 PM	12	23	3	38
9:00 PM	12	24	3	39
DATE: 1.31.22		MONDAY	HOTEL OCCUPANCY 82%	
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS
8:00 AM	7	19	2	28
9:00 AM	7	21	4	32
10:00 AM	8	21	3	32
11:00 AM	6	20	1	27
12:00 PM	6	18	1	25
1:00 PM	5	21	1	27
2:00 PM	8	22	1	31
3:00 PM	12	22	1	35
4:00 PM	13	21	2	36
5:00 PM	14	22	3	39
6:00 PM	20	24	3	47
7:00 PM	31	23	1	55
8:00 PM	24	22	1	47
9:00 PM	21	24	2	47
DATE: 2.1.22		TUESDAY	HOTEL OCCUPANCY 81%	

HOTEL CHECK OUT 1

HOTEL CHEK IN

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TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS	
8:00 AM	10	24	1	35	
9:00 AM	10	22	1	33	
10:00 AM	8	18	1	27	
11:00 AM	8	22	0	30	HOTEL CHECK OUT 1
12:00 PM	7	19	0	26	
1:00 PM	6	24	0	30	
2:00 PM	10	19	0	29	
3:00 PM	11	19	0	30	
4:00 PM	17	21	1	39	HOTEL CHEK IN
5:00 PM	24	17	1	42	VERSAPONTEN
6:00 PM	31	18	3	52	
7:00 PM	31	23	4	58	
8:00 PM	23	22	1	46	
9:00 PM	15	23	3	41	
DATE: 2.2.22		WEDNESDAY	HOTEL OCCUPANCY 93%		
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS	
8:00 AM	8	20	1	29	
9:00 AM	9	26	2	37	
10:00 AM	10	24	1	35	
11:00 AM	8	23	0	31	HOTEL CHECK OUT 1
12:00 PM	6	18	0	24	
1:00 PM	5	16	1	22	
2:00 PM	5	18	0	23	
3:00 PM	10	21	0	31	
4:00 PM	19	16	1	36	HOTEL CHEK IN
5:00 PM	22	18	1	41	VERSAPONTEN
6:00 PM	28	18	0	46	
7:00 PM	25	21	2	48	
8:00 PM	22	23	3	48	
9:00 PM	21	19	0	40	
DATE: 2.3.22		THURSDAY	HOTEL OCCUPANCY 98%		
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS	
8:00 AM	12	17	1	30	
9:00 AM	12	22	1	35	
10:00 AM	12	18	2	32	
11:00 AM	11	18	1	30	HOTEL CHECK OUT 1
12:00 PM	8	20	2	30	
1:00 PM	8	18	2	28	
2:00 PM	12	20	2	34	
3:00 PM	15	24	2	41	
4:00 PM	16	28	1	45	HOTEL CHEK IN
5:00 PM	19	23	1	43	VERSAPONTEN
6:00 PM	29	22	1	52	
7:00 PM	30	23	1	54	
8:00 PM	24	24	1	49	
9:00 PM	21	26	3	50	
DATE: 2.4.22		FRIDAY	HOTEL OCCUPANCY 97%		
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS	
8:00 AM	10	24	2	36	

9:00 AM	12	22	2	36	HOTEL CHECK OUT 1
10:00 AM	7	25	2	34	
11:00 AM	8	24	2	34	
12:00 PM	8	19	2	29	
1:00 PM	5	20	2	27	
2:00 PM	8	21	2	31	HOTEL CHEK IN
3:00 PM	10	24	3	37	
4:00 PM	18	26	4	48	
5:00 PM	30	23	2	55	
6:00 PM	28	36	4	68	
7:00 PM	27	27	4	58	
8:00 PM	29	34	4	67	
9:00 PM	18	40	4	62	

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PEAKS HOTEL 7 DAY PARKING SURVEY							
DATE: 2.12.22		SATURDAY	HOTEL OCCUPANCY 96%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	13	18	6	37			
9:00 AM	13	15	4	32			
10:00 AM	15	17	1	33			
11:00 AM	12	14	1	27	HOTEL CHECK OUT 11AM		
12:00 PM	9	16	0	25			
1:00 PM	12	14	1	27			
2:00 PM	9	18	1	28			
3:00 PM	9	19	2	30			
4:00 PM	27	20	2	49	VERSAPNTEN	HOTEL CHEK IN 4PM	
5:00 PM	24	19	3	46			
6:00 PM	26	28	6	60			
7:00 PM	30	30	7	67			
8:00 PM	29	28	7	64			
9:00 PM	27	26	7	60			
DATE: 2.13.22		SUNDAY	HOTEL OCCUPANCY 88%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	12	25	2	39			
9:00 AM	10	24	2	36			
10:00 AM	9	21	1	31			
11:00 AM	10	18	1	29	HOTEL CHECK OUT 11AM		
12:00 PM	6	14	0	20			
1:00 PM	8	15	1	24			
2:00 PM	12	15	1	28			
3:00 PM	14	14	6	34			
4:00 PM	16	20	2	38	VERSAPNTEN	HOTEL CHEK IN 4PM	
5:00 PM	27	20	2	49			
6:00 PM	28	25	2	55			
7:00 PM	23	26	2	51			
8:00 PM	27	25	3	55			
9:00 PM	27	28	3	58			
DATE: 2.14.22		MONDAY	HOTEL OCCUPANCY 90%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	18	29	2	49			
9:00 AM	5	28	19	52			
10:00 AM	14	24	4	42			
11:00 AM	10	20	2	32	HOTEL CHECK OUT 11AM		
12:00 PM	7	19	2	28			
1:00 PM	7	20	2	29			
2:00 PM	7	21	2	30			
3:00 PM	10	23	3	36			
4:00 PM	14	20	3	37	VERSAPNTEN	HOTEL CHEK IN 4PM	
5:00 PM	25	30	4	59			
6:00 PM	30	32	6	68			
7:00 PM	32	32	5	69			
8:00 PM	30	32	6	68			
9:00 PM	31	33	5	69			

DATE: 2.15.22		TUESDAY	HOTEL OCCUPANCY 91%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	18	31	3	52			
9:00 AM	27	28	2	57			
10:00 AM	15	24	1	40			
11:00 AM	17	22	0	39	HOTEL CHECK OUT 11AM		
12:00 PM	13	21	0	34			
1:00 PM	13	20	0	33			
2:00 PM	13	20	0	33			
3:00 PM	25	29	1	55			
4:00 PM	22	26	1	49	V E R S A O N P T E N	HOTEL CHEK IN 4PM	
5:00 PM	25	24	0	49			
6:00 PM	20	29	0	49			
7:00 PM	23	27	1	51			
8:00 PM	23	27	3	53			
9:00 PM	18	30	4	52			
DATE: 2.16.22		WEDNESDAY	HOTEL OCCUPANCY 88%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	10	25	2	37			
9:00 AM	13	31	4	48			
10:00 AM	13	30	4	47			
11:00 AM	11	27	2	40	HOTEL CHECK OUT 11AM		
12:00 PM	7	26	2	35			
1:00 PM	6	19	0	25			
2:00 PM	9	26	0	35			
3:00 PM	8	29	0	37			
4:00 PM	14	28	2	44	V E R S A O N P T E N	HOTEL CHEK IN 4PM	
5:00 PM	17	26	2	45			
6:00 PM	19	23	2	44			
7:00 PM	32	27	3	62			
8:00 PM	25	25	4	54			
9:00 PM	20	24	3	47			
DATE: 2.17.22		THURSDAY	HOTEL OCCUPANCY 95%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	11	26	2	39			
9:00 AM	12	29	2	43			
10:00 AM	8	28	2	38			
11:00 AM	9	21	2	32	HOTEL CHECK OUT 11AM		
12:00 PM	8	21	2	31			
1:00 PM	9	19	2	30			
2:00 PM	12	22	3	37			
3:00 PM	13	21	3	37			
4:00 PM	15	21	2	38	V E R S A O N P T E N	HOTEL CHEK IN 4PM	
5:00 PM	18	17	1	36			
6:00 PM	32	23	2	57			
7:00 PM	33	24	1	58			
8:00 PM	30	27	2	59			
9:00 PM	23	26	3	52			

DATE: 2.18.22		FRIDAY	HOTEL OCCUPANCY 96%				
TIME	PARKING LOT NOTH	GARAGE	PARKING LOT SOUTH	TOTAL CARS			
8:00 AM	12	23	0	35			
9:00 AM	9	23	2	34			
10:00 AM	9	21	1	31			
11:00 AM	7	16	1	24	HOTEL CHECK OUT 11AM		
12:00 PM	8	16	1	25			
1:00 PM	8	16	1	25			
2:00 PM	9	21	3	33			
3:00 PM	11	25	3	39			
4:00 PM	26	22	2	50	HOTEL CHEK IN 4PM		
5:00 PM	32	24	4	60	V E R S A O N P T E N		
6:00 PM	34	26	4	64			
7:00 PM	33	24	4	61			
8:00 PM	27	22	3	52			
9:00 PM	18	22	2	42			

APPENDIX 4

PEAKS HOTEL

Tent event space 800 SQ FT

Meeting room spaces 1655 SQ FT

127 rooms

Average room statistics based on pre COVID and current trend for 22

Yearly occupancy goal is 55%

Month	Average Occupancy	Group occupancy	Transient occupancy	Utah Guests o business %	Out of State Guests % of business
DEC	56%	13%	43%	4%	96%
JAN	68%	45%	23%	2%	98%
FEB	85%	42%	43%	3%	97%
MARCH	79%	32%	47%	3%	97%
APRIL	17%	5%	12%	19%	81%
MAY	21%	8%	13%	24%	76%
JUNE	45%	23%	22%	21%	79%
JULY	53%	13%	40%	15%	85%
AUG	51%	16%	35%	23%	77%
SEPT	57%	23%	34%	21%	79%
OCT	33%	8%	25%	26%	74%
NOV	26%	7%	18%	31%	69%

APPENDIX 5

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060

RECEIVED

JAN 04 2021

PARK CITY
PLANNING DEPT.



CONDITIONAL USE PERMIT

For Office Use Only

PLANNING COMMISSION

PROJECT PLANNER

APPLICATION #

APPROVED

DATE RECEIVED

DENIED

EXPIRATION

PROJECT INFORMATION

NAME:

Park City Peaks Courtyard tent

ADDRESS:

2346 Park Ave
Park City UT 84060

TAX ID:

47-3662421

OR

SUBDIVISION:

Park View Sub

OR

SURVEY:

LOT #:

PKV 1

BLOCK #:

APPLICANT INFORMATION

NAME:

Stephanie Samuels

MAILING

ADDRESS:

Park City Peaks Hotel
Po Box 1778
Park City UT
84060

PHONE #:

(801) 865-11071

FAX #:

(435) 608-6435

EMAIL:

Stephanie@parkcitypeaks.com

APPLICANT REPRESENTATIVE INFORMATION

NAME:

Same as above

PHONE #:

() -

EMAIL:

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

SUBMITTAL REQUIREMENTS – All of the following items must be included in order for the Planning Department to take the application.

1. Completed and signed application form.
 2. A written statement describing the request and any other information pertaining to the conversion of the proposed project.
 3. Review fees - \$1140.00 per application.
 4. Two (2) 24"x36" professionally prepared schematic plans drawn to scale containing items below:
 - North arrow and name of project
 - Date of drawing
 - Adjoining property lines, owners, and uses within 100' of subject property.
 - Total acreage of the property, dimensions of all lot lines, all landscaped areas, parking areas, snow storage area. Etc.
 - **Note:** Schematic plans may include, by are not limited to, site plan, landscaping plan, floor plans, and elevations.
 5. Two (2) 11"x17" reduction of plans outlined in #4
 6. Current Title Report – with an issue date no longer than 30 days from the application submittal date.
 7. An electronic Excel spreadsheet with property owner, Summit County Assessor Parcel Number, and mailing address for properties within 300 feet, measured from the property line. Template is available through <https://www.parkcity.org/departments/planning>.
-

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

PROJECT DESCRIPTION

1. On a separate sheet of paper, give a general description of the proposal and answer the questions below. Attach it to the application (See Submittal Requirement #2).

- How will the proposed use "fit-in" with surrounding uses?
- What type of service will it provide to Park City?
- Is the proposed use consistent with the current zoning district and with the General Plan?
- Is the proposed use similar or compatible with other uses in the same area?
- Is the proposed use suitable for the proposed site?
- Will the proposed use emit noise, glare dust, pollutants, and odor?
- What will be the hour of operation and how many people will be employed?
- Are there other special issues that need to be mitigated?

2. Existing Zoning: RDM Residential Development Med

3. Is the project within the Sensitive Lands Overlay?

Yes

No

4. Current use of the property: Hotel / Restaurant / Courtyard

5. Total Project Area: _____ acres 800 square feet 20 x 40 tent

6. Number of parking spaces per Title 15 Land Management Code, Chapter 3, Off Street Parking:
_____ required 133 proposed

12 off street

7. Project access via: (check one)

Public Road

Private Road

Private Driveway

8. Occupancy type: (check one)

Owner Occupied

Lease

Nightly Rental

Condominium

Timeshare

9. Utility service availability:

Existing

Requires extension of City service

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an 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 a party whom 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 understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

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 with the study.

Signature of Applicant: _____

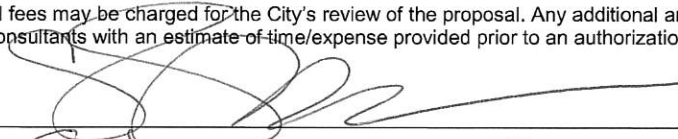
Name of Applicant: _____

Mailing Address: _____

Phone: _____

Email: _____

Type of Application: _____


Stephanie Samuels

PRINTED
Po Box 1778
2346 Park Ave Park City UT 84060

Fax: _____

801-865-1471
Stephanie @ parkcitypeaks.com
Conditional use permit

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. I further affirm that I am aware of the City policy that no application will be accepted nor work performed for properties that are tax delinquent.

Name of Owner: _____

Mailing Address: _____

Street Address/ Legal Description of Subject Property: _____

Signature: _____

Date: _____

PRINTED
Damon Navarro / Peaks Park City LLC
112 Freeman St.
MT Pleasant S.C. 294644721

2346 Park Ave Peaks hotel
Park City UT 84060

12/21/21

1. If you are not the fee owner attach a copy of your authorization to pursue this action provided by the fee owner.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing the action.
3. 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
4. If a Home Owner's Association is the applicant than the representative/president must attach a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the City along with the statement that the vote meets the requirements set forth in the CC&Rs.

Please note that 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.

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

APPENDIX 6

15-3-6 Parking Ratio Requirements For Specific Land Use Categories

- A. **RESIDENTIAL USES**. Off-Street parking shall be provided for each land Use as listed in this section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure. Specific Uses, and the related parking ratio requirements are also shown below: Also refer to 15-15 Definitions for clarification of Uses.

RESIDENTIAL PARKING RATIO REQUIREMENTS		
USE		PARKING RATIO (NUMBER SPACES)
Accessory Apartment		1 per bedroom
Lockout Unit in Single Family and Duplex Dwellings		1 per bedroom
Single Family Dwelling		2 per Dwelling Unit
Duplex Dwelling		2 per Dwelling Unit (4 total)
Triplex Dwelling		2 per Dwelling Unit (6 total)
Multi-Unit Dwelling	Apartment/Condominium not greater than 1,000 sf floor Area	1 per Dwelling Unit
	Apartment/Condominium greater than 1,000 sf and less than 2,000 sf floor Area	1.5 per Dwelling Unit
	Apartment/Condominium 2,000 sf floor Area or greater	2 per Dwelling Unit
Dormitory		1 per 200 sf floor Area devoted to accommodations
Boarding House, Hostel		1 per 2 beds; and 1 per manager's unit
Secondary Living Quarters		1 per bedroom in addition to requirements for primary residence
Guest House		1 per Unit Parking for the first six (6) bedrooms is based on the parking requirement for the dwelling. An additional space is required for

		every additional two (2) bedrooms utilized by the Nightly Rental Use. Parking for Historic Structures may be allowed on the Street adjacent to the Property, if approved by the Planning, Engineering, and Building Department
Nightly Rental		

- B. **NON-RESIDENTIAL USES**. In non-residential projects, or for non-residential space associated with primarily residential Structures, the following parking requirements shall apply: Also refer to LMC Chapter 15-15, Definitions, for clarification of Uses.

NON-RESIDENTIAL PARKING RATIO REQUIREMENTS	
USES	PARKING RATIO REQUIREMENTS (NUMBER SPACES)
Group Care Facility	1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater
Child Care Center	1 per on-duty staff per shift and 1 per 6 children
Public and Quasi-Public Institution, church and school; Public Utility Uses; and Cemetery	1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 sf of floor Area, whichever is greater
Auditorium and Assembly Hall	1 space per every 5 seats
Bed and Breakfast Inn	1 space per bedroom and 1 space per on-duty manager
Hotel, Minor and Major	1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space
Offices, General	3 spaces per 1,000 sf of leasable floor Area
Offices, Intensive	5 spaces per 1,000 sf of leasable floor Area
Office and Clinic, Medical	5 spaces per 1,000 sf of leasable floor Area
Hospital, Limited Care	1 space per 2 beds
Hospital, General	3 spaces per bed
Automobile Sales/Rental	1 space per vehicle plus one space per employee
Financial Institution, with and without drive-up	3 spaces per 1,000 sf of net leasable floor Area
Retail & Service Commercial, Minor, Personal Service	3 spaces for each 1,000 sf of net leasable floor Area
Retail & Service Commercial, Major	5 spaces for each 1,000 sf of net leasable floor Area
Retail & Service, outdoor storage	3 spaces per 1,000 sf of inside net leasable floor Area
Retail & Service, Auto Related and Gas Stations	5 spaces per 1,000 sf of net leasable floor Area

Shopping centers or complexes of multi-tenant retail spaces	3.5 spaces per 1,000 sf of leasable floor Area, excluding corridors and service Areas not related to individual tenant retail spaces
Convenience Store, Support Commercial Uses	5 spaces per 1,000 sf of net leasable floor Area
Cafe/Deli	3 spaces per 1,000 sf of net leasable floor Area
Restaurant, Standard and Bar	1 space for every 100 sf of net leasable Area, including kitchen Areas
Restaurant, Outdoor Dining	Based on Site specific review at the time of CUP
Restaurant, With Drive-up	15 per 1,000 sf of net leasable floor Area
Light Industrial and Wholesale establishments	1 for every 2 employees in the largest shift plus 1 space for each vehicle used in conducting the business and wholesale, storage uses at 1 per 1,000 sf of floor Area and light manufacturing at 2.5 per 1,000 sf of floor Area
Temporary Improvement	1 per employee plus 2 guest spaces
Tramway Station/Ski Base Facility	See Chapter 8.20
Recreation Facility, Private or HOA	Minimum of 1 space per 4 persons maximum rated capacity
Recreation Facility, Public	1 space per 4 seats or 5 spaces per 1,000 sf of floor Area, or 1 per 3 persons rated capacity depending on type of facility
Indoor Entertainment, Theater	1 space per 4 seats or 5 spaces per 1,000 sf of floor Area depending on type of facility
Commercial Outdoor Recreation and Stables, Riding Academy	1 space per 3 persons maximum rated capacity
Master Planned Developments	As determined by Planning Commission based on proposed Uses
Mining Operations	2 spaces per 3 employees
Airports/Heliports	As determined by the Planning Commission based on traffic generation study

- C. **CALCULATION OF SPACES.** If a project incorporates two Uses, the Use requiring higher number of Parking Spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.

HISTORY

Adopted by Ord. [00-25](#) on 3/30/2000

Amended by Ord. [06-22](#) on 4/27/2006

Amended by Ord. [07-25](#) on 4/19/2007

Amended by Ord. [12-37](#) on 12/20/2012

15-3-7 Parking In Master Planned Developments And Conditional Use Permits

- A. In Master Planned Developments and in review of Conditional Use permits, the initial parking requirement is determined by referring to the requirements for the Use and the underlying zone. The Planning Commission may reduce this initial parking requirement to prevent excessive parking and paving. The Applicant must prove by a parking study that the proposed parking is adequate. The parking study must analyze whether:
1. parking Uses will overlap,
 2. commercial spaces within the project will serve those residing within the project rather than the general public,
 3. or other factors that support the conclusion that the project will generate less parking than this Code would otherwise require.
- B. Master Planned Developments with a parking demand of eight (8) or fewer Parking Spaces may not reduce required parking under any circumstance.
- C. See LMC Chapter 10, Master Planned Developments, for Parking Area Landscaping Requirements for MPDs.

HISTORY

Adopted by Ord. [00-25](#) on 3/30/2000

APPENDIX 7

Chapter 21A.44

OFF STREET PARKING, MOBILITY AND LOADING

21A.44.010: PURPOSE AND SCOPE:

- A. Purpose Statement: The regulations of this chapter are intended to promote the orderly use of land and buildings by identifying minimum and maximum standards for accessory parking and loading facilities that will promote safe and convenient vehicular transportation and movement of goods. These requirements are also intended to help lessen traffic congestion and promote public health and welfare through a cleaner environment by reducing the number of vehicle trips. Encouraging nonmotorized transportation and relating parking requirements to the local land use/transportation system are consistent with the objectives of this chapter.
- B. Intensification Of Use: When the intensity of any building, structure or premises is increased through the addition of dwelling units, gross floor area, seating capacity, or other units of measurement specified herein for required parking, additional parking shall be provided in the amount by which the requirements for the intensified use exceed those for the existing use.
- C. Change In Use: When the use of an existing building or structure is changed to a different type of use, parking shall be provided in the amount required for such new use. However, if an existing building or structure was established prior to the effective date hereof, any increase in required parking shall be limited to the amount by which the new use exceeds the existing use except in the downtown D-1, D-2 and D-3 districts where a change of use shall not require additional parking or loading facilities.
- D. Existing Parking And Loading Facilities: If parking and loading facilities are below these requirements, they shall not be further reduced.
- E. Voluntary Provision Of Additional Parking And Loading Facilities: The voluntary establishment of off street parking spaces in excess of the maximum allowable parking specified in this title shall not be permitted unless established through the transportation demand management standards found in section [21A.44.050](#) of this chapter. Voluntary establishment of loading facilities in excess of the requirements of this title to serve any use shall be permitted provided that all regulations herein governing the location, design and operation of such facilities are satisfied.
- F. Damage Or Destruction: For any conforming or nonconforming use which is involuntarily damaged or destroyed by fire, collapse, explosion or other cause, and which is reconstructed, reestablished or repaired, off street parking or loading facilities in compliance with the requirements of this chapter need not be provided, except that parking or loading facilities equivalent to any maintained at the time of such damage or destruction shall be restored or continued in operation. It shall not be necessary to restore or maintain parking or loading facilities in excess of those required by this title for equivalent new uses or construction.
- G. Submission Of A Site Plan: Any application for a building permit shall include a site plan, drawn to scale and fully dimensioned, showing any off street parking or loading facilities to be provided in compliance with this title.

H. **Parking Lots With Noncomplying Setbacks:** A parking lot existing prior to April 12, 1995, that is noncomplying with respect to landscaped setbacks, may be reconstructed, subject to the following requirements:

1. Compliance with subsection D of this section; and
2. Development shall be reviewed through the site plan review process to consider the feasibility of redesign of parking layout to provide required landscaped setbacks without a reduction in the number of existing parking spaces. (Ord. 62-13, 2013)

21A.44.020: GENERAL OFF STREET PARKING REGULATIONS:

- A. **Location Of Parking Spaces:** All parking spaces required to serve buildings or uses erected or established after the effective date hereof shall be located on the same lot as the building or use served, unless off site parking is approved as an alternative to the required parking spaces as specified in section [21A.44.040](#) of this chapter and allowed in the underlying zoning district.
- B. **Access:** All off street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with automobile, bicycle and pedestrian traffic movement. Parking lots in excess of five (5) spaces shall be designed to allow vehicles to enter and exit the lot in a forward direction. All vehicular access roads/driveways shall be maintained as hard surface.
- C. **Utilization Of Required Parking Spaces:** Except as otherwise provided in this section, required off street parking facilities provided for uses listed in section [21A.44.030](#) of this chapter shall be solely for the parking of passenger automobiles of guests, patrons, occupants, or employees of such uses.
- D. **Parking For Persons With Disabilities:** Any parking area to be used by the general public shall provide parking spaces designated and located to adequately accommodate persons with disabilities and these shall be clearly marked as such. Parking spaces for persons with disabilities shall be located in close proximity to the principal building. The designation of parking spaces for persons with disabilities shall constitute consent by the property owner to the enforcement of the restricted use of such spaces to motorists with disabilities by the city. Parking spaces for persons with disabilities shall conform to the standards of the Americans with disabilities act. The number of required parking spaces accessible to persons with disabilities shall be as follows:

Required Minimum Total In Parking Lot Spaces		Number Of Accessible Spaces
1 to 25		1
26 to 50		2
51 to 75		3
76 to 100		4
101 to 150		5

151 to 200		6
201 to 300		7
301 to 400		8
401 to 500		9
501 to 1,000		2 percent of total
1,001 and over		20, plus 1 for each 100 over 1,000

E. Off Street Parking Dimensions:

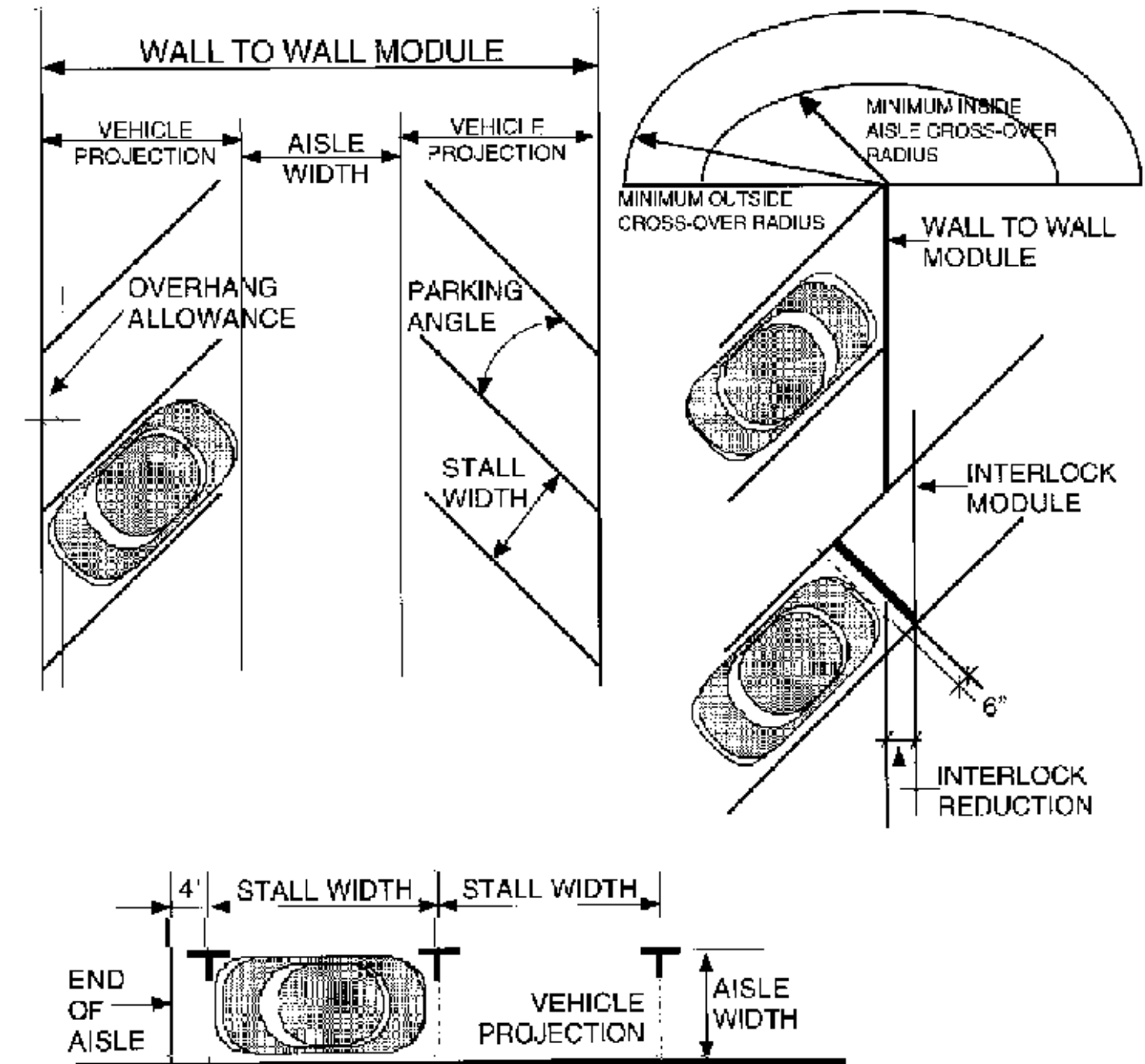
1. The dimensions for parking spaces and associated aisles are established by the transportation division and are set forth in table 21A.44.020 of this section.
2. The following modifications and additions to the dimensions set forth in table 21A.44.020 of this section shall apply:
 - a. Parking spaces located adjacent to walls or columns shall be one foot (1') wider to accommodate door opening clearance and vehicle maneuverability;
 - b. Requests for parking angles other than those shown on table 21A.44.020 of this section (including parking angles between 0 degrees and 45 degrees, and between 75 degrees and 90 degrees) may be approved by the city transportation director;
 - c. If a public alley is used as a parking aisle for single-family dwellings, two-family dwellings or twin homes, additional space shall be required on the lot to provide the full width of aisle as required on table 21A.44.020 of this section. The parking design for all other uses shall not require backing into an alley or right of way;
 - d. The dimensions of parking spaces in a valet attended parking lot can be modified with approval of the city transportation director; and
 - e. Parking spaces in an automated parking garage are exempt from the off street parking dimensions found in this subsection provided the design of the automated parking garage has been approved by the city transportation director.

TABLE 21A.44.020
OFF STREET PARKING DIMENSIONS

Parking Angle	Stall Width	Vehicle Projection	Aisle Width	Wall To Wall Module Width	Interlock Reduction	Overhang Allowance
0	22'0"	8'3"	12'8"	29'2"	0'0"	2'0"
45	8'3"	16'10"	14'11"	48'7"	2'3"	2'0"
50	8'3"	17'5"	15'6"	50'4"	2'0"	2'0"
55	8'3"	17'11"	16'2"	52'0"	1'10"	2'1"
60	8'3"	18'3"	16'10"	53'4"	1'7"	2'2"
65	8'3"	18'6"	17'9"	54'9"	1'4"	2'3"

Parking Angle	Stall Width	Vehicle Projection	Aisle Width	Wall To Wall Module Width	Interlock Reduction	Overhang Allowance
70	8'3"	18'7"	18'7"	55'9"	1'1"	2'4"
75	8'3"	18'6"	20'1"	57'1"	0'10"	2'5"
90	8'3"	17'6"	24'10"	59'10"	0'0"	2'6"
0	22'0"	8'6"	11'11"	28'11"	0'0"	2'0"
45	8'6"	16'10"	14'2"	47'10"	2'3"	2'0"
50	8'6"	17'5"	14'9"	49'7"	2'0"	2'0"
55	8'6"	17'11"	15'5"	51'3"	1'10"	2'1"
60	8'6"	18'3"	16'1"	52'7"	1'7"	2'2"
65	8'6"	18'6"	17'0"	54'0"	1'4"	2'3"
70	8'6"	18'7"	17'10"	55'0"	1'1"	2'4"
75	8'6"	18'6"	19'4"	56'4"	0'10"	2'5"
90	8'6"	17'6"	24'1"	59'1"	0'0"	2'6"
0	22'0"	8'9"	10'8"	28'2"	0'0"	2'0"
45	8'9"	16'10"	13'5"	47'1"	2'3"	2'0"
50	8'9"	17'5"	14'0"	48'10"	2'0"	2'0"
55	8'9"	17'11"	14'8"	50'6"	1'10"	2'1"
60	8'9"	18'3"	15'4"	51'10"	1'7"	2'2"
65	8'9"	18'6"	16'3"	53'3"	1'4"	2'3"
70	8'9"	18'7"	17'1"	54'3"	1'1"	2'4"
75	8'9"	18'6"	18'7"	55'7"	0'10"	2'5"
90	8'9"	17'6"	23'4"	58'4"	0'0"	2'6"
0	22'0"	9'0"	9'5"	27'5"	0'0"	2'0"
45	9'0"	16'10"	12'6"	46'4"	2'3"	2'0"
50	9'0"	17'5"	13'3"	48'1"	2'0"	2'0"
55	9'0"	17'11"	13'11"	49'9"	1'10"	2'1"
60	9'0"	18'3"	14'7"	51'1"	1'7"	2'2"
65	9'0"	18'6"	15'6"	52'6"	1'4"	2'3"
70	9'0"	18'7"	16'4"	53'6"	1'1"	2'4"
75	9'0"	18'6"	17'10"	54'10"	0'10"	2'5"
90	9'0"	17'6"	22'7"	57'7"	0'0"	2'6"

OFF STREET PARKING DIMENSIONS



F. Design And Maintenance: Parking lots shall be designed to ensure safe and easy ingress, egress and movement through the interior of the lot. The number of curb cuts onto major roads should be minimized. Shared access driveways between adjacent sites are encouraged. Parking lot islands should be provided on the interior of the parking lot to help direct traffic flow and to provide landscaped areas within such lots.

1. Design Elements: Parking lots shall be designed in accordance with applicable city codes, ordinances and guidelines with respect to:
 - a. Minimum distances between curb cuts;
 - b. Proximity of curb cuts to intersections;
 - c. Provisions for shared driveways;
 - d. Location, quantity and design of landscaped islands; and
 - e. Design of parking lot interior circulation system.
2. Plan: The design of parking facilities shall be subject to the approval of the development review team and shall conform to the standards developed by the city transportation director.
3. Landscaping And Screening: Landscaping and screening shall be provided in accordance with the requirements of [chapter 21A.48](#) of this title.
4. Lighting: Where a parking area or parking lot is illuminated, direct rays of light shall not shine into adjoining property or into a street.
5. Signs: Accessory signs shall be permitted on parking areas in accordance with the provisions specified in chapter 21A.46 of this title.
6. Parking Lot Surface: All open parking areas or lots shall be improved and maintained as hard surface.
7. Driveway Standards: In addition to further restrictions elsewhere in this title or [title 12](#), "Vehicles And Traffic", of this code, the following standards shall apply to driveways:
 - a. Driveway Location:
 - (1) Nonresidential Districts: For lots in nonresidential districts with a width of less than one hundred feet (100'), only one curb cut shall be allowed per street frontage. For lots in nonresidential districts with a width of one hundred feet (100') or greater, more than one curb cut shall be allowed per street frontage provided they are at least one hundred feet (100') apart.
 - (2) Residential Districts: With the exception of legal shared driveways, driveways shall be at least six feet (6') from abutting property lines, twenty feet (20') from street corner property lines and five feet (5') from any public utility infrastructure such as power poles, fire hydrants and water meters. Except for entrance and exit driveways leading to properly located parking areas, no curb cuts or driveways are permitted.
 - b. Driveway Widths: In front and corner side yards, driveway widths shall not exceed twenty two feet (22') in SR-1 and SR-3 residential districts or sixteen feet (16') in the MH district. In all other districts, the driveways in front and corner side yards shall have a minimum single lane driveway width of twelve feet (12') and shall not exceed thirty feet (30') in width.
 - c. Shared Driveways: Shared driveways, where two (2) or more properties share one driveway access, may be permitted by the development review team.
 - d. Circular Driveways: Circular driveways that connect to a driveway extending to a legal parking location shall be constructed of concrete, brick pavers, block or other hard surface material other than impermeable asphalt. The circular driveway shall be situated such that the street front edge is situated parallel to the property line and shall not be used for overnight parking. In residential districts, circular driveways shall be set back at least fifteen feet (15') from the front property line

no wider than twelve feet (12') in width. In commercial districts, circular driveways shall be set back at least five feet (5') from the property line and no wider than twenty feet (20') in width.

- e. Driveway Surface: All driveways providing access to parking areas or lots shall be improved and maintained as hard surface.
 - f. Exceptions: Exceptions to these standards may be approved by the development review team through the site plan review process, based on the slope of the roadway or lot and location of drive approaches serving abutting properties.
8. Pedestrian Access: All surface parking lots for nonresidential uses shall provide a clear pedestrian pathway from the parking lot to the entry of the building and the public sidewalk. The pedestrian pathway should be clearly marked with pavement marking, landscaping, change in surface material, curb separation or grade separation.
9. Vehicle And Equipment Storage: In CG, M-1, M-2 and EI zoning districts, vehicle and equipment storage without hard surfacing may be allowed as a special exception provided:
- a. The lot is used for long term vehicle storage, not for regular parking and/or maneuvering.
 - b. The vehicles stored are large and/or on tracks that could destroy normal hard surfacing.
 - c. The parking surface is compacted with six inches (6") of road base and other semihard material with long lasting dust control chemical applied annually.
 - d. A hard surfaced wash bay is installed to wash wheels to prevent tracking of mud and sand onto the public way.
 - e. A minimum of fifty feet (50') paved driveway from the public street property line is provided.
 - f. City transportation director's approval.
- G. Parking For Low Density Residential Districts: The following regulations shall apply to single-family detached, single-family attached and two-family dwellings in the FP, FR-1/43,560, FR-2/21,700, FR-3/12,000, R-1/12,000, R-1/7,000, R-1/5,000, SR-1, SR-3 and R-2 districts:
1. Parking spaces satisfying the requirements of section [21A.44.030](#) of this chapter shall be located only in an interior side yard or a rear yard unless approved as a special exception in accordance with subsection [21A.44.060B](#) of this chapter.
 2. The provisions of parking spaces elsewhere on the lot shall conform to the other applicable requirements of this chapter. Requirements for garages shall be as specified in chapter 21A.40 of this title.
 3. No park strip shall be used for parking.
 4. A maximum of four (4) outdoor parking spaces shall be permitted per lot. Recreational vehicle parking, where permitted, shall be included in this maximum.
- H. Legalization Of Converted Garages And Associated Front Yard Parking In Residential Zoning Districts: The intent of this section is to facilitate the legalization of attached garages that have been converted to living space without building permits and without replacing parking in a legal location on the lot. Attached garages converted prior to April 12, 1995, including the associated front yard parking, may be legalized subject to obtaining a building permit for all building modifications associated with converting the garage to living space. The building services division shall inspect the conversion for substantial life safety compliance. Additional requirements include the following:

1. The driveway leading to the converted garage shall not be removed without replacing the same number of parking spaces in a location that is authorized by this title.
2. The driveway shall not be wider than the original garage unless a permit is issued to extend a driveway into the side or rear yard for additional parking. No other portion of the front yard may be used for parking.
3. Parking on the driveway in the front yard is restricted to passenger vehicles only.

I. Short Term Parking Provisions For The D-1, D-2 Or D-3 District:

1. Intent: The intent of this subsection is to establish short term parking requirements within the Main Street retail core area and to limit required parking increases resulting from a change in use.
2. Applicability: The regulations of this subsection shall apply to parking structures or lots located within, or partially within, the Main Street retail core area, as defined in chapter 21A.30 of this title. These regulations shall also apply to parking structures or lots established to serve uses located wholly or partially within the area defined in chapter 21A.30 of this title. The regulations of this subsection shall apply to all uses in the D-1, D-2 and D-3 districts.
3. Short Term Parking Requirements: That number of parking spaces required to serve retail goods or retail service establishments located within the Main Street retail core area shall be designated as short term parking spaces (i.e., for less than 1 day). These spaces shall be at the retail level (not necessarily the ground level) of a parking structure, or the spaces closest to the retail use shall be designated for short term parking.
4. Change Of Use: Any legally established use in the D-1, D-2 or D-3 district may be changed to any other legal use without providing any additional off street parking, provided that the change of use does not require any expansion to the existing principal structure greater than one thousand (1,000) square feet.

J. Recreational Vehicle Parking: The parking of recreational vehicles shall conform to the standards set forth below:

1. Standards:
 - a. Recreational vehicle parking spaces shall be in addition to, and not in lieu of, other required off street parking spaces.
 - b. Recreational vehicle parking is prohibited in the front yard.
 - c. Recreational vehicle parking is permitted in any enclosed structure conforming to building code and zoning requirements for the zoning district in which it is located.
 - d. Recreational vehicle parking in side or rear yards may be permitted subject to the following conditions:
 - (1) Recreational vehicle parking permitted for each residence shall be limited to one motor home or travel trailer and a total of two (2) recreational vehicles of any type;
 - (2) Recreational vehicles may be parked in the rear yard only on an adequate hard surfaced pad with access provided by either a hard surfaced driveway, hard surfaced drive strips or an access drive constructed of turf block materials with an irrigation system; and
 - (3) Recreational vehicle parking shall be allowed in side yards only if the rear yard cannot be accessed, and in a side yard other than the driveway side yard only if the driveway side yard

cannot be used for such additional parking. The existence of a fence or other structure which is not part of a building shall not constitute a lack of rear yard access. Topographical factors, the existence of mature trees or the existence of properly permitted and constructed structures precluding rear yard parking is sufficient to establish a lack of rear yard access.

(4) Side yard parking shall only be permitted subject to the following conditions:

(A) The parking area for the recreational vehicle must be a hard surface of either concrete, asphalt, or turf block;

(B) The recreational vehicle parking space shall not interfere with access to other required parking for the structure;

(C) Access to the recreational vehicle parking from the existing driveway on the property shall have an access taper from the existing driveway and be hard surfaced;

(D) The access or transition area from the existing driveway to the recreational vehicle parking space shall not be used for any parking;

(E) The recreational vehicle parking space shall be screened from the front or street side at the setback line of the existing principal building with a six foot (6') high sightproof fence with a gate for access; and

(F) The recreational vehicle parking space shall be screened on the side yard with a six foot (6') high sightproof fence or equivalent vertical vegetation.

(5) No parked recreational vehicle shall be used for storage of goods, materials or equipment other than those which are customarily associated with the recreational vehicle.

(6) All recreational vehicles must be stored in a safe and secure manner. Any tie downs, tarpaulins or ropes must be secured from flapping in windy conditions.

(7) Recreational vehicles shall not be occupied as a dwelling while parked on the property. (Ord. 62-13, 2013)

21A.44.030: NUMBER OF OFF STREET PARKING SPACES REQUIRED:

A. Parking Requirements For Passenger Vehicles:

1. Minimum Number Of Spaces: The minimum number of off street parking spaces provided shall be in accordance with subsection G, "Minimum Off Street Parking Requirements", of this section unless otherwise specified elsewhere in this chapter.

2. Maximum Number Of Spaces: The maximum number of off street parking spaces provided shall be in accordance with subsection H, "Maximum Off Street Parking Allowance", of this section unless otherwise specified elsewhere in this chapter.

3. General Parking Calculation Regulations:

a. Parking space requirements based on the number of employees or users shall be based on the maximum number of employees or users on the premises at any one time.

b. When determination of the number of off street parking spaces required by this title results in a requirement of a fractional space, any fraction of less than one-half ($\frac{1}{2}$) may be disregarded, while a fraction of one-half ($\frac{1}{2}$) or more, shall be counted as one parking space.

- c. Parking spaces designed exclusively for motorcycles, scooters and other two (2) wheeled automobiles shall not count toward the required number of parking spaces.
 - d. Parking spaces intended for storage of business related vehicles, such as fleet vehicles or delivery vehicles in commercial, manufacturing and special purposes districts, shall not count toward the required number of parking spaces.
- B. **Determination Of Required Number Of Parking Spaces For Uses Not Specified Herein:** In the event this title does not specify the number of parking spaces for a specific use, the Zoning Administrator shall determine the number of spaces required. In making this determination, the Zoning Administrator shall consider the following criteria:
- 1. The number of parking spaces required for a use listed in table 21A.44.030 of this section that is the most similar to the proposed use in terms of the parked vehicles that are anticipated to be generated;
 - 2. The square footage to be occupied by the proposed use; and
 - 3. The number of employees and patrons that are anticipated for the proposed use.
- C. **Exemption From Calculation Of Required Parking Spaces:** Nonresidential uses in buildings less than one thousand (1,000) square feet and located on a lot in the commercial districts or the D-2 and D-3 Downtown Districts shall be exempt from the requirement of providing off street parking. The exemption shall be applied to the land use on the lot requiring the fewest number of spaces. Only one exemption shall be allowed per lot.
- D. **Alternative Parking Requirements:** An alternative means of meeting the parking requirements of this section can be used as outlined in section [21A.44.040](#) of this chapter.
- E. **Reductions To The Number Of Required Parking Spaces:** The number of required parking spaces may be reduced as provided in section [21A.44.040](#) of this chapter.
- F. **Transportation Demand Management:** For all uses requiring at least ten (10) parking spaces, the minimum and maximum parking requirements can be modified as outlined in section [21A.44.050](#) of this chapter.
- G. **Minimum Off Street Parking Requirements:**
- 1. **Applicability:** Unless otherwise regulated in the special provisions in subsection G2 of this section, each principal building or use shall provide the minimum number of parking spaces as outlined in table 21A.44.030 of this section:

TABLE 21A.44.030
SCHEDULE OF MINIMUM
OFF STREET PARKING REQUIREMENTS³

Residential:	
Bed and breakfast establishment	1 parking space per room

Community correctional facility	1 parking space for each 4 residents and 1 parking space for every 2 support staff present during the busiest shift
Eleemosynary facility	1 parking space for each family, plus 1 parking space for every 4 individual bedrooms, plus 1 parking space for every 2 support staff present during the busiest shift
Fraternity, sorority or dormitory	1 parking space for each 2 residents, plus 1 parking space for each 3 full time employees. Note: The specific college or university may impose additional parking requirements
Group home	2 parking spaces per home and 1 parking space for every 2 support staff present during the busiest shift
Multiple-family dwellings ¹	2 parking spaces for each dwelling unit containing 2 or more bedrooms 1 parking space for 1 bedroom and efficiency dwelling ¹ / ₂ parking space for single room occupancy dwellings (600 square foot maximum)
Rooming house	1 parking space for each 2 persons for whom rooming accommodations are provided
Single-family attached dwellings (row house and townhouse) and single-family detached dwellings ²	2 parking spaces for each dwelling unit
Two-family dwellings and twin home dwellings	2 parking spaces for each dwelling unit
Institutional:	
Assisted living facility	1 parking space for each 4 employees, plus 1 parking space for each 6 infirmary or nursing home beds, plus 1 parking space for each 4 rooming units, plus 1 parking space for each 3 dwelling units
Auditorium; accessory to a church, school, university or other institution	1 space for each 5 seats in the main auditorium or assembly hall
Daycare, child and adult	2 spaces per 1,000 square feet of usable floor area
Funeral services	1 space per 4 seats in parlor plus 1 space per 2 employees plus 1 space per vehicle used in connection with the business
Homeless resource center	1 parking space for every 10 beds
Homeless shelter	1 parking space for every 10 beds
Hospital	1.5 parking spaces per hospital bed
Places of worship	1 parking space per 1,000 square feet of seating or congregation

		area
	Schools:	
	K - 8th grades	1 parking space for each 3 faculty members and other full time employees
	Senior high school	1 parking space for each 3 faculty members, plus 1 parking space for each 3 full time employees, plus 1 parking space for each 10 students
	College/university, general	1 parking space for each 3 faculty members, plus 1 parking space for each 3 full time employees, plus 1 parking space for each 10 students
	Vocational/trade school	1 space per 1 employee plus 1 space for each 3 students based on the maximum number of students attending classes on the premises at any time
	Recreation, cultural, and entertainment:	
	Art gallery/museum/house museum	1 space per 1,000 square feet of usable floor area
	Baseball or soccer field	10 spaces per field
	Bowling alley	2 spaces per lane plus 1 space for every 2 employees
	Club/lodge	3 spaces per 1,000 square feet of usable floor area
	Dance/music studio	1 space for every 1 employee
	Gym/health club/recreation facilities	3 spaces per 1,000 square feet of usable floor area
	Library	1 space per 1,000 square feet of usable floor area
	Sports arena/stadium	1 space per 1,000 square feet of seating area
	Swimming pool, skating rink or natatorium	1 space per 5 seats and 3 spaces per 1,000 square feet of usable floor area
	Tennis court	2 spaces per court
	Theater, movie and live	1 space per 4 seats
	Commercial/manufacturing:	
	Artisan food production	2 spaces per 1,000 square feet of usable floor area
	Bus facility, intermodal transit passenger hub	1 space per 2 employees plus 1 space per bus
	Commercial food preparation	2 spaces per 1,000 square feet of usable floor area
	Durable goods, furniture, appliances, etc.	1 space per 500 square feet of usable floor area
	General manufacturing	1 space per 3 employees plus 1 space per company vehicle

Hotel or motel	1 parking space for each 2 separate rooms
Radio/TV station	3 spaces per 1,000 square feet of usable floor area
Warehouse	2 spaces per 1,000 square feet of usable floor area for the first 10,000 square feet plus $\frac{1}{2}$ space per 2,000 square feet for the remaining space. Office area parking requirements shall be calculated separately based on office parking rates
Wholesale distribution	1 space per 1,000 square feet of usable floor area for the first 10,000 square feet, plus $\frac{1}{2}$ space per 2,000 square feet of floor area for the remaining space. Office area parking requirements shall be calculated separately based on office parking rates
Retail goods and services:	
Auto repair	1 space per service bay plus 3 spaces per 1,000 square feet for office and retail areas
Car wash	3 stacked spaces per bay or stall, plus 5 stacking spaces for automated facility
Drive-through facility	5 stacking spaces on site per cashier, teller or similar employee transacting business directly with drive-through customers at any given time in addition to the parking required for that specific land use
Outdoor display of merchandise for sale	1 parking space per 1,000 square feet of display area
Restaurants, taverns and bar establishments	2 spaces per 1,000 square feet of usable floor area
Retail goods establishment	2 spaces per 1,000 square feet of usable floor area
Retail service establishment	2 spaces per 1,000 square feet of sales floor area
Retail shopping center over 55,000 square feet usable floor area	2 spaces per 1,000 square feet of usable floor area
Office and related uses:	
Financial establishments	2 spaces per 1,000 square feet of usable floor area
General office	3 spaces per 1,000 square feet of usable floor area for the main floor plus $1\frac{1}{4}$ spaces per 1,000 square feet of usable floor area for each additional level, including the basement
Laboratory	2 spaces per 1,000 square feet of usable floor area for the first 10,000 square feet plus $\frac{1}{2}$ space per 2,000 square feet for the remaining space. Office area parking requirements shall be calculated separately based on office parking rates
Medical/dental offices	5 spaces per 1,000 square feet of usable floor area

Miscellaneous:	
Kennels or public stables	1 space per 2 employees
All other uses	3 spaces per 1,000 square feet of usable floor area

Notes:

1. Minimum parking requirements for affordable housing and senior housing: Buildings that have 10 or more residential units with at least 25 percent of the units as either affordable or senior housing shall be allowed to have a minimum of $\frac{1}{2}$ of a parking space provided for each dwelling unit.
2. For specific parking requirements for accessory dwelling units, see section [21A.40.200](#) of this title.
3. Requirements for buildings with more than 1 use shall be calculated separately for individual primary use as required and then combined.

2. District Specific Minimum Requirements:

TABLE OF DISTRICT SPECIFIC
MINIMUM OFF STREET PARKING REQUIREMENTS

District	Land Use	Minimum
D-1, D-2, D-4	Residential	$\frac{1}{2}$ space per dwelling unit
	Nonresidential	No spaces required up to 25,000 square feet usable floor area. 1 space per 1,000 usable square feet over 25,000 square feet thereafter
D-3, GMU	Residential	$\frac{1}{2}$ space per dwelling unit. 1 space per single-family, two-family and twin home dwellings
	Nonresidential	No spaces required up to 10,000 square feet usable floor area. 1 space per 1,000 usable square feet over 10,000 square feet thereafter
TSA core	All uses	No spaces required
TSA transition	All uses	50% of required in table 21A.44.030 of this section minimum requirements
FB-SC	All uses	No spaces required
FB-SE	All uses	50% of required in table 21A.44.030 of this section minimum requirements
FB-UN	All uses	No spaces required
MU, R-MU	Residential	$\frac{1}{2}$ space per multi-family dwelling unit. 1 space per single-family, two-family and twin home dwellings
R-MU-35	Residential	1 space per dwelling unit
R-MU-45	Residential	1 space per dwelling unit

CB	Residential	1 space per dwelling unit
CN	Residential	1 space per dwelling unit
SR-3	Residential	1 space per dwelling unit

Note: Any use or district not listed in this "Table Of District Specific Minimum Off Street Parking Requirements", of this section will refer to the minimum requirement in table 21A.44.030 of this section.

H. Maximum Off Street Parking Allowance:

1. Applicability: For zones not listed in the "Table Of District Specific Maximum Parking Allowance", of this section the number of parking spaces allowed shall be twenty five percent (25%) greater than the minimum found in table 21A.44.030 of this section. Formula: $0.25 \times \text{Minimum} + \text{Minimum} = \text{Maximum}$.

2. District Specific Maximum Allowance:

TABLE OF DISTRICT SPECIFIC
MAXIMUM PARKING ALLOWANCE

District	Land Use	Maximum
D-1, D-2, D-4	Residential	Equivalent to minimum
	Nonresidential ¹	Up to 25 spaces for first 25,000 square feet. No more than 1 space per 1,000 square feet thereafter
D-3, G-MU	Residential	Equivalent to minimum
	Nonresidential	Up to 10 spaces for first 10,000 square feet. No more than 1 space per 1,000 square feet thereafter
TSA Core	Residential	1 space per dwelling unit
	Nonresidential	3 spaces for every 1,000 usable square feet
TSA Transition	Residential	1 ¹ / ₂ spaces per dwelling unit
	Nonresidential	3 spaces for every 1,000 usable square feet
FB-SC, FB-SE ²	All uses	The maximum parking allowance is equal to the minimum off street parking requirements found in this section
FB-UN	All uses	The maximum parking allowance is equal to the minimum off street parking requirements found in this section
M-1, M-2, BP, Airport	All uses	No maximum for any property located west of the centerline of Redwood Road

Qualifying provisions:

1. An office use to accommodate government prosecutorial and civil legal services on a parcel located within 500 feet of a parcel on which a State courthouse is located may have a maximum of 2.7 parking spaces per 1,000 square feet of usable floor area, but not more than 300 spaces for a building of any size.
2. Parking in excess of the maximum allowed may be granted as a special exception subject to the special exception standards in chapter 21A.52 of this title. The maximum parking requirement does not apply to parking structures or garages that serve multiple parcels or uses or structures that provide off site parking.

Note: With the exception of the zones listed in the "Table Of District Specific Maximum Parking Allowance", of this section, single-family and two-family residential uses are limited to 4 outdoor off street parking spaces, including parking for recreational vehicles as identified in subsection [21A.44.020](#)G of this chapter.

(Ord. 23-18, 2018: Ord. 60-17, 2017: Ord. 47-17, 2017: Ord. 23-16, 2016: Ord. 7-16, 2016: Ord. 71-15, 2015: Ord. 70-15, 2015: Ord. 66-13, 2013: Ord. 62-13, 2013)

21A.44.040: ALTERNATIVE PARKING REQUIREMENTS AND OFF STREET PARKING REDUCTIONS:

A. Purpose And Scope: The number of required off street parking spaces may be met via alternative means or reduced in some circumstances. Alternatives and reductions help prevent land from being devoted unnecessarily to parking spaces when other parking solutions respond better to the parking needs of the use of the property, the enjoyment of neighboring property rights and the general neighborhood compatibility. These options are intended to allow satisfying a portion of parking requirements by means other than on site parking or by reducing the number of required parking spaces when there is documentation that actual parking demand is less than the number required by section [21A.44.030](#), table [21A.44.030](#) of this chapter.

B. Permitted Parking Alternatives And Reductions:

1. Shared Parking: Where multiple uses share the same off street parking facilities, reduced total demand for parking spaces may result due to differences in parking demand for each use during the course of the day. The following schedule of shared parking is provided indicating how shared parking for certain uses can be used to reduce the total parking required for shared parking facilities:

TABLE 21A.44.040B
SCHEDULE OF SHARED PARKING

General Land Use Classification	Weekdays			Weekends		
	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight
College and university	0%	100%	50%	5%	50%	50%
Community centers	0%	30%	75%	0%	100%	80%

Hotel	100%	65%	100%	100%	65%	100%
Office and industrial	5%	100%	5%	0%	5%	0%
Place of worship	0%	30%	50%	0%	100%	75%
Residential	100%	50%	80%	100%	75%	75%
Restaurant	10%	70%	100%	25%	50%	100%
Retail/service	0%	100%	80%	0%	100%	75%
Schools, elementary and secondary	5%	100%	75%	0%	25%	10%
Theater/entertainment	5%	40%	100%	5%	75%	100%

- a. Determining The Total Requirements For Shared Parking Facilities: For each applicable general land use category, calculate the number of spaces required for a use if it were the only use (refer to section [21A.44.030](#), table [21A.44.030](#) of this chapter). Use those figures for each land use to calculate the number of spaces required for each time period for each use (6 time periods per use). For each time period, add the number of spaces required for all applicable land uses to obtain a grand total for each of the six (6) time periods. Select the time period with the highest total parking requirement and use that total as the shared parking requirement.
 - b. Location For Shared Parking: Shared parking spaces must be within five hundred feet (500') of the primary entrance of all uses served unless remote parking shuttle bus service is provided.
 - c. Agreement For Shared Parking: A shared parking plan will be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record must be submitted to the zoning administrator and it must be recorded by the applicant in a form established by the city attorney. If building permits are required for the development, recordation of the agreement must take place before building permit issuance for any use utilizing the shared parking. A shared parking agreement may be revoked only if all required off street parking spaces will be provided in accordance with section [21A.44.030](#) of this chapter.
2. Off Site Valet Parking: The zoning administrator may approve valet parking as a means of satisfying otherwise applicable off street parking requirements as required by section [21A.44.030](#) of this chapter if:
 - a. Adequate assurances are provided attesting to the continued operation of the valet parking, such as a long term contract with a provider or a contract for lease of off site parking spaces;
 - b. The design of the valet parking does not cause customers who do not use the valet services to park off the premises or cause queuing in the right of way; and
 - c. The valet parking service is conspicuously posted outside the establishment and near the main entrance.
 3. Modification Of Parking Geometries: The zoning administrator may authorize parking geometry configurations other than those normally required by city code or policy if such parking geometries have been approved, and the reasons therefor explained in writing, by the city transportation director. In no case shall parking geometry modifications be allowed if they would in any way impact spaces designated for person with disabilities.

4. Use Of Excess Parking In Park And Ride Lots: Park and ride lots that are not used to capacity may be used for a new development's required parking provided that the lot is within one thousand feet (1,000') of the development and the applicant can demonstrate to the zoning administrator's satisfaction that the lot is underutilized and that use of the excess parking spaces will not interfere with the park and ride use of the lot. An agreement between the property owners of the development and the park and ride lot is required and a copy of the agreement shall be submitted to the zoning administrator and recorded by the applicant in a form established by the city attorney.
5. Off Site Parking Facilities: Off site parking facilities under shared ownership or through a lease agreement may, in districts where they are specifically allowed as permitted or conditional uses, be used to satisfy the requirements of this title for off street parking, subject to the following requirements:
 - a. The maximum distance between the proposed use and the closest point of the off site parking facility shall not exceed one thousand feet (1,000'). However, in the D-1 district, such distance shall not exceed one thousand two hundred feet (1,200').
 - b. Projects requiring off site, shared, and/or alternative parking in areas of the city where a UI zoning district abuts a D-1 district, the following apply:
 - (1) For a project located within a UI district, the area available for off site, shared, and/or alternative parking shall not exceed five hundred feet (500') within the UI district unless the D-1 district is located within one thousand two hundred feet (1,200'), in which case the area available for off site, shared, and/or alternative parking may extend up to one thousand two hundred feet (1,200') from the project in the direction of the D-1 district;
 - (2) For a project located within a D-1 district, the area available for off site, shared, and/or alternative parking shall not exceed one thousand two hundred feet (1,200'); however, if the UI district is located within one thousand two hundred feet (1,200'), the area available for off site, shared, and/or alternative parking shall not extend into the UI district more than five hundred feet (500');
 - (3) The maximum distance between the proposed use and the off site, shared, and/or alternative parking shall be measured radially from the closest property line of the proposed use to the closest property line of the off site, shared, and/or alternative parking;
 - (4) Parking spaces shall not be counted more than once in off site, shared, and/or alternative parking plans for different facilities, except where different plans comply with off site, shared, and/or alternative parking regulations due to hours of operation, days of usage, or other reasons.
 - c. Off site parking to support uses in the CB, CN, RB, MU, R-MU, R-MU-35 and R-MU-45 zones or a legal nonconforming use in a residential zone need not comply with the maximum five hundred foot (500') distance limitation, provided the applicant can demonstrate that a viable plan to transport patrons or employees has been developed. Such plans include, but are not limited to, valet parking or a shuttle system. After July 31, 2008, no new off site parking facilities may be created in any residential zoning district, except in the RB, RO, R-MU, R-MU-35 and R-MU-45 zoning districts. The zoning administrator has the authority to make discretionary decisions concerning the provisions of section [21A.44.030](#), table [21A.44.030](#) of this chapter when actual data is presented which supports a change in the parking requirement. The zoning administrator may require a traffic and/or parking impact study in such matters.
 - d. Off site parking facilities shall be under the same ownership or leasehold interest as the lot occupied by the building or use to which the parking facilities are accessory. Private possession of off street parking facilities may be either by deed or by long term lease. The deed or lease shall require the owner and/or heirs, successors or assigns to maintain the required number of parking facilities through contract for the duration of five (5) years. The city shall be notified when the

contract is terminated. If for any reason the lease is terminated during the five (5) year minimum contractual period, the lessee shall either replace the parking being lost through the terminated lease, or obtain approval for alternative parking requirements. Pursuant to obtaining a building permit or conditional use approval, documentation of the off site parking facility shall be recorded against both the principal use property and the property to be used for off site parking.

6. On Street Parking: In all zoning districts other than single- or two-family residential districts, credit for on street parking shall be allowed to satisfy some or all off street parking required in section [21A.44.030](#) of this chapter. For single- and two-family uses, regardless of the underlying zoning district, on street parking cannot be used to satisfy required off street parking. On street parking cannot be used to satisfy ADA required parking. Such credit shall require site plan review approval and shall meet the following requirements:

- a. Parking must be permitted without time restrictions along the streets to be used;
- b. All on street parking facilities shall be designed in conformance with the standards established by the city transportation director;
- c. Prior to approving any requests for on street parking, the zoning administrator, in consultation with the city transportation director, shall determine that the proposed on street parking will not materially adversely impact traffic movements and related public street functions; and
- d. Credit for on street parking shall be limited to the number of spaces provided along the street frontage adjacent to the use.

7. Parking Exemptions For Proximity To Mass Transit: For any new multi-family residential, commercial, office or industrial development within one-fourth ($\frac{1}{4}$) mile of a fixed transit station, the minimum number of parking spaces required according to section [21A.44.030](#) of this chapter can be reduced by fifty percent (50%).

8. Parking Exemptions For Pedestrian Friendly Development:

- a. Applicability: Any business located in the CB, CN, RB, MU, R-MU, R-MU-35 and R-MU-45 zoning districts and classified in section [21A.44.030](#), table [21A.44.030](#) of this chapter as "recreational, cultural or entertainment" or as "retail goods and services" may be granted a partial exemption from the off street parking requirements to the extent authorized below and provided the requirements of this subsection are met.
- b. Pedestrian Friendly Amenities: For any business that has pedestrian friendly amenities, such as bike racks, baby buggy parking areas, benches or other similar pedestrian oriented amenities, which are located within one hundred feet (100') of the entrance to the business, either on public or private property, the first two thousand five hundred (2,500) square feet of the building area shall be excluded from parking calculations and exempt from parking requirements. Any such pedestrian oriented amenities must be permanently affixed to the property and shall be installed and maintained at the property owner or business owner's expense. Any pedestrian oriented amenities to be located on public property may only be installed pursuant to authorization granted by the city, and upon proof of adequate insurance coverage to protect the city from liability.
- c. Time Limited: For any business which meets the criteria set forth in subsection B8b of this section, and which also has time limited on street parking of two (2) hours or less within one hundred feet (100') of the entrance to the business, an additional one thousand (1,000) square feet of the building area shall be excluded from parking calculations and exempt from parking requirements. Any request to change unlimited on street parking to time limited on street parking must be reviewed and approved by the city transportation director.
- d. Angular Parking: For any business which meets the criteria set forth in subsection B8b of this section and which also has angular parking spaces which provide traffic calming and provide

shorter unprotected crossing distances by narrowing the roadway within one hundred feet (100') of the entrance to the business, an additional one thousand (1,000) square feet of building area shall be excluded from parking calculations and exempt from parking requirements. Any request to create angular on street parking spaces where such parking does not now exist, must be reviewed and approved by the city transportation director.

- e. Exemptions: For any business which meets the criteria set forth in subsections B8b, B8c and B8d of this section, the first five thousand (5,000) square feet of building area shall be excluded from parking calculations and exempt from parking requirements.
- C. Transportation Demand Management: A reduction in the number of required parking spaces can be permitted through the transportation demand management regulations found in section [21A.44.050](#) of this chapter.
- D. Other Eligible Alternatives: Any alternative to off street parking spaces not outlined in this section may be considered. Such alternatives shall be processed as special exceptions in accordance with the provisions of chapter 21A.52 of this title and as follows:
- 1. Application: In addition to the materials required by chapter 21A.52 of this title, the applicant for an alternative parking requirement must also submit:
 - a. A written statement specifying the alternative parking requirement requested and the rationale supporting the application;
 - b. A professionally prepared parking study for alternative parking requirements requested for unique nonresidential uses and intensified parking reuse; and
 - c. A site plan of the entire alternative parking property drawn to scale at a minimum of one inch equals thirty feet (1" = 30') showing the proposed parking plan.
 - 2. Notice And Hearing: As a special exception, all requests for alternative parking requirements shall require a public notice and a public hearing in conformance with the requirements of chapter 21A.10 of this title.
 - 3. City Internal Review:
 - a. The zoning administrator shall obtain comments regarding the application from all interested city departments or divisions.
 - b. The city transportation director may, if it is determined that the proposal may have an adverse material impact on traffic, require the applicant to submit a professionally prepared traffic impact study prior to the hearing on the application.
 - c. The city transportation director may require a professionally prepared parking study, where deemed appropriate, for applications for unique residential populations and single room occupancy residential uses.
 - 4. General Standards And Considerations For Alternative Parking Requirements: Requests for alternative parking requirements shall be granted in accordance with the standards and considerations for special exceptions in section [21A.52.060](#) of this title. In addition, an application for an alternative parking requirement shall be granted only if the following findings are determined:
 - a. That the proposed parking plan will satisfy the anticipated parking demand for the use, up to the maximum number specified in section [21A.44.030](#), table [21A.44.030](#) of this chapter;

- b. That the proposed parking plan will be at least as effective in maintaining traffic circulation patterns and promoting quality urban design as would strict compliance with the otherwise applicable off street parking standards;
- c. That the proposed parking plan does not have a materially adverse impact on adjacent or neighboring properties;
- d. That the proposed parking plan includes mitigation strategies for any potential impact on adjacent or neighboring properties; and
- e. That the proposed alternative parking requirement is consistent with applicable city master plans and is in the best interest of the city. (Ord. 62-13, 2013)

21A.44.050: TRANSPORTATION DEMAND MANAGEMENT:

A. Purpose: The purposes of the following provisions relating to transportation demand management are to:

- 1. Enable Salt Lake City to reduce vehicle miles traveled in the City, thereby reducing the use of gasoline, the use of other fossil fuels, and greenhouse gas emissions;
- 2. Improve public health;
- 3. Reduce air, water, and noise pollution associated with motorized vehicular transportation;
- 4. Promote alternative modes of transportation, such as bicycling and walking;
- 5. Lessen congestion on the streets and roads of the City;
- 6. Promote road safety and reduce the number of accidents;
- 7. Provide opportunities for residents, institutions, and businesses of the City to save fuel costs related to driving;
- 8. Encourage compact development patterns and reduce sprawl development;
- 9. Reduce the amount of surface parking lots in the City by facilitating other modes of transportation;
- 10. Reduce road and parking facility construction and maintenance costs; and
- 11. Support community economic development objectives.

B. Generally Applicable Transportation Demand Management Standards:

- 1. Applicability: The following standards shall be applicable to all new buildings that exceed five thousand (5,000) square feet in floor area or a major expansion of an existing building. For this subsection, a "major expansion" is defined as any alteration or modification to a building that increases the building's gross floor area by twenty five percent (25%) or five thousand (5,000) square feet, whichever is less.
- 2. Electric Vehicle Parking: The following standards shall only apply to multi-family uses. At least one (1) parking space dedicated to electric vehicles shall be provided for every twenty five (25) parking spaces provided. Electric vehicle parking spaces shall count toward the required number of parking spaces. The electric vehicle parking space shall be:

- a. Located in the same lot as the principal use;
- b. Located as close to a primary building entrance as possible;
- c. Signed in a clear and conspicuous manner, such as special pavement marking or signage, indicating exclusive availability to electric vehicles; and
- d. Outfitted with a standard electric vehicle charging station.

3. Number Of Required Bicycle Parking Spaces:

- a. Applicability: The following regulations apply to all uses except for single- and two-family residential uses and nonresidential uses having one thousand (1,000) square feet or less.
- b. Fractional Spaces: When determination of the number of bicycle spaces required by this title results in a requirement of a fractional space, any fraction of less than one-half ($1/2$) may be disregarded, while a fraction of one-half ($1/2$) or more, shall be counted as one (1) bicycle parking space.
- c. Calculation Of Required Bicycle Parking Spaces: The calculation of the number of required bicycle spaces shall be based on the minimum number of motorized vehicle spaces as required by section [21A.44.030](#), table 21A.44.030 of this chapter. If more vehicular parking is provided beyond the minimum, then the calculation shall be based on what has been provided.
 - (1) Residential And Commercial Uses: The number of bicycle parking spaces provided for any residential or commercial use shall be five percent (5%) of the vehicular parking spaces required for such use. At least two (2) bicycle parking spaces are required.
 - (2) Office Uses: The number of bicycle parking spaces provided for any office use shall be ten percent (10%) of the vehicular parking spaces required for such use. At least five (5) bicycle parking spaces are required and at least twenty five percent (25%) of the required bicycle parking spaces shall be in the form of bicycle lockers or another means of secure, protected bicycle storage.
 - (3) Educational Uses: The number of bicycle parking spaces provided for any educational use shall be one and one-half ($1\frac{1}{2}$) bicycle parking spaces for every twenty (20) students and one (1) space for every ten (10) employees. At least ten (10) bicycle parking spaces are required.
 - (4) Manufacturing Uses: The number of bicycle parking spaces provided for any manufacturing use shall be two percent (2%) of the vehicular parking spaces required for such use. At least two (2) bicycle parking spaces are required and at least one (1) of the required bicycle parking spaces shall be in the form of bicycle lockers or other means of secure, protected bicycle storage.
 - (5) All Other Uses: The number of bicycle parking spaces provided for any other use shall be five percent (5%) of the vehicular parking spaces required for such use. At least two (2) bicycle parking spaces are required.
- d. Existing Bicycle Parking Spaces: Permanent bicycle parking spaces, such as City installed bicycle racks or bike corrals, that are in existence at the time of development and within fifty feet (50') of the primary entrance to the principal building can be used for a maximum of two (2) required bicycle parking spaces. A single bicycle rack can only be used by one (1) development.

4. Bicycle Parking Location Standards: Bicycle parking spaces shall be:

- a. Located on the same lot as the principal use;

- b. Located to prevent damage to bicycles by cars;
 - c. Located in a convenient, highly visible, active, well lighted area;
 - d. Located so as not to interfere with pedestrian movements;
 - e. Located no more than fifty feet (50') from the primary entrance of each principal building;
 - f. Distributed to serve all buildings and primary entrances if the development has multiple buildings on one (1) or more lots;
 - g. Connected to the right-of-way, sidewalk or bicycle lane by a path that is clearly separated from the parking lot and drive lanes; and
 - h. Located within the building if it is not possible to meet the location standards above.
5. Bicycle Rack Design Standards: All bicycle racks provided shall be:
- a. Designed to be consistent with the surroundings in color and design and incorporated, whenever possible, into buildings or street furniture design;
 - b. Designed to allow each bicycle to be supported by its frame;
 - c. Designed to allow the frame and front wheel of each bicycle to be secured against theft;
 - d. Designed to avoid damage to the bicycles;
 - e. Designed to resist rust or corrosion, or removal by vandalism; and
 - f. Designed to accommodate a range of bicycle shapes and sizes and facilitate easy locking without interfering with adjacent bicycles.

C. Transportation Demand Management Parking Incentives:

1. Purpose: The following parking incentives are intended to encourage the use of transportation demand management strategies not regulated elsewhere in this subsection. These additional strategies are available to applicants who want to modify the amount of off street parking required by either decreasing the number of spaces below the minimum requirement or increasing the number of spaces beyond the maximum requirement.
2. Applicability: The regulations of this subsection shall only apply to applicants intending to provide transportation demand management elements beyond the required strategies in exchange for modification to the number of required parking spaces. These incentives are available to all new residential and nonresidential uses requiring at least five (5) parking spaces according to section [21A.44.030](#), table 21A.44.030 of this chapter.
3. Modification Of The Number Of Required Parking Spaces:
 - a. Reduction Of The Number Of Required Parking Spaces: The minimum number of off street parking spaces, as determined by section [21A.44.030](#), table 21A.44.030 of this chapter, can be reduced to seventy five percent (75%) of the minimum requirement provided the applicant fulfills at least two (2) of the minor transportation demand management strategies listed in this subsection. This modification shall only apply to the minimum established in section [21A.44.030](#), table 21A.44.030 of this chapter prior to any other permitted parking reductions.
 - b. Increase Of The Maximum Number Of Allowable Parking Spaces: The minimum number of off street parking spaces, as determined by subsection [21A.44.030G](#) of this chapter, can be

increased to double the minimum requirement under section [21A.44.030](#), table 21A.44.030 and "Table Of District Specific Minimum Off Street Parking Requirements", of this chapter provided the applicant fulfills at least one (1) of the major transportation demand management strategies and one (1) of the minor transportation demand management strategies listed in this subsection.

4. Eligible Transportation Demand Management Strategies: The strategies are available for use as part of the parking modification incentive process. Strategies not listed here, but demonstrated to meet the intent of this section, may be approved by the Planning Director.

a. Major transportation demand management strategies:

- (1) At least fifty percent (50%) of the required bicycle parking provided in the form of secured long term bicycle parking located in the interior of a building and made available to residents, employees or patrons of the development.
- (2) A facility for bicycle or pedestrian commuters that offer at least one (1) unisex shower and five (5) lockers for storage for use by employees of a nonresidential development.
- (3) A full service bus stop sited to serve the development's employees or residents, either of new construction or with improvements, such as additional lighting, security features, benches or shelter, to an existing stop. A full service bus stop includes, but is not limited to, full ADA accessibility, a paved pathway to the right-of-way, trash cans, lighting, a bench and a shaded, sheltered waiting area. The applicant must work with Utah Transit Authority to establish and verify the long term viability of the proposed or existing bus stop.
- (4) An on site business center or satellite office facility, within a residential development, designed to facilitate telecommuting.
- (5) An on premises daycare in a nonresidential or mixed use development.
- (6) An on premises gym or workout facility for residents or employees with at least four hundred (400) square feet of space dedicated to workout equipment.
- (7) An on premises restaurant, cafeteria or lunchroom that provides meals for purchase by employees, residents or patrons of the development.

b. Minor transportation demand management strategies:

- (1) Permanently sheltered, covered or secure facilities for the required bicycle parking.
- (2) Participation or investment in an approved motor vehicle sharing program, including at least one (1) dedicated parking space for a shared vehicle.
- (3) Participation in, investment in or sponsorship of an approved bicycle sharing program.
- (4) At least ten percent (10%) of the required parking in the form of dedicated parking spaces for employees participating in a car pool or vanpool program, located as close as possible to the main entrance.
- (5) Unbundled parking provisions, where off street parking can be purchased or rented by residents or tenants independently of a residential unit or nonresidential space within a development. (Ord. 20-17, 2017: Ord. 71-15, 2015: Ord. 62-13, 2013)

21A.44.060: PARKING RESTRICTIONS WITHIN REQUIRED YARDS:

- A. Regulations, Form Of Restrictions: Within the various chapters of this title, there are regulations that restrict the use of certain yards for off street parking. These regulations can take the form of restrictions against parking in required yards, landscape yard restrictions, or landscape buffer restrictions.
- B. Front Yard Parking: For any zoning district, if front yard parking is prohibited in table 21A.44.060 of this section, it may be allowed as a special exception when the rear or side yards cannot be accessed and it is not feasible to build an attached garage that conforms to yard area and setback requirements, subject to the following conditions:
1. The hard surfaced parking area be limited to nine feet (9') wide by twenty feet (20') deep;
 2. A minimum twenty foot (20') setback from the front of the dwelling to the front property line exists so that vehicles will not project into the public right of way; and
 3. Parking on the hard surfaced area is restricted to passenger vehicles only.
- C. Drive-Through Lane Restrictions: In zoning districts where uses with drive-through facilities are allowed and where no front or corner side yard setback is required, the drive-through lanes shall not be located between the front or corner side lot line and any walls of the principal structure.
- D. Parking Restrictions Within Yards: To make the use of this title more convenient, table 21A.44.060 of this section has been compiled to provide a comprehensive listing of those districts where restrictions exist on the location of parking in yards.

TABLE 21A.44.060
PARKING RESTRICTIONS WITHIN YARDS

Zoning Districts		Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
Residential districts:					
	Single-/two-family residential districts: FR-1 to SR-1 and R-2	Parking not permitted between front lot line and the front line of the principal building	Parking not permitted between front lot line and the front line of the principal building	Parking permitted. In the FR districts parking not permitted within 6 feet of interior side lot line	Parking permitted
	SR-3	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
	RMF-30	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district

Zoning Districts		Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
	RMF-35	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots, except for single-family attached lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
	RMF-45	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots, except for single-family attached lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
	RMF-75	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
	RB	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
	R-MU-35	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots, except for single-family attached lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district

Zoning Districts		Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
	R-MU-45	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots, except for single-family attached lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
	R-MU	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
	RO	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line when abutting a single- or two-family district. Parking not permitted within 1 of the side yards of interior lots, except for single-family attached lots	Parking not permitted within 10 feet of the rear lot line when abutting a single- or two-family district
Commercial, manufacturing, gateway and downtown districts:					
	CN	Parking not permitted	Parking not permitted	Parking not permitted within 7 feet of the side lot line when abutting residential district	Parking not permitted within 7 feet of the rear lot line when abutting residential district
	SNB	Parking not permitted	Parking not permitted	Parking not permitted within 7 feet of the side lot line when abutting residential district	Parking not permitted within 7 feet of the rear lot line when abutting residential district

Zoning Districts	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
CB	Parking not permitted	Parking not permitted	Parking not permitted within 7 feet of the side lot line when abutting residential district	Parking not permitted within 7 feet of the rear lot line when abutting residential district
CS	Parking not permitted within 15 feet of front lot line	Parking not permitted within 15 feet of corner side lot line	Parking not permitted within 15 feet of the side lot line when abutting residential district	Parking not permitted within 15 feet of the rear lot line when abutting residential district
CC	Parking not permitted within 15 feet of front lot line	Parking not permitted within 15 feet of front lot line	Parking not permitted within 7 feet of the side lot line when abutting residential district	Parking not permitted within 7 feet of the rear lot line when abutting residential district
CSHBD	Parking not permitted between front property line and front building line	Parking not permitted between corner side property line and corner side building line	If yard is provided, parking not permitted within 7 feet of side lot line when abutting residential district	If yard is provided, parking not permitted within 7 feet of rear lot line when abutting residential district
CG	Parking not permitted within 10 feet of front lot line	Parking not permitted within 10 feet of side lot line	Parking not permitted within 15 feet of the side lot line when abutting residential district	Parking not permitted within 15 feet of the rear lot line when abutting residential district
TSA	See section 21A.26.078 of this title			
M-1	Parking not permitted	Parking not permitted	Parking not permitted within 15 feet of the side lot line when abutting residential district	Parking not permitted within 15 feet of the rear lot line when abutting residential district

Zoning Districts		Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
	M-2	Parking not permitted within 15 feet of front lot line	Parking not permitted within 15 feet of corner side lot line	Parking not permitted within 50 feet of the side lot line when abutting residential district	Parking not permitted within 50 feet of the rear lot line when abutting residential district
	D-1	Parking restrictions within yards for the D-1 zone are found in section 21A.30.020 , "D-1 Central Business District", of this title			
	D-2	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
	D-3 ¹	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
	D-4	In block corner areas, structure and surface parking permitted only behind a principal building; in mid block areas, surface parking permitted only behind a principal building and parking structures must have retail goods/service establishments, offices or restaurants on ground floor along the street; no restrictions on underground parking		Parking permitted	Parking permitted
	G-MU	In block corner areas, structure and surface parking permitted only behind a principal building; in mid block areas, surface parking permitted only behind a principal building and parking structures must have retail goods/service establishments, offices or restaurants on ground floor along the street; no restrictions on underground parking		Parking permitted	Parking permitted
Special purpose districts:					
	RP	Parking not permitted	Parking not permitted	Parking not permitted within 8 feet of the side lot line or within 30 feet of the side lot line when abutting residential district	Parking not permitted within 8 feet of any rear lot line or within 30 feet of the rear lot line when abutting residential district

Zoning Districts	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
BP	Parking not permitted	Parking not permitted	Parking not permitted within 30 feet of the side lot line when abutting residential district. Parking not permitted within 8 feet of any side lot line	Parking not permitted within 30 feet of the rear lot line when abutting residential district. Parking not permitted within 8 feet of any rear lot line
FP	Parking not permitted	Parking not permitted	Parking not permitted within 6 feet of side lot line	Parking permitted
AG	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
AG-2	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
AG-5	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
AG-20	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
A	Parking permitted	Parking permitted	Parking permitted	Parking permitted
PL	Parking not permitted	Parking not permitted	Parking permitted. Parking not permitted within 10 feet if it abuts a residential district	Parking permitted. Parking not permitted within 10 feet if it abuts a residential district
PL-2	Parking not permitted	Parking not permitted	Parking permitted. Parking not permitted within 10 feet if it abuts a residential district	Parking permitted. Parking not permitted within 10 feet if it abuts a residential district

Zoning Districts	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
I	Parking not permitted	Parking not permitted	Parking not permitted within 15 feet of the side lot line when abutting residential district	Parking not permitted within 15 feet of the rear lot line when abutting residential district
UI ²	Parking not permitted within 15 feet of the front lot line	Parking not permitted within 15 feet of a corner side lot line	Parking not permitted within 15 feet of lot line when abutting single- and two-family districts	Parking not permitted within 10 feet of the rear lot line or within 15 feet of lot line when abutting single- and two-family districts
OS	Parking not permitted	Parking not permitted	Parking not permitted within 10 feet of the side lot line	Parking not permitted within 10 feet of the rear lot line
MH	Parking not permitted	Parking not permitted	Parking permitted	Parking permitted
EI	Parking not permitted within 10 feet of the front lot line	Parking not permitted within 30 feet of the corner side lot line	Parking not permitted within 30 feet of the side lot line	Parking not permitted within 20 feet of the rear lot line
MU	Parking not permitted	Parking not permitted	Parking permitted within 1 side yard only	Parking permitted

Notes:

1. Minimum open space of 20 percent lot area may impact parking location.
2. Hospitals in the UI zone: Parking is not permitted within 30 feet of a front and corner side yard, or within 10 feet of an interior side and rear yard.

(Ord. 62-13, 2013)

21A.44.070: GENERAL OFF STREET LOADING REQUIREMENTS:

- A. Location: All required loading berths and maneuvering areas shall be located on the same lot as the use served. All motor vehicle loading berths which abut a residential district or an intervening alley, separating a residential district from a business, commercial or industrial district, shall be screened

according to the standards contained in [chapter 21A.48](#) of this title.

No permitted or required loading berth shall be located within thirty feet (30') of the nearest point of intersection of any two (2) streets. No loading berth shall be located in a required front yard.

- B. Access: Each required off street loading berth shall be designed with appropriate means of vehicular access to a street or alley in a manner which will eliminate or minimize conflicts with traffic movement, and shall be subject to approval by the development review team and the city transportation director. Maneuvering and backing space to the loading dock shall be accommodated on site when possible.
- C. Utilization Of Off Street Loading Areas: Space allocated to any off street loading use shall not be used to satisfy the space requirements for any off street parking.
- D. Size: Unless otherwise specified, a required off street loading berth shall be at least ten feet (10') in width by at least thirty five feet (35') in length for short berths, and twelve feet (12') in width by at least fifty feet (50') in length for long berths exclusive of aisle and maneuvering space. Maneuvering aprons of appropriate width and orientation shall be provided and will be subject to approval by the development review team and the city transportation director.
- E. Vertical Clearance: All loading areas shall have a vertical clearance of at least fourteen feet (14').
- F. Design And Maintenance:
1. Design Of Loading Areas: All loading areas shall be oriented away from adjacent residential or other incompatible uses.
 2. Plan: The design of loading areas shall be subject to the approval of the development review team and the city transportation director.
 3. Landscaping And Screening: Landscaping and screening shall be provided in accordance with the requirements of chapter 21A.48 of this title.
 4. Lighting: Any lighting used to illuminate loading areas shall be down lit away from residential properties and public streets in such a way as not to create a nuisance.
 5. Cleaning And Maintenance: Except in the industrial (M-1 and M-2), general commercial (CG) and downtown (D) districts, no cleaning or maintenance of loading areas utilizing motorized equipment may be performed between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. each day, except for snow removal.
 6. Signs: Accessory signs shall be permitted on loading areas in accordance with the provisions specified in chapter 21A.46 of this title.
 7. Loading Area Surface: Loading area surfaces shall be hard surfaced and drained to dispose of all surface water and to provide effective drainage without allowing the water to cross the sidewalk or driveway. (Ord. 62-13, 2013)

21A.44.080: SPECIFIC OFF STREET LOADING REQUIREMENTS:

Off street loading facilities for new developments shall be provided at the rate specified for a particular use in table 21A.44.080 of this section. The zoning administrator may waive any off street loading requirement

with a recommendation of the development review team.

TABLE 21A.44.080
SCHEDULE OF OFF STREET LOADING REQUIREMENTS

Use	Usable Floor Area ¹ (Square Feet)	Number Of Berths And Size ^{2,3}
Hotels, institutions and institutional living	50,000 - 100,000	1 short
	Each additional 100,000	1 short
Industrial uses	5,000 - 10,000	1 short
	10,001 - 40,000	1 long
	40,001 - 100,000	2 long
	Each additional 100,000	1 long
Multi-family	100,000 - 200,000	1 short
	Each additional 200,000	1 short
Office uses	50,000 - 100,000	1 short
	Each additional 100,000 up to 500,000	1 short
	Each additional 500,000	1 short
Retail/commercial	25,000 - 40,000	1 short
	40,000 - 100,000	1 long
	Each additional 100,000	1 long

Notes:

1. Usable floor area refers to buildings or structures on premises.
2. Loading dock requirement is cumulative.
3. Berth (loading dock) dimensions:
Short: 10 feet wide x 35 feet deep.
Long: 12 feet wide x 50 feet deep.

(Ord. 62-13, 2013)

APPENDIX 8

1

Navigation Menu

Navigate between Codes, individual ordinances and documents (related documents such as minutes and agendas). You will also find links back to the municipality or content creator's website.

Next

Chapter 26.510. - SIGNS

Chapter 26.515. - TRANSPORTATION AND PARKING MANAGEMENT

Sec. 26.515.010. - Purpose.

Sec. 26.515.020. - Applicability.

Sec. 26.515.030. - Transportation Mitigation.

Sec. 26.515.040. - Parking Requirements.

Sec. 26.515.050. - Meeting Parking Requirements.

Sec. 26.515.060. - Procedures for Review.

Sec. 26.515.070. - Off-Street Parking Requirements.

Sec. 26.515.080. - Special Review Standards.

Sec. 26.515.090. - Cash-in-lieu Requirements.

Sec. 26.515.100. - Amendments.

Sec. 26.515.110. - Appeals.

Chapter 26.520. - ACCESSORY DWELLING UNITS AND CARRIAGE HOUSES

Chapter 26.530. - Reserved*

Chapter 26.535. - TRANSFERABLE DEVELOPMENT RIGHTS (TDR)

Chapter 26.540. - CERTIFICATES OF AFFORDABLE HOUSING CREDIT

Chapter 26.575. - MISCELLANEOUS SUPPLEMENTAL REGULATIONS

Chapter 26.580. - ENGINEERING

USE REGULATIONS / PART 500 - SUPPLEMENTARY REGULAT... / Chapter 26.515. - TRANSPORTATION A... / Sec. 26.515.070. - Off-Street Parking R...

(1) **Parking Requirement Calculation.** **Parking** Requirements shall be calculated for each use within a development according to Table 26.515-1.

(2) **Parking Provision Minimum.** Applicable development shall satisfy the minimum **Parking** Provision Requirement, as calculated in Table 26.515-1. Minimum **parking** provisions may be reduced in combination with mobility measures and transportation system impact fees in accordance with the standards in Table 26.515-2.

(3) **Parking Provision Maximum.** To create appropriate site planning and provision of **parking**, applicable development shall not provide on-site **parking** in excess of one hundred twenty-five percent (125%) of the **Parking** Provision Maximum requirement in the form of Reserved **Parking** Spaces or Accessory **Parking** Spaces, unless the total number of on-site spaces in excess of one hundred twenty-five percent (125%) of the **Parking** Provision Maximum are provided as Public **Parking** Spaces.

EXPAND

Table 26.515-1 **Parking** Impact Requirement Calculations

Use	Aspen Infill Area		All Other Areas Parking Requirement (in units)
	Parking Requirement (in units)	Parking Maximum (in units)	
Commercial ⁽¹⁾	1 unit / 1,000 sf Net Leasable Space	1.25 units / 1,000 sf NLA	3 units per 1,000 sf NLA ⁽²⁾
Residential - Single-Family and Duplex ⁽⁴⁾	Lesser of 1 unit per bedroom or 2 units per Dwelling Unit	Greater of 1.25 units per bedroom or 2.5 units per dwelling unit	Lesser of 1 unit per bedroom or 2 per unit
Residential - Accessory Dwelling Units and Carriage Houses ⁽³⁾ ⁽⁴⁾	1 unit per unit	1.25 units per unit	1 unit per unit ⁽³⁾
Residential - Multi-Family (as a single use)	1 unit per Dwelling Unit	1.25 units per dwelling unit	Lesser of 1 unit per bedroom or two units per Dwelling Unit
Residential - Multi-Family within a mixed-use building	1 unit per Dwelling Unit	1.25 units per dwelling unit	1 per Dwelling Unit ⁽²⁾
Hotel/Lodge	0.5 units per Key	0.7 units per Key	0.7 units per Key ⁽²⁾
All Other Uses (civic, cultural, public uses, essential public facilities, child care centers, etc.)	Established by Special Review according to the review criteria of Section 26.515.080.	N/A	Established by Special Review according to the review criteria of Section 26.515.080.

Key to Table 26.515-1:

(1) = Up to one hundred percent (100%) of **Parking** Requirement, may be provided through cash-in-lieu.

(2) = A reduction in **Parking** Requirement may be approved, pursuant to [Chapter 26.430](#), Special review and according to the review criteria of [Section 26.515.080](#)

(3) = A reduction in **Parking** Requirements may be approved, pursuant to [Chapter 26.520](#), Accessory dwelling units and carriage houses.

(4) = All Single Family and Duplex dwelling units, as well as ADUs and Carriage Houses shall provide their **Parking** Requirement as **off-street**, on-site **parking** spaces.

SF = Square feet

< Prev Hit

Next Hit >

123

APPENDIX 9

Parking Space Occupancy Estimate

Peaks Hotel
Park City, Utah

Versante-on-the-Lawn

Component	Parking Spaces Required
Employees dedicated to Versante-on-the-Lawn = 6 employees	6
Dining Area 12 tables at 6 patrons per table = 72 patrons children = 25% of total patrons = 18 children subtotal = 72-18 = 54 adult patrons hotel guests = 15% of total adult patrons = 8 patrons subtotal = 54 - 8 = 46 adult patrons, lawn only 1.8 patrons per vehicle parked; 46 / 1.8 = 26 vehicles	26
high demand hour, parties waiting for lawn seating = 5 vehicles	5
TOTAL	37

Entire Site

Hotel Rooms at 100% occupancy, Versante indoors open (see Narrative - CURRENT PARKING DATA)	77
Versante-on-the-Lawn	37
TOTAL	114

EXISTING PARKING SPACES	129
EXCESS PARKING SPACES	15

App. #	Address	Current Use	Approval Details	Approval Date	Zone
PL-17-03537	1800 Park Avenue	Hotel - Double Tree	Temp. tent structure allowed 2 times a year for no longer than 180 consecutive days for a maximum of 180 days in a calendar year.	8/23/2017	GC
			Approval for 3 years with an allowance to request an extension		
			Allowed under (currently existing) 15-4-6(A)		
PL-03-06085	2001 Park Avenue	Hotel - Park City	For private events - no admission or advertising to the general public.	7/7/2003	SF - at time of approval. GC - current
			Sizes: 30x30 ; 60 x 60 ; 15x15		
			All tents approved for a specific event must be removed the next day		
PL-13-01845	9100 Marsac Avenue	Hotel - Montage Deer Valley	tents allowed for up to 15 times per year, 4 of these times which the tents may stay up for a max of 60 days.	24-Apr-13	RD
			Did a parking study		
			6 locations on several lawns		
PL-04-0469	2000 Meadows Drive	Park Meadows Country Club	Should provide advanced written notice to the PD	8/26/2005	ROS
			60x100 foot tent		
Could not Confirm	2300 Deer Valley Drive	St. Regis Hotel	15 tent permits/year, 14 day max, 1 tent has exception of 60 day max (Summer days only)	3/9/2011	RC
			Did a parking study		
			2 locations for tents		
			40x70'		

PL-16-03146	7700 Stein Way	Stein Erikson Lodge	6 tents/year, 4 day max, Parking plan is required for each Fire Permit	5/25/2016	RD
PL-16-03147	7815 Royal Street	The Chateaux Deer Valley	7 tents/year, 4 day max, Parking plan is required for each Fire Permit	5/25/2016	RD
			4 tents total		
			40x40 ; 40 x50 ; 10x20		
PL-06-0142	825 Main St	Town Lift Plaza	A one year review was required.	8/18/2006	HRC
			Advanced written notice about events they planned to hold.		



2/10/2021

Operation plans for Versante on the Lawn 2021 Conditional Use Permit

Versante would like to continue outside seating on our lawn for the Summer of 2021. As the vaccinations roll out we are still anticipating a portion of our guests wanting to enjoy the outdoor space.

We are requesting a CUP for dinner service on the lawn 4:00pm - 8:30pm / 7 days a week. Starting June 5th and ending September 12th. We anticipate minimal impact to City Services. We will be adding the addition of bike racks this summer as we saw a need with many locals using this as a method of transportation to Versante on the Lawn.

Parking for the event will take place in our 133 stall allocated on property and on the right side of the street that the Hotel owns on the private street. All though many of the guests are anticipated to be staying at the hotel.

Staff will be arriving one hour prior to opening to set up for service and extending one hour after service for clean up. There will not be additional lighting to the space other than keeping up the existing outdoor bistro lighting around our fence. We will be hosting live acoustic music on the lawn Friday and Saturdays 6pm - 8pm. This will adhere to the same noise ordinance parameters set by the city and well under the 80 dbls granted last year.

Temporary structures and tents will be inspected by our local fire department. Food services areas will be inspected by the Board of Health and our UDABC compliance officer will assess the application to extend our liquor permit for the summer months. As we receive updated COVID and local protocols we will ensure a safe environment for our employees and guests. We are no longer partnering with local artists and vendors on the lawn for summer 2021 (as we hope they will be in full swing with outdoor markets this year) It will be only for dining purposes.

Thank you for your consideration. We look forward to hearing from you.

Best,
Stephanie Samuels

SITE PLANS INCLUDED

- Summer & off season site plan proposal : please see the attached
 - Please show where everything is going. All picnic tables, server station, toilets (amount), bike racks, firepit, trailer, bar, lighting, pizza oven, Adirondack chairs, etc. DONE
 - It would be great to see a detailed plan and a plan showing where the area sits in relation to overall property (If you can do it on the same plan that's great, whatever is easier though) DONE
 - Emergency vehicle access/turnaround areas – can you note where these are located on both winter and summer plans? DONE
- Again, we could use a plan that indicates where the fire pit is going, chairs, lighting, trailer. Also, a larger scale plan that looks at the proposal in regard to the property. DONE
- Where are curbside pickup parking spots located? DONE

SUMMER PLANS

- How many additional customers are you expecting?
*No more additional than our previous CUP / 12 picnic tables.
(max 90 people)*
- How many additional employees will be required?
6 more employees
- How many additional parking spots will be needed/provided?
We have 133 spots on property and own the back of the private road
- Any signage proposed? *No - we were not allowed with our last CUP*
- Will live music still be proposed? *Yes, Saturday and Sunday*
- Toilets? (How many toilets are there going to be?) *2*
- Length of time? *6pm - 8pm*
- Liquor license:
 - What does this include in terms of time allowed? *I will have to request an extension of our current license to cover the summer lawn months every spring and approved by our compliance officer. Terms: ALL Liquor must be locked overnight in the Versante Liquor closet. All handlers must be 21 with certification. Fenced in the area of service.*
 - Certain dates? *Full V on Lawn Summer dates TBD June - Sept*
- If certain months are proposed for this activity please indicate. *June - Sept*

WINTER PLANS

- Length of time? *4pm - 9pm*
- Any signage proposed? *No*
- If any type of outdoor dining is proposed, verify this. *No - space to wait for order by the fire in chairs*
- Dining globes? *No*
- If certain months are proposed for this activity please indicate. *Year round*

GENERAL QUESTIONS:

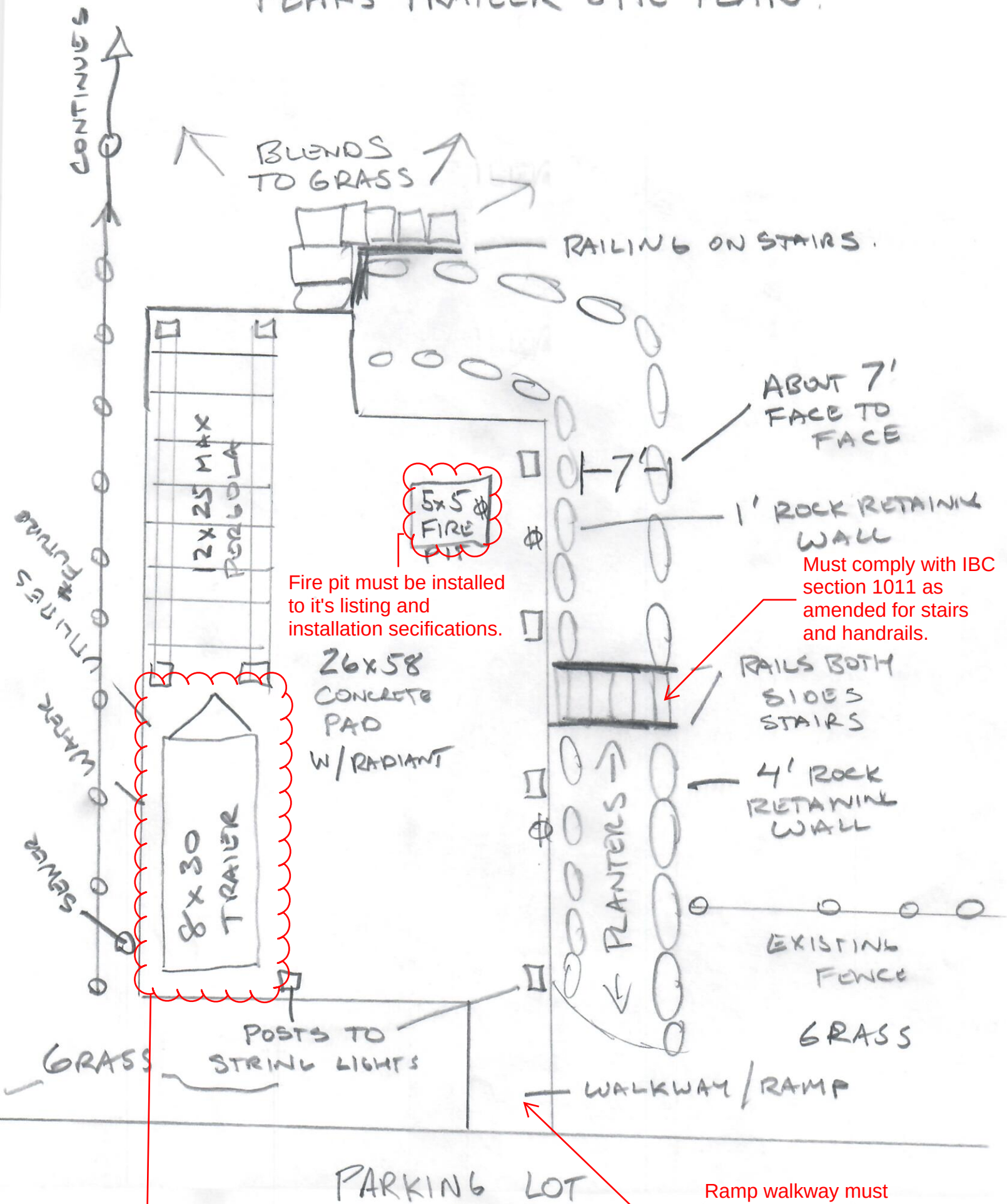
- What is being proposed as year round use
Food trailer, pergola, firepit, chairs, bistro lighting
- Is the food truck going to be consistent or are different food trucks going to be coming in every once in a while? *No, we have poured a concrete pad with full hook ups including a sewer return line into our existing grease trap for Versante*
- Parking study
 - What has been the experience thus far?
 - Any parking taking place on Jupiter or Park etc.? *yes, we find that summer business has brought trailers, boats and more to our hotel as guests travel more by car and not air in the summer right now. We are telling these guests to park on our half of Parkview that we own. Winter time we do not have an issue as there are way more guests without transportation.*
 - What management tactics have been put in place? *We have placed TOWING signs on the end of our streets with no parking signage. We have worked with the City Bus system and purchased ads reflecting a 20% discount to those who bike or bus to Versante on the lawn. We are in the process of repaving our current lot to put in new lines for more accurate parking.*
 - Have you needed to cap guests ever? *No, we have had to walk in the lots when the hotel is full and show people to our underground parking area. We have left the garage doors open in the early evening to encourage people to use the parking garage and not just outside.*
 - What mitigation measures are being taken?
 - How many parking spaces do you have currently? 133
 - How many total? 133 plus street parking for hotel quests
 - How many for Peaks guests? All included
 - How many for Versante guests?
 - Any more for lawn guests?
 - How many ADA? 5 *(in garage and out on the lawn)*
 - Any spots currently confirmed as take out waiting only? *We use the front of the hotel for curbside at this time and would like to designate 2 or 3 in front of the trailer as Curbside pick up*
- Any vegetation removal necessary? (Any additional vegetation added?)
no - We are adding grasses, more trees and flowers in the summer. We have just replaced the 5 dying crab apple trees in the front of the hotel with new red trees. In the retaining wall of the trailer pad we added large vegetation beds for the above. The back of the hotel we have added over 12 trees too. All damaged sod during construction has been replaced.
- What is Versante guest capacity? 96
 - Average employee requirements? 32
- What is the lawn capacity? 76
 - Average employee requirements? 6

- Noise
 - Any complaints thus far? *No noise complaints so far. Request for a dumpster enclosure that we agreed upon and building has been completed this summer.*
- Pedestrian circulation
 - Are there any markings for people to cross the parking lot from the hotel or Versante to the lawn? *Yes, we have repaved the parking lot and entrance with the addition of a reflective walking path across the parking lot.*

HOLIDAY RANCH LOOP ROAD
(A PUBLIC ROAD)



PEAKS TRAILER SITE PLAN



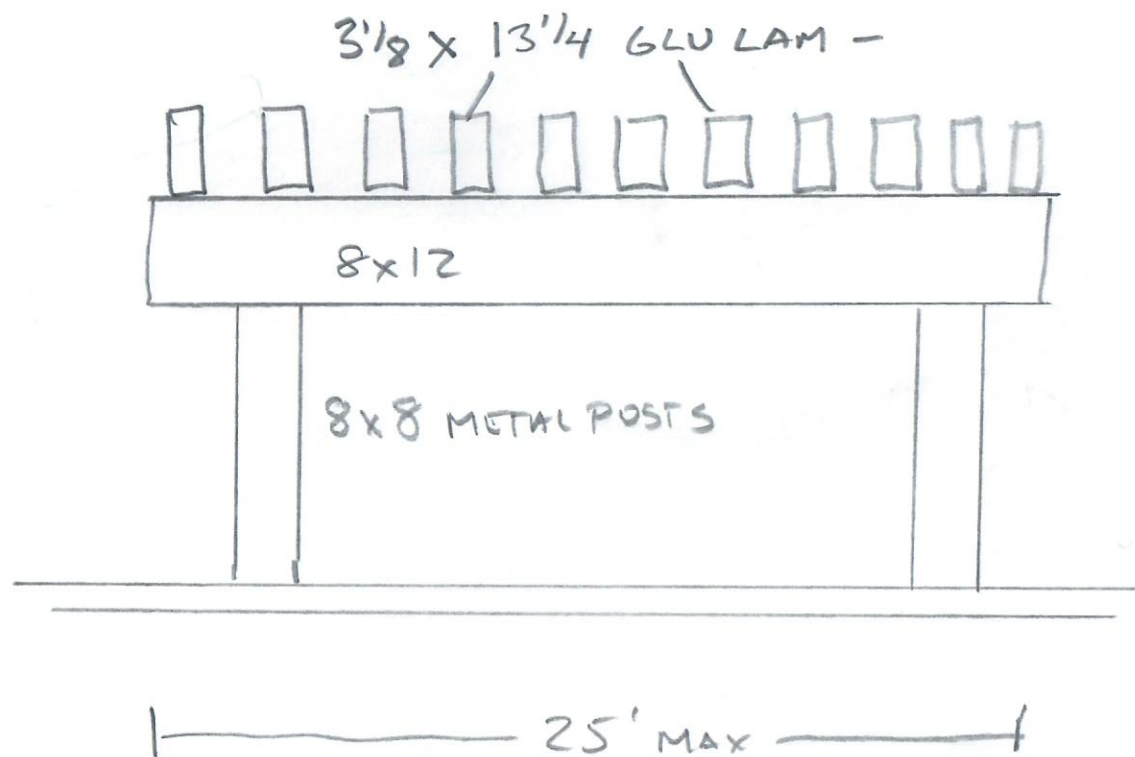
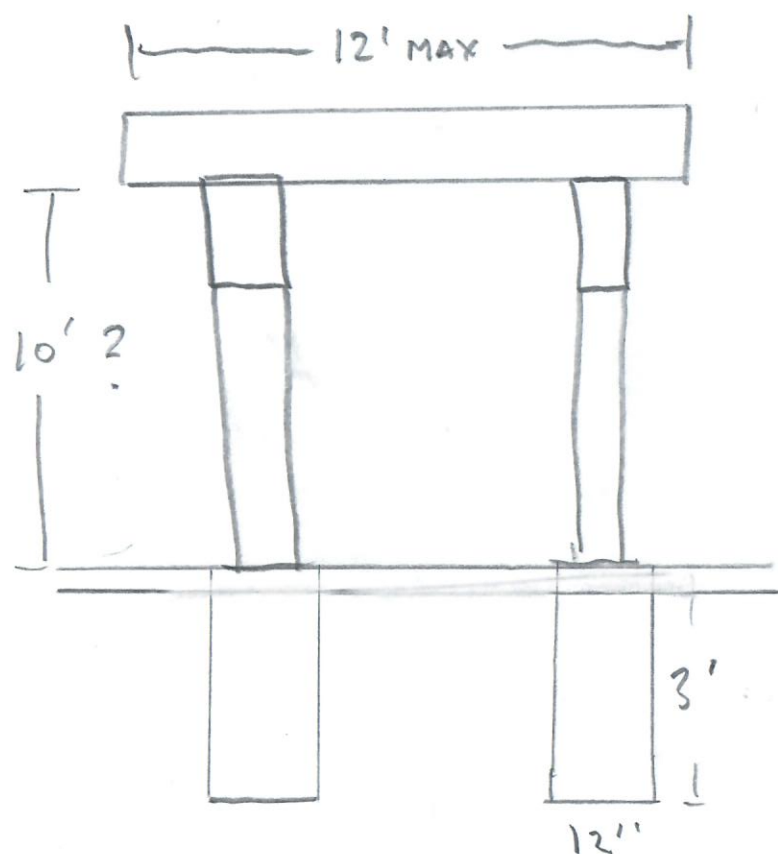
Food service trailer would need to be approved through the city and the health department prior to use

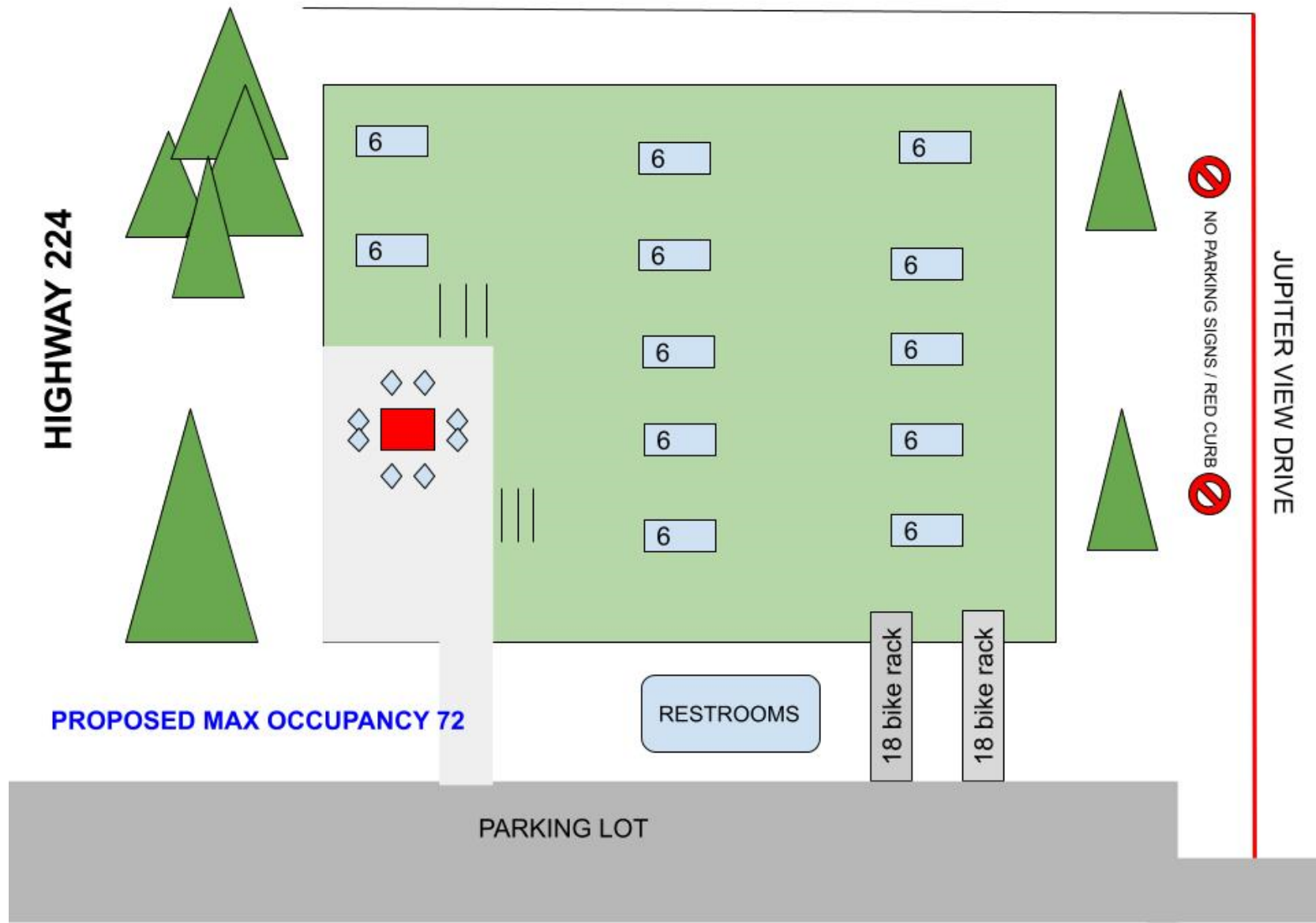
Ramp walkway must comply with section 405 of the ICC A117.1-2009 for accessible ramp.

NOT TO SCALE

PEAKS HOTEL

LIGHT POSTS TO MATCH





Park City Peaks Hotel
2346 Park Avenue P.O. Box 1778
Park City, UT 84060

GUEST INFORMATION		STAY INFORMATION	
Full Name		Check In	Check Out
		05/16/2022	05/19/2022
Address			
		Conf #	Room/Room Type
			King Bed

OTHER INFORMATION	
Car Make/Model	Plate
Payment Information	
CCD	XX/XX

***05/16/2022 Please note:** Check out time is 11:00 A.M.

DEBIT AND CREDIT CARD POLICY: All debit and credit cards will be authorized for the balance of your stay plus a \$100.00 incidentals/damages deposit. If you use a debit card, banks can take up to 15 business days to return these funds to your bank account. The hotel assumes no liability for unavailable funds or bank overdraft fees.

Please initial _____

SMOKING IS PROHIBITED ON THE PROPERTY: In accordance with the Utah clean air act there is no smoking inside the building or within 25 feet outside. Smoking detected in any guest room or throughout the property will result in a **\$500.00** charge to your room upon check out.

Please initial _____

PETS ARE PERMITTED IN DESIGNATED PET FRIENDLY ROOMS: Pets staying with us must be pre-arranged with the Front Desk. We need to have the correct paperwork filled out and Housekeeping arrangements made. Any pet detected in any un-approved guest room will result in a **\$250.00** cleaning fee charged to you room upon check out.

Please initial _____

NOISE AND DISTURBANCES: On behalf of all guests please help us maintain a quiet, enjoyable environment, we request noise levels be kept to a minimum between the hours of **10pm to 6am**. Any noise and or disturbance will be dealt with strictly, up to and including immediate eviction with no refund. After third reminder of noise violation, you will be held responsible for compensation for neighboring guests complaints. Damages can be up to full night compensation at current rate per complaint. Parents, guardians & chaperones are responsible for minors in their care and are also subject to the enforcement of this policy.

Please initial _____

Parking: The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces. The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority. Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.

Please Initial _____

Park City Peaks Hotel is not responsible for loss of money or valuables of any kind. In-room safes are available for the security of your valuables.

I agree that my liability for this bill is not waived and I agree to be personally liable in the event the indicated person, company or association fails to pay for any part of these charges.

I understand that there are no refunds for early departures or late arrivals during the months of December through April.

I have read and understand the above: Please Initial _____

X _____
Signature:

Printed: 05/16/2022 at 01:02 PM

Park City Peaks Hotel

2346 Park Avenue P.O. Box 1778
Park City, UT 84060
Phone: 435-649-5000
www.parkcitypeaks.com

Page 2 of 2

Group Summer Contract 72 Hours

Client/Organization _____

Time Frame _____

Checkin Date: Fri 06/03/2022
Checkout Date: Sun 06/05/2022
Release Date: Tue 05/03/2022
Group Code: _____

TERMS AND CONDITIONS

Cancellation-

Cancellations occurring during the time periods below are subject to the following cancellation fees: From time of signing to 72 hours days prior to arrival no penalty, 72 hours or less, prior to arrival liquidated damages in the amount of 100% of the anticipated room revenue will be due. Group contracts require a 10 room minimum.

Deposit-

The full deposit is due 30 days prior to arrival. Food and beverage can be modified or cancelled fourteen days prior to arrival. The deposit is payable by credit card or check. If paying by check, please mail to: Park City Peaks Hotel, Attn: Group Sales, PO Box 1778, Park City, UT 84060.

Parking-

The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces. The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority. Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.

The persons signing the Contract each warrant that they are authorized to bind their principals to this Contract.

CLIENT

PARK CITY PEAKS HOTEL

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Park City Peaks Hotel

2346 Park Avenue P.O. Box 1778
Park City, UT 84060
Phone: 435-649-5000
www.parkcitypeaks.com

Page 2 of 3

Group Block Contract -

Client/Organization _____

Time Frame	
Checkin Date:	Fri 07/01/2022
Checkout Date:	Sun 07/03/2022
Release Date:	Wed 06/01/2022
Group Code:	0702

TERMS AND CONDITIONS

Cancellation-

Cancellations occurring during the time periods below are subject to the following cancellation fees: From time of signing to 30 days prior to arrival no penalty, 30 days or less, prior to arrival liquidated damages in the amount of 100% of the anticipated room revenue will be due. Group contracts require a 10 room minimum. Sundance Film Festival contracts require a 4 night length of stay arriving on 01/19/23. Exceptions on the arrival date can be made adjusted per group contract. The rate will increase to meet the 4 night minimum requirement.

Deposit-

To guarantee the reservation for guest rooms and function/catering needs, the Hotel requires a signed copy of the Agreement. The deposit is due in full 30 days prior to arrival. Food and beverage can be modified or cancelled fourteen days prior to arrival. The deposit is payable by credit card or check. If paying by check, please mail to: Park City Peaks Hotel, Attn: Group Sales, PO Box 1778, Park City, UT 84060.

Parking-

The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces. The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority. Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.

The Peaks Hotel remains committed to the safety of our guest and employees. We will continue to follow the CDC guidelines to ensure a safe and healthy environment. We look forward seeing you.

Authority

The persons signing the Contract each warrant that they are authorized to bind their principals to this Contract.

CLIENT

PARK CITY PEAKS HOTEL

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Ace Signs & Designs
4115 Atkinson Ave
Park City, UT 84098 US
435-655-6300
john@acesignsutah.com
www.acesignsutah.com



Estimate

ADDRESS

Park City Peaks Hotel

ESTIMATE # 5150

DATE 05/17/2022

DESIGNER

AS

ACTIVITY	QTY	RATE	AMOUNT
Sales	3	143.00	429.00T
18" x 14" Towing Enforced Sign - No Unauthorized Parking			

SUBTOTAL	429.00
TAX	31.96
TOTAL	\$460.96

Accepted By

Accepted Date

The costs shown on this estimate are guaranteed for 15 days past the date on the estimate. After that we reserve the right to change them as our costs increase.



Tow Sign - 18" x 24" with rounded corners (x3 copies)

PROOF

Address: _____ Contact: _____ Designer: HALEY
Origin Date: _____ Proof Date: _____ Revision: _____ Revision: _____ Revision: _____



CUSTOM ROUTED SIGNS - DECALS -
TRAIL MARKERS - MAGNETS - BUSINESS CARDS -
POSTERS - LOBBY SIGNS - INSTALLATIONS -
VEHICLE WRAPS - BANNERS - STICKERS -
NAMETAGS - ADA SIGNAGE

435-655-6300
4115 atkinson Ave. Park City, UT

Please double check all sizes, wording, spelling, numbers and layouts.
Email back with your written approval to begin production. If you have
corrections of changes please call or email and we will update the artwork.
Thank you.
Customer Assumes Responsibility of final product upon approval:

APPROVAL: _____

DATE: _____

Page: **1**

Versante Hearth + Bar is a big fan and supporter of KPCW.

Versante on the Lawn is looking forward to another summer season of outdoor dining.

Open Tuesday - Sunday

4pm - 830pm with live music every weekend.

Park City fans can dine like a local this summer. BIKE - BUS AND CARPOOL options available.

Cheers from the Versante team

Brooke Ahlberg

Underwriting Manager

KPCW Radio, 91.7, 91.9 & 88.1 FM

Cell: (435) 901-8805

PO Box 1372 | 460 Swede Alley

Park City, UT 84060

Confirmation



91.7 | 91.9 | 88.1 | APP | .ORG **npr**

Advertiser: **Peaks Hotel - Park City**
 Start Date: 5/23/2022
 End Date: 8/2/2022
 Description: Peaks Hotel - Park City
 Order Number:
 Contract: 2597

	Quantity	Rate	Amount
5/23/2022 - 8/2/2022 7p-10p 07:00 PM-08:59 PM 52 : 30 sec spots	52	20.00	1,040.00
5/23/2022	1		-40.00
Station Summary			Amount
Gross Amount			1,000.00
Discount			-1,000.00
Total spots 52	Total Amount Due:		\$0.00

Client Notes:

SCHEDULE 1 WPD CERTS
 OUTDOOR DINING







The continued use of the tent for the 180 day permit is to shade our hotel guests in the courtyard space. The daily use of the tent is for outdoor breakfast seating in the morning, break out space for our meeting groups (many like to have their lunch outside). Evening events for our hotel guests who like to have private space to gather and cater dinner, cocktail events.

All activity in our courtyard area is over by 9:45pm and our hotel quiet hours start sharply at 10pm. Signage is located around property and PM security ensures the space is vacant in a timely manner.





My name is Lisa McGivney and I am a resident of the ParkView Condos. My unit is 2246 and is located directly adjacent to the back of the hotel and the courtyard area where there are weddings in the summer and ice skating in the winter.

When the pandemic hit, the entire community was in need of more outdoor dining, and businesses were tasked with the necessity of finding creative ways to stay afloat. The team at Versante came up with a way to not only support their business but also the community by opening up a place where families and friends could meet in a safe, relaxed atmosphere and enjoy quality time together as well as a delicious meal.

Being located adjacent to the hotel and restaurant, it provides our family (with 2 young kids and dog) a place to enjoy time outside within walking distance of our home (which is rare!). To hear that there is a possibility that Versante on the Lawn wouldn't be something we can enjoy again this year makes my heart sad and I know the community at large would also feel a great loss. I hope it's open for us to enjoy this year and for many years to come!

*Kind regards,
Lisa McGivney*



Tent from Parkview



Tent from middle of Jupiter View Drive



Tent lit up at midnight



Eight cars parked from Holiday Ranch Loop Road to first entry to Peaks



Cars along mid section Jupiter View Drive between first and second entrances to Peaks



Tent still stands out in snow ...



Car's parked past the "Tow" sign at end of Peak's ownership



Peaks removed tent ... left frame up



Peaks cars parked both sides



Cars with trailers parked on our side of road

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:52 PM
To: Makena Hawley
Subject: FW: [External] writing in support of Versante on the Lawn

Follow Up Flag: Follow up
Flag Status: Flagged

From: Stacey Sweeney <staceylsweeney@gmail.com>
Sent: Monday, June 6, 2022 3:28 PM
To: Nann Worel <nann.worel@parkcity.org>; planning <planning@parkcity.org>
Subject: [External] writing in support of Versante on the Lawn

[CAUTION] This is an external email.

Nann Worel and Park City Planning,

I am writing in support of Versante on the Lawn this summer. I love getting together with my friends and neighbors outdoors to celebrate the end of the week over pizza and wine. We always bike there! I hope you consider approving this special situation again this summer.

Many thanks,
Stacey Sweeney
3310 Santa Fe Road
Park City
203-927-7549

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:54 PM
To: Makena Hawley
Subject: FW: [External] Versante On the Lawn

Follow Up Flag: Follow up
Flag Status: Flagged

From: Nann Worel <nann.worel@parkcity.org>
Sent: Tuesday, June 7, 2022 1:29 PM
To: planning <planning@parkcity.org>
Subject: Fwd: [External] Versante On the Lawn

Nann Worel
Mayor
Park City Municipal Corporation
O: 435-615-5010 C: 435-513-9955

Begin forwarded message:

From: Chris Parker <christopherlouisparker@gmail.com>
Date: June 6, 2022 at 3:24:54 PM MDT
To: Nann Worel <nann.worel@parkcity.org>
Subject: [External] Versante On the Lawn

[CAUTION] This is an external email.

Hello, as a father of two young children, Versante on the lawn is literally the only restaurant I enjoy going to with my kiddos. They play, listen to music, while my wife and I relax and enjoy great food. This email is public record and I'd love to see Versante on the lawn stay in Park City.

Sincerely,
Chris Parker

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:52 PM
To: Makena Hawley
Subject: FW: [External] Allow Versante to open the law

Follow Up Flag: Follow up
Flag Status: Flagged

From: Tim Morgan <tmorgan1@gmail.com>
Sent: Monday, June 6, 2022 3:00 PM
To: planning <planning@parkcity.org>
Subject: [External] Allow Versante to open the law

[CAUTION] This is an external email.

Hi,

It has come to my attention that the lawn at Peaks Hotel, which Versante operates, is unable to obtain a permit this summer. Please reconsider this. My wife and I enjoy riding our ebikes there with our 2 kids on the back for a safe outdoor dining option. They did a great service to the community by building this outdoor space during the height of Covid and should be allowed to continue operating. They are many many other concerning projects and developments that are and will be a detriment to our community, however a small lawn at a restaurant is not one of them.

Tim Morgan
Jermey Ranch

--

Timothy R. Morgan
tmorgan1@gmail.com
(732) 996-1131

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:52 PM
To: Makena Hawley
Subject: FW: [External] Versante on the Lawn!

Follow Up Flag: Follow up
Flag Status: Flagged

From: Carla Boecklin <carla@carlaboecklin.com>
Sent: Monday, June 6, 2022 2:35 PM
To: Nann Worel <nann.worel@parkcity.org>; planning <planning@parkcity.org>
Subject: [External] Versante on the Lawn!

[CAUTION] This is an external email.

Just a note from a Parkite of 12 years hoping that the city will allow/enable Versante to continue their On the Lawn summer events! It's such an amazing asset to the community!!

Thank you,

Carla Boecklin

--

carla boecklin
805/218.3519
carla@carlaboecklin.com
www.carlaboecklin.com
www.facebook.com/carla.boecklin.photography

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:55 PM
To: Makena Hawley
Subject: FW: [External] Versante

Follow Up Flag: Follow up
Flag Status: Flagged

From: Nann Worel <nann.worel@parkcity.org>
Sent: Tuesday, June 7, 2022 1:33 PM
To: planning <planning@parkcity.org>
Subject: Fwd: [External] Versante

Nann Worel
Mayor
Park City Municipal Corporation
O: 435-615-5010 C: 435-513-9955

Begin forwarded message:

From: Michael DeJarnette <michaeldejarnette@gmail.com>
Date: June 6, 2022 at 3:00:20 PM MDT
To: Nann Worel <nann.worel@parkcity.org>
Subject: [External] Versante

[CAUTION] This is an external email.

Ms. Mayor,

Please make this message part of public record.

My family and I benefit greatly from the outdoor dining area at Versante and hope that the City Planning Commission will allow them to continue. We often ride public transit or bicycles to dine outdoors at the restaurant. We believe that Versante and the Peaks Hotel provided great value to our community during the pandemic. This establishment was very brave and created in providing a safe dining option for Park City residents during that difficult time and we hope they will be rewarded by being able to continue the outdoor operations.

Kind regards,
Michael DeJarnette

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:55 PM
To: Makena Hawley
Subject: FW: [External] Versante Patio

Follow Up Flag: Follow up
Flag Status: Flagged

From: Nann Worel <nann.worel@parkcity.org>
Sent: Tuesday, June 7, 2022 1:36 PM
To: planning <planning@parkcity.org>
Subject: Fwd: [External] Versante Patio

Nann Worel
Mayor
Park City Municipal Corporation
O: 435-615-5010 C: 435-513-9955

Begin forwarded message:

From: Brittney Stephens <brittney@gododiscoveryco.com>
Date: June 6, 2022 at 1:44:08 PM MDT
To: Nann Worel <nann.worel@parkcity.org>
Subject: [External] Versante Patio

[CAUTION] This is an external email.

Mayor Nann Worel- I wanted to let you know how much our friends and family enjoyed walking and biking to Versante's spacious patio last Summer. Our hope is that they can continue to be an outdoor destination for the community.

Please consider giving them permission! :)

Thank you,
Brittney

Brittney Stephens
VP, Client Services

GoDo Discovery Co.
C: 817.917.7285
@brittney.stephens

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:52 PM
To: Makena Hawley
Subject: FW: [External] Versante Patio

Follow Up Flag: Follow up
Flag Status: Flagged

From: Brittney Stephens <brittney@gododiscoveryco.com>
Sent: Monday, June 6, 2022 1:45 PM
To: planning <planning@parkcity.org>
Subject: [External] Versante Patio

[CAUTION] This is an external email.

Planning Commission- I wanted to let you know how much our friends and family enjoyed walking and biking to Versante's spacious patio last Summer. Our hope is that they can continue to be an outdoor destination for the community.

Please consider giving them permission! :)

Thank you,
Brittney

Brittney Stephens
VP, Client Services
GoDo Discovery Co.
C: 817.917.7285
@brittney.stephens

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:51 PM
To: Makena Hawley
Subject: FW: [External] Versante

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----

From: Madison Meyers <missmaddemeyers@gmail.com>
Sent: Monday, June 6, 2022 1:25 PM
To: planning <planning@parkcity.org>
Subject: [External] Versante

[CAUTION] This is an external email.

>
> Please open the lawn at versante!! We want this space utilized for our kids and community!
>
> Madison M. Carte

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:51 PM
To: Makena Hawley
Subject: FW: [External] Support for Versante on the lawn

Follow Up Flag: Follow up
Flag Status: Flagged

From: Henry Gallagher <gallagher.henry@gmail.com>
Sent: Monday, June 6, 2022 12:44 PM
To: Nann Worel <nann.worel@parkcity.org>; planning <planning@parkcity.org>
Subject: [External] Support for Versante on the lawn

[CAUTION] This is an external email.

Hello!

I am writing to express my support to approve permits for Versante on the lawn. Versante has become a staple and contributor to the Park City community. We need them and the kind of space that they are trying to provide. We seriously have nothing like the space they want to open and every other city and town does.

Thanks,

Henry Gallagher

Makena Hawley

From: planning
Sent: Tuesday, June 7, 2022 2:51 PM
To: Makena Hawley
Subject: FW: Versante Lawn Patio support

Follow Up Flag: Follow up
Flag Status: Flagged

From: Matt Meddock <matt@sessionswcd.com>
Sent: Monday, June 6, 2022 12:07 PM
To: planning <planning@parkcity.org>
Cc: Nann Worel <nann.worel@parkcity.org>
Subject: Versante Lawn Patio support

Dear Planning Commissioners,

My name is Matt Meddock and I'm emailing you in support of Versante's plan to open up their grass patio ASAP. I understand that there are some parking considerations. I personally am all too familiar with these parking concerns as I own multiple restaurants (hopefully one in PC soon!) and that this is part of my everyday life when getting new stores open. My experience is that the concerns that we have are typically overridden, once the operation actually comes to fruition. We all experienced this during covid where we were forced to keep people outside, this took up vital parking spaces, but yet there was never any parking issues.

Speaking of covid, we have no idea when the next pandemic will happen. Some people believe we are still in a pandemic. Given the most recent issues we have had globally and nationally, I believe it would be in the best interest of our community to keep as many people outside as possible. Not to mention, isn't that what Park City is all about? Being outside and our community?

It's my understanding that Versante has presented a parking plan, they have also presented a substantial discount for families who are willing to ride bikes, or take our wonderful public transportation. This incentive will for sure have my family of 5 riding our bikes there.

I hope that we can come up with a suitable solution that keeps in mind the BIG Picture, keeps the health of the community at the forefront of decision making, and continues to keep the lifestyle of Park City alive and well!

Thanks for your consideration and the work that you do.

SESSIONS WEST COAST DELI

Matt Meddock | Chief Shaka Giver
Phone: 714.457.9747

Email: matt@sessionswcd.com

Web: sessionswcd.com

Newport Beach | Huntington Beach | Irvine

South Coast Plaza | Fashion Island | Mission Viejo



Matthew 9:17



Begin forwarded message:

From: Kristin Russell <love2boutside@gmail.com>

Date: June 6, 2022 at 5:00:50 PM MDT

To: Nann Worel <nann.worel@parkcity.org>

Subject: [External] Fort public record - Versante outdoors

[CAUTION] This is an external email.

Please note that as residents of Park City we look forward to all outdoor dining options and count on being able to enjoy Versante's side yard. I'm dismayed to hear that there is talk to take away their right to use that. Please be sure that the residents continue to have that beautiful setting to enjoy great food and music outdoors and off the busy streets of old town.

Thank you,
Kristin Russell

Begin forwarded message:

From: Olivia Boger <olivia.boger@gmail.com>

Date: June 6, 2022 at 10:59:12 PM MDT

To: Nann Worel <nann.worel@parkcity.org>, planning <planning@parkcity.org>

Cc: Max Artz <mpartz@gmail.com>

Subject: [External] Versante on the Lawn

[CAUTION] This is an external email.

My fiancé and I (and our puppy) love meeting friends at versante on the lawn - such a family friendly place. We don't have anywhere else like it in PC!

Please help them get their permits pushed through so they can open this summer!!

Warmly,
Olivia & Max

Begin forwarded message:

From: samantha daniel <samanthafergusondaniel@gmail.com>

Date: June 6, 2022 at 7:10:40 PM MDT

To: Nann Worel <nann.worel@parkcity.org>

Subject: [External] Versante permit

[CAUTION] This is an external email.

Hello! I'd like this note to go on public record please.

I'm in support of Versante getting permit again this year for Versante on the Lawn. This is a fabulous experience summer long and Versante has been such a huge support in the community.

Thank you!

Samantha Daniel

Park meadows resident :)

--

Sam Ferguson Daniel

www.samanthadaniel.com

214 208 2733

Begin forwarded message:

From: Frank Mitchell <frank_w_mitchell@hotmail.com>

Date: June 7, 2022 at 7:09:22 AM MDT

To: council_mail@parkcity.org

Subject: Versante

I understand there is going to be a hearing regarding Versante's outside garden and parking. We live nearby and walk there to eat or pick up our carry out orders. In walking by there last night, I noted there is no parking on both sides of the first block. I don't quite understand this as the road seems pretty wide.

While their outdoor space was put in due to Covid, it has been really nice for families to be able to gather in an open area. It allows children to run around and have fun while the parents can talk. It builds a real sense of community. It is something we are lacking in Park City. It should be recognized that not just couples and singles come to Park city to visit or live here; there are also many families.

In general, it seems that in Park city nobody wants anybody parking in "their" neighborhood. We have the signs that are put up during ski season that make us feel like criminals driving through the neighborhoods to run an errand. I feel that the parking policies need to be reviewed in general.

Thank you,
Frank Mitchell

Planning Commission Staff Report



Subject: Bransford Parcels
Application: PL-21-05042
Author: Makena Hawley, Planner II
Date: June 15, 2022
Type of Item: Legislative - Zoning Map Amendment

Recommendation

Staff recommends the Planning Commission (1) review the proposal to rezone Parcels PCA-S-79-B and PCA-S-79-C, also known as the “Bransford Parcels,” from Recreation Open Space to Estate for the construction of two single-family homes, (2) conduct a public hearing, (3) provide feedback, and (4) continue the application to August 10, 2022.

Description

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

Abbreviations

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

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

Summary

The Applicant is proposing a zone change from Recreation Open Space (ROS), where no residential density would be permitted per the zone, to Estate (E) for their two (2) existing parcels to develop a Single-Family Dwelling (SFD) on each parcel for a total of two (2) units for the entire site. The parcels and acreage of each:

- PCA-S-79-C (Also known as the Logan Parcel), 19.80 acres
- PCA-S-79-B, (Also known as the U.P. No. 2 Parcel), 19.82 acres

With the zone change proposal, the Applicant has noted their intent and willingness to accept a Condition of Approval to limit one (1) SFD per existing parcel, for a total of two (2) SFDs, over the entire 39.62 acres. In addition to an approved Zone Change, to propose any development on the parcels the applicant must obtain additional land use approvals, easements, and agreements, including but not limited to:

- Subdivision Plat
- Access to the property and associated easements
- Utilities to the property and associated easements (culinary water, sewer, power)
- Fire Access
- Building Permits
- Soil Conditions Testing
- Mine Hazard Mitigation
- Topsoil Preservation and Final Grading
- Possible Conservation Easements

The Applicant secured access along a portion of Twisted Branch Road ending at the Ontario Ski Bridge (Exhibit E). However, the access easement still does not reach the property. The Applicant has explained in the attached narrative (Exhibit A) that there are numerous challenges to overcome (noted above, inclusive of access, utilities, subdivision plat, etc.) to meet LMC and Building Code requirements for one (1) SFD per parcel. The Applicant's reasoning in requesting a zone change with a maximum density of two SFDs before addressing the other challenges the parcels present is to avoid spending unnecessary time, money, and resources. If the governing bodies of the City find an acceptable defined density for the parcels, the Applicant will tailor the site plan solutions accordingly.

Background

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

The properties were originally two mining claims related to the Heber Mine which were exploratory efforts for silver but did not ultimately prove successful. The parcels are located on the east slope of Flagstaff Peak; the nearest corner of the parcels is approximately 200 feet to the nearest Red Cloud Lot. The parcels are otherwise surrounded by ROS land, including, hiking and biking trails and Deer Valley ski runs, one of which has an easement running through the property.



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

As of 1998 (pre-annexation into Park City), the Snyderville Basin Development Code located the existing parcels in a neighborhood designated West Mountain, within the Mountain/Remote Area which allowed one (1) dwelling unit per 40 acres ('desirable' noted on Zone Map) and one (1) residential unit per 20 acres ('mandatory' noted on Zone Map) (Exhibit I). After the annexation of the parcels into Park City, the area was zoned Recreation and Open Space (ROS) Master Planned Development (MPD) in which a Single-Family Dwelling (SFD) is a prohibited Use.

April 13, 2022 Planning Commission Meeting

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

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

- Where is the development going to be located?
 - Private roads
 - Two SFDs
 - Utilities
 - Limits of disturbance
- What other impacts need to be considered?
 - Trails
 - Access to services
- What type of precedent would this set?

Analysis

Per Land Management Code (LMC) [§15-12-15 B\(3\)](#), *"The Commission shall initiate or recommend zone changes The Commission shall hear all requests for zone changes and forward a recommendation to City Council for action. . . ."*

LMC [§ 15-1-7](#) outlines the process for amendments to the Zoning Map, requiring public notice to each owner of record affected by the proposed change, a public hearing before the Planning Commission, a Planning Commission recommendation to the City Council, and a City Council public hearing and final action. If written objections are submitted relating to the Zoning Map amendment, the Planning Commission considers each objection when adopting its formal recommendation and forwards all objections to the City Council.¹

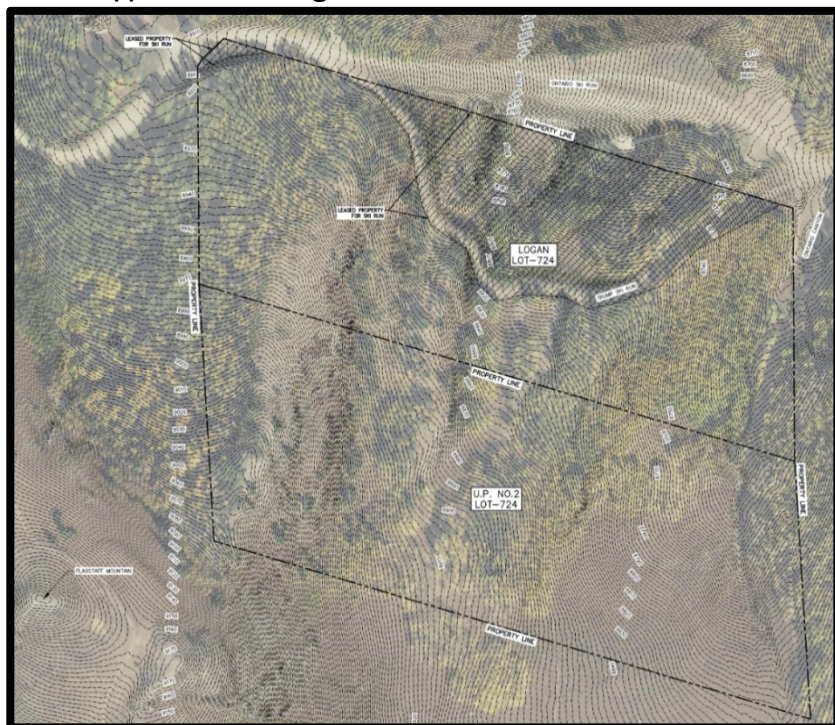
At the April 13, 2022 Planning Commission meeting, several areas required additional

¹ LMC [§ 15-1-7\(B\)\(2\)\(c\)](#).

analysis which are reviewed below:

- (I) Existing Conditions
- (II) Proposed Location of Development and Disturbance
- (III) Precedence
- (IV) General Plan Compliance

(I) Existing Conditions



The entire site consists of 39.62 acres and contains significant amounts of vegetation including, but not limited to, aspen, conifer, snowberry, elderberry, mountain brome grass, scrub oak, and slender wheatgrass. The slopes on the site range from 10% to 70% and the elevation decreases going north. Approximately 68% of the site area (or 27 acres) contains slopes under 30%; this leaves the other 13 acres of the site with slopes greater than 30%. A ridgeline runs to the east of the site varying from slight rock outcroppings to nearly vertical cliffs. A more

site-specific analysis is required at further stages or as the Commission suggests.

Though there are a few existing recreational trails through the parcels the only existing easement on the property is granted to Deer Valley as a ski trail (Trump run). There are no City easements for the existing trails on the property, as confirmed by the Open Space and Trails Manager.

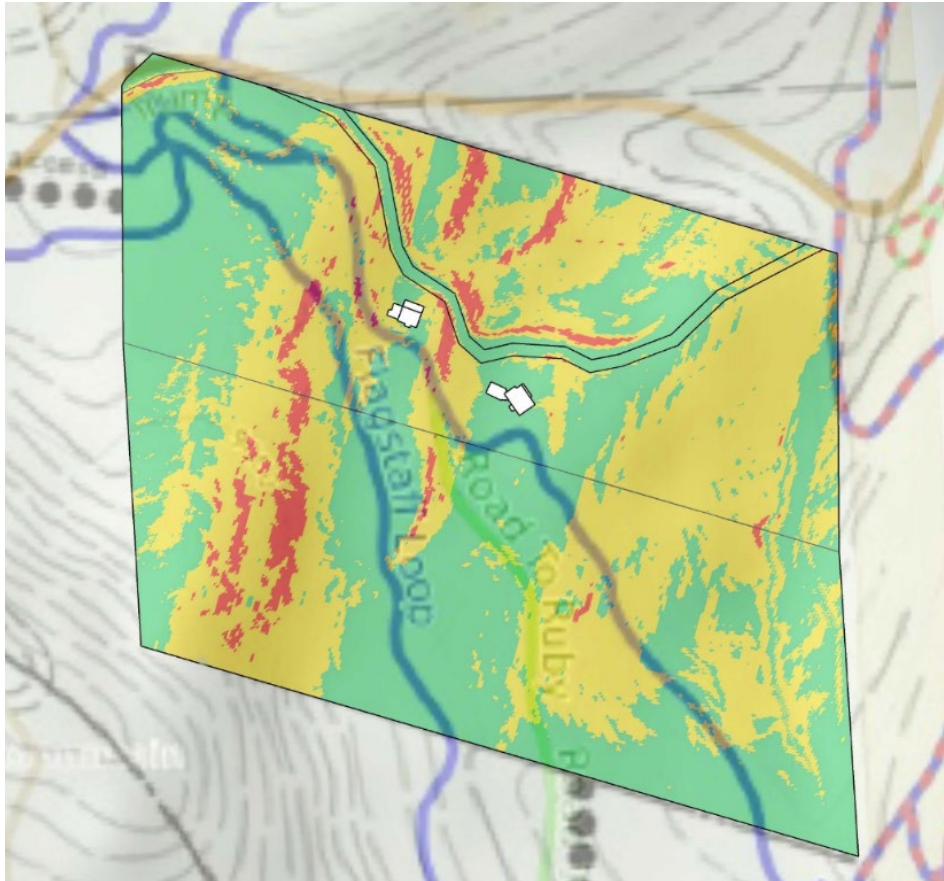
(II) Proposed Location of Development and Disturbance

The Applicant has created several illustrations to support visualization of the proposed development. Previously, the Commission requested an approximate location of the private roads, the homes, utilities, and LOD assumptions.

The Applicant has attempted to illuminate their proposal by first utilizing a heat map showing the range of slope percentages:

- Green: slope is $\leq 15\%$
- Yellow: slope is between 15% and 30%
- Red: slope is $> 30\%$

The Applicant intends to not develop on slopes over 30%, and additionally, the property is within the Sensitive Lands Overlay which holds regulations on development proposed on a slope over 10%.



Slope percentage heat map - Applicant has proposed the above sites as possible development options (Image provided by Applicant, available in Exhibit A).

The Applicant took the acreage with slopes over 15% to assume a percentage of preserved acreage of 88.99% of the total parcel (Exhibit A). Additionally, with the assumption that each Estate-zoned area will be a maximum of 3 acres and an approximate additional 1 acre of land disturbed for the road (40' wide road, approximately 1,100 feet long), for a total of 7 acres. The Applicant proposes preservation of 82% of the existing land.

Grade Range			Area	Acerage	Percentage	Preserved or undisturbed acreage	
0%	to	8%	24,169.22	0.55484894	1.40%		
8%	to	15%	166,384.57	3.81966414	9.62%		
15%	to	25%	576,500.62	13.2346331	33.32%		
25%	to	30%	285,766.93	6.56030601	16.52%	55.66%	88.99%
30%	to	100%	677,153.26	15.5452998	39.14%		
			1,729,974.60	39.7147521	100.00%		
			2 pads	6	-18%	Portion proposed for Conditional Zone Change	
			Private Drive	1			
			Percentage preserved		82%	NIC the undisturbed majority of each 3 acre Estate Pad	

Land Calculations (Image provided by Applicant, available in Exhibit A)

Three acres of Estate Zoning are necessary for each lot to allow a unit of density in the Estate zone, but that does not mean the entire three acres would be disturbed. Several subdivisions have planned similar buildable areas such as [Red Cloud](#) which designated Lots to certain acreage, as low as .95 acres to as high as 2.5 acres, and designated the rest of the land ROS. [Morning Star Estates](#) has a similar scheme with larger Lots that have dedicated building zones and the rest of the Lot is zoned ROS. Both subdivisions also have maximum home sizes or footprints, maximum irrigated or landscaped areas, and other restrictions to maintain a reliable Limits of Disturbance (LOD) area.

This proposal was brought to the Development Review Committee in front of the Water Department, Engineering Department, and Rocky Mountain Power, amongst others. All parties concluded more information would be necessary to conceptualize workable plans:

- Secure public utility easements or purchase of ROW for access to land with utilities.
- Sewer system would be a challenge that would need to be reviewed closely.
 - Homes would most likely require a pump station and low-pressure sewer system due to the location. The Synderville Basin Water Reclamation District would need more definitive plans to review accurately.
- Fire District would require a turnaround.
 - The Fire Marshal noted that they would require a 90' turnaround and roads that were 26'-32' in width.
- Police Department will need agreements and access once a road is established in order for first responders to have the appropriate ability to reach the property.
- Water Dept.
 - Concept plans would be required to evaluate properly. State approval would be required along with Red Cloud Agreements for connection.
- Trails
 - The Applicant has reached out to the Trails and Open Space Manager. In summary, the City would like to preserve the trails in their location as much as possible if they are to be re-located. To preserve trails conditions proposed by the Trails and Open Space Manager included:

- Provide easement for the trails (new or existing which did not get moved).
- Developer funds any required relocation of trails.
- Maintain or enhance existing trail lengths/connections.

Staff acknowledges that some details can be confirmed throughout the plat amendment process. This will give the Planning Department, the Planning Commission, and City Council the opportunity to specify details of development for this area. However, with an unquantified and unregulated amount of disturbance, staff cannot propose a recommendation at this time. For this reason, staff finds the below information to be reviewed or to condition the zone change to ensure approximate estimates on disturbance:

- Applicant shall present two, 3-acre sites to propose the Estate zone changes, while the remaining acreage stays in the ROS zone.
- Condition the plat to require a common drive for the entrance to the properties.
- Condition the plat to require a building pad.
- Condition the plat to require a maximum house size.
- Consider a condition to the plat to require that all buildings achieve a high level of Energy Use Intensity (EUI) or Energy Rating Index score.
- Consider a condition to the plat to require that all buildings achieve a level of net-zero energy performance.
- Consider energy-saving options such as utilizing infrared heating abilities or prohibiting outdoor heaters, including pavement heaters and outdoor gas heaters, excluding heat tape for roofs. Heat tape must be installed with timers and moisture sensors to reduce energy use.
- Condition the plat to require a maximum landscaped area.
- Consistent with General Plan guidelines, original Flagstaff approvals, and mitigation per the LMC, the Applicant shall propose a conservation easement for the acreage outside of the 6 allocated acres once the road location is confirmed.
- Condition any development to allow utilization of City services but to maintain infrastructure privately.
- Assert a Finding, due to the Applicant's request and lack of plans provided for utility development, the approval of a Zone Change ordinance does not guarantee development.
- Include Open Space and Trails Management conditions as necessary.
- Establish clear findings requiring the finalization of plans for utility development and confirming the approval of a Zone Change ordinance does not guarantee development.

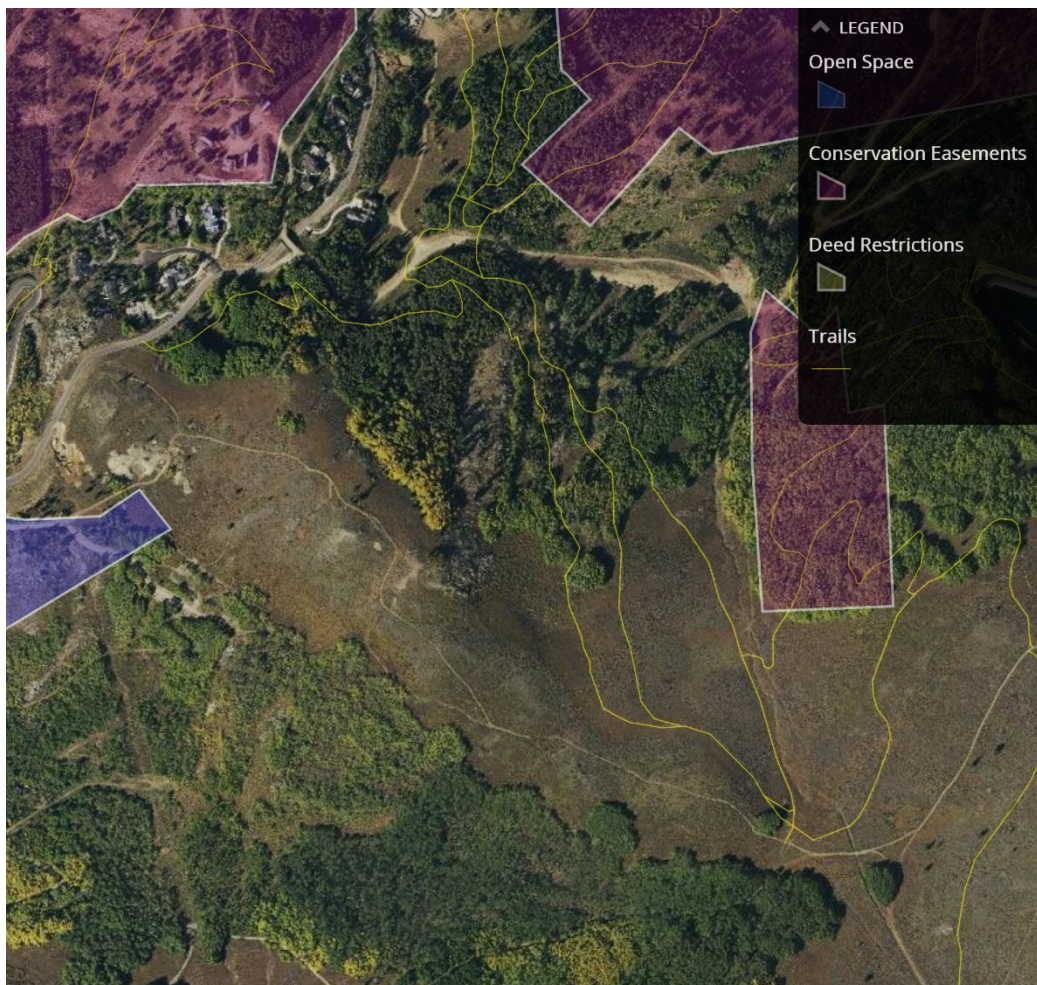
(III) Precedent

This Zone Change application was anticipated in the Empire Pass area by the individual third-party owners in the Red Cloud area. However, any future proposals to rezone Recreation Open Space properties would require the same review by the Planning Commission in a public process, with a recommendation to City Council for the final

determination. This rezone is conditioned to a minimum density that will not create an adverse precedent should other applications materialize.

(IV) General Plan² – Upper Deer Valley

Volume II of the General Plan establishes objectives for each neighborhood in Park City. The Bransford parcels are located in the Upper Deer Valley neighborhood which is oriented towards second homes and nightly rentals. The area is full of conservation easements³ surrounding clusters of development pods with open space.



Open Space Inventory GIS Map over Bransford parcels

The Upper Deer Valley Neighborhood was originally owned by private owners – in this case the property still is. The intent behind the Deer Valley Master Planned Development and was to create a limited number of single family homes within development pods framed with recreation open space (ROS) zoning. Upper Deer Valley is resort oriented and second family home area and the Applicant's proposal is

² [General Plan Volume II – Neighborhoods 3](#)

³ [Open Space Inventory GIS Map](#)

consistent in the context of the area, like Brighton Estates, Bonanza Flats and Red Cloud.

A few notes the Neighborhood of Upper Deer Valley asserts is the importance of General Plan's Goal #1 *"Park City will grow inward, strengthening existing neighborhoods while protecting undeveloped land representative of the communities' core values from future development."* Additionally, a focus on the large energy burden that second homes require despite often being unoccupied is discussed regarding the conflict this has with Park City's climate mitigation strategies. The GP states: *"Future Improvements toward increased energy efficiency in second homes and nightly rentals should be sought to counter the issue."*

Volume 1 of the General Plan Natural Setting⁴ describes Goal 4 of Open Space: *Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting.* This Goal focuses on the protection of natural areas and identifies the Applicants parcels as "Critical Areas" or opportunities for possible open space acquisition in the future. The chapter explains the importance of open space connectivity to support ecosystem health, wildlife corridors, and recreation opportunities.

Staff finds that the number of unknowns in the Applicant's request is too large and additional information or conditions to the Zone Change could be made to ensure a higher level of compliance with the General Plan:

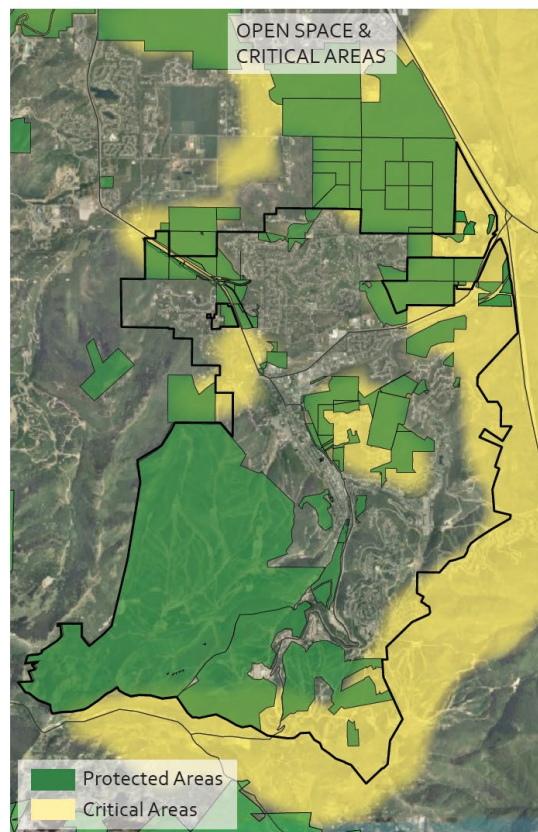
- As development is inherently resource consuming, the Applicant shall propose sustainability measures that support the community's goal of net-zero carbon by 2030, including a consideration of net-zero energy certification as defined by the City.
- Professionally identify and protect any wildlife corridors that may exist on the property.
- Condition the plat to adhere to [§15-5\(N\)](#) Landscaping and replace all Significant vegetation to be removed for development in kind.

⁴ [General Plan Volume I – Natural Setting](#)

Objectives

- 4A** Protect natural areas critical to biodiversity and healthy ecological function.
- 4B** Buffer entry corridors from development and protect mountain vistas to enhance the natural setting, quality of life, and visitor experience.
- 4C** Prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.
- 4D** Minimize further land disturbance and conversion of remaining undisturbed land areas to development to minimize the effects on neighborhoods.
- 4E** Collaborate with neighborhoods to create small parks or passive open space areas.

The map to the right illustrates, in green, those areas that are protected open spaces within and surrounding Park City. It also illustrates, in yellow, those areas that are NOT protected open space within and surrounding Park City. The areas depicted in yellow are those that represent opportunities for possible open space acquisition in the future. These areas illustrate possible connections for Park City's existing open space, connections that provide for trail connectivity and wildlife corridors. If not protected via acquisition, the City should look closely at land use tools to mitigate development impacts by private owners in the future. Open space connectivity is noted in the above Principle 4C - Prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.



NATURAL
SETTING



53

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application. Several concerns were raised such as access easements, water and sewer connections, and fire code compliance and access. These items must be evaluated fully if density is approved for the site, or if the Commission finds the information necessary to evaluate a zone change.

Notice

Staff published notice on the City's website and the Utah Public Notice website on May 23, 2022. Staff mailed courtesy notice to property owners within 300 feet on May 25, 2022. The *Park Record* published notice on May 23, 2022.⁵ Notice was posted off of Red Cloud Trail, across from Ruby Hollow and south of the deer valley ski bridge. As the property does not have existing access and it would be unacceptable to post notice in the middle of the woods where any possible neighbors would be unable to see it. On June 8, 2022, a Public Hearing was held, and the item was continued to a date certain on June 15, 2022.

⁵ LMC [§ 15-1-21](#).

Public Input

Public input is available in Exhibit J.

Exhibits

Exhibit A: Applicant Narrative and Presentation

Exhibit B: Topography Survey with Deer Valley Easement

Exhibit C: Record of Survey December 2013

Exhibit D: JJ Johnson Development Feasibility Study 1981

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

Exhibit F: 2007 Amended Flagstaff Development Agreement and Exhibits

Exhibit G: Park City Annexation of Flagstaff Mountain

Exhibit H: Red Cloud Subdivision Ordinance and Plat

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

Ord. 323

Exhibit J: Public Comment

Bransford Land Company's Zone Change Justification

The Bransford family, doing business as Bransford Land Company, LLC, a.k.a. BLC, has owned two undeveloped mining claims in Park City Municipal since 1925.

The two parcels are:

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

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

In the Amended Restated 2007 Flagstaff Annexation Agreement this area was known as "Pod D" and contained an area referred to as the "Northside Neighborhood" (see: page 5). Deer Valley described it as "Flagstaff Mountain". The private, gated residential Subdivision consists of 30 fully improved lots, now known as "Red Cloud" (their HOA is nested under the EPMOA).

BLC and their neighbors, Stichting Mayflower, were invited to sign the Flagstaff 2007 Development Agreement. Both parties chose **not** to participate. United Park City Mines (Developer at the time) could not guarantee either party of what we might receive by pledging their land. In hindsight, BLC's legal advice proved to be "spot on" with Wells Fargo's ultimate foreclosure of \$160M Loan on Talisker (formerly United Park City Mines), etc.

Those entitlements originally allocated 38 Estate Lots to Pod D if BLC and Stichting Mayflower co-signed the 2007 Flagstaff Annexation Agreement with United Park City Mines and Deer Valley (the Declarant and Developer of what is now known as Red Cloud). It was implicit that 8 of those estates would be allocated to the Mayflower and BLC parcels – if they both signed on. In hindsight, had BLC signed onto the agreement, the declarant would have included their parcels in their Development Approvals. That would have officially changed their zoning from R.O.S. to Estate Residential, provided them with a fully improved easement and, established their density allocation (some of the 8 additional available lots). Consequently, (as Mark Harrington has since advised) now, in order to obtain any development rights on their property, they must file their own development applications. This Zone Change Application is the first step in that process.

Much has changed over the ensuing years:

- The marketplace has proven that there is sufficient demand and capacity to successfully develop this type of high elevation neighborhood.
- All of the 30 fully improved Red Cloud Estate lots have been developed and/or sold.
- Empire Pass has been all but fully developed as well and is considered an unprecedented success.
- The Empire Pass Master Owners Association and its sub- HOAs are well established and are effectively managed.
- United Park City Mines was bought by Talisker; however, that asset (and others) were foreclosed by Wells Fargo.
- Wells Fargo formed Redus LLC to liquidate those assets and assume the role of Declarant.
- Stichting Mayflower sold their assets to Extell (aka R.H. Mayflower and a series of related LLC's) who now own the land on all four sides of the Bransford Parcels.
- We regularly read about their Extell's "Billion Dollar Ski Area" development plans.

Recently, BLC decided to prepare their property for disposition. They retained Kuhn Company, LLC as a consultant to help them do so. BLC acquired an access and utility easement from Redus on Twisted Branch and Red Cloud Trail to the Ontario Ski Bridge (about 1,000 feet from our closest property line). To date, BLC has been unable to negotiate an Easement Agreement across the Mayflower parcel (from the Red Cloud Trail

to the BLC Property Line (or the purchase or the sale of either of their respective parcels). Unfortunately, BLC's path forward from a Zone Change to fully entitled land has evolved into what will be a much more expensive process than signing onto the Flagstaff DIA would otherwise have been. BLC understands that any actual benefit it may obtain from an approved Zone Change to Estate would be conditioned upon subsequently successfully processing a Subdivision Plat under the PCMC Land Management Code.

BLC seeks to secure the Zone Change Approvals before committing to all the attendant costs necessary to submit a fully compliant set of Subdivision Plat documents. The reason for the incremental approach is simple. Before funding those associated costs (such as the updated civil engineering and the acquisition of an easement) BLC's Board determined it first needs to establish that PCMC still believes the land is appropriate for the development of a single residential (or limited number of) Estate on each of its 20-acre +/- parcels. If and/or when PCMC approves the Zone Change application – BLC will continue the process of providing the plans and submittals and all other required materials necessary to process a Subdivision Plat, address impact mitigation, and secure building permits for the required off site roads and infrastructure.

I hope that this brief overview will help you understand our Zone Change Request.

Respectfully Submitted,

Jeffrey Kuhn

On behalf of:

Bransford Land Company, LC



PARK CITY PLANNING COMMISSION PRESENTATION

JUNE 8, 2022



Our Objective

From humble beginnings in 1884 as a seamstress in Park City to a major stock owner in the Silver King Coalition Mine Company, our Great, Great Aunt Susanna Bransford became one of a handful of women in her day to control her own properties and finances.

Now 138 years later, the Bransford sisters find ourselves similarly desiring to manage our family's remaining Summit County property holdings. We have *no interest* in being Developers. Our hope is to prepare our property for a potential sale while maintaining low density and preserving the existing vegetation, wildlife, ski and biking/hiking trails.



INTRODUCTION

The Bransford Sisters

Raised in Salt Lake City; Mary, Carolyn and Anne, (the Bransford sisters) enjoyed spending their childhood to young adult years visiting Park City and traveling Parley's Canyon via the two-lane Lincoln Highway. Summit Park was composed of summer cabins and we enjoyed horse-drawn sleigh rides across what is now the Swaner Preserve all the way to the "White Barn". Mary and Carolyn skied the opening day of Treasure Mountain Resort in December 1963 on a \$3.50 pass and TMR was where Anne made her ski debut on the "T Bar." Our families have enjoyed skiing at Deer Valley Resort since its opening in 1981.



INTRODUCTION

Fond memories include

- attending the first “Open Air Arts Festival” on Main Street in 1969;
- the candy selection and ice cream at Pop Jenks;
- church wood-cutting parties and picnics on our property;
- attending Camp Cloud Rim Girl Scout Camp;
- meals at Mt. Air Café; and
- watching in awe the Engen brothers ski jump off Ecker Hill.

We have enjoyed many family vacations and celebrations through the years, including a family wedding on the Town Bridge in August 2018.



Contributing to the Community

Today we consider Park City our home and, after living outside Utah for many years, we feel we have returned to our family's roots. In addition to inheriting our ancestors' property that we are discussing this evening, all three sisters inherited the volunteer "gene" and work ethic from our mother. Since residing in Park City, we have contributed time and financial contributions to the community and its non-profit organizations.



Bransford Land Company Board Members

Mary Bransford Leader

Park City resident since 2001. A Sales Associate with Summit Sotheby's, Mary has been involved with numerous local non-profits; including the *Women's Giving Fund Grant Committee*, *Egyptian Theatre* and *Women's Ski-Jumping USA*. Her current passion is affordable childcare in Summit and Wasatch counties as a member of the *Early Childhood Alliance* and as Board Member of *PC Tots* for the last four years.

Carolyn Bransford MacDonald

Carolyn returned to Park City in 2016, having lived in England for the previous 30 years. Upon her return she adopted the *Peace House* as a charity and personally shopped and delivered groceries/necessary supplies for more than 4 years. An avid supporter of *The Nature Conservancy*, *NPR*, *Ballet West*, *Fetch*, *National Ability Center* and the *Utah Symphony*, Carolyn is an honorary Trustee of the American Museum in Britain. She enjoys living in Park City and the Bahamas with her Welsh Corgi, Mister Flash.



Mary



Carolyn

Bransford Land Company Board Members

Anne Bransford

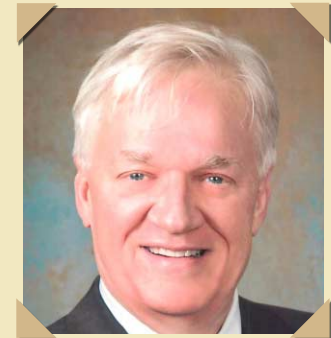
Park City resident since 1999. Single-parent of three children, who attended Park City schools. Served on Park City Board of Education 2008-2012. Former Boards of Mountainland Technical College and *Park City Performing Arts Foundation*. Anne and her two daughters are *Women's Giving Fund* members. She has been an active member of St. Luke's Episcopal Church for 22 years, serving and supporting its missions including *Adopt a Navajo Elder* and the *Project of Deeper Understanding*.

Jonathan D. Niedfeldt

Highland, Utah resident for 29 years. Trusted friend for decades and financial advisor to the BLC Board. Co-founder of Digital Acoustics. Consummate volunteer to the community and mentor to young people throughout the Rocky Mountain Region.



Anne

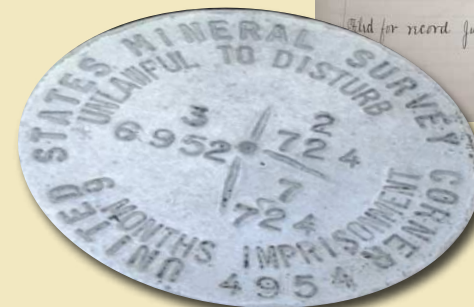
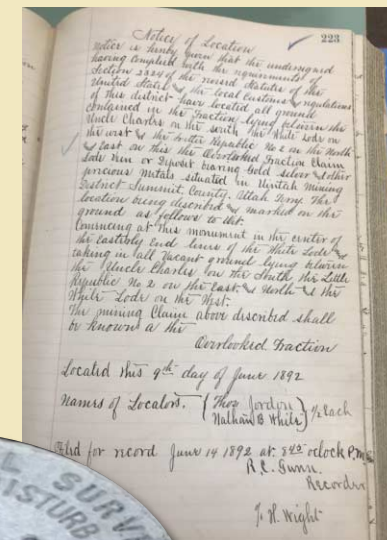
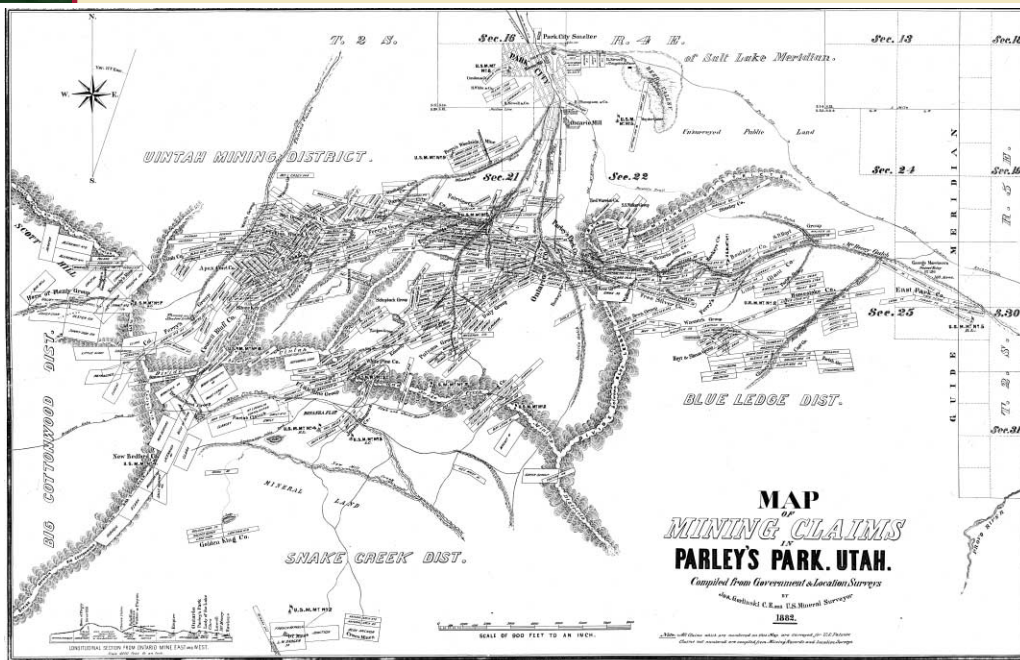


Jon

BRANSFORD LAND COMPANY

The Legacy lives on

The Bransford sisters are 4th generation Summit County land owners; and through our individual Trusts our children and grandchildren are 5th and 6th generation land owners of the Logan #724 and U.P. no 2. parcels. Since the death of our mother Marilyn Bransford (Wallace L.) in 1991, we have spent over 30 years diligently acquiring "bits and pieces" to currently owning 100% of the surface rights and 96% of the subsurface and mineral rights.



Chain of Title

97 years of Bransford Family Ownership

1925 George D. Blood (2ND Uncle) *1st Generation*

1943 Wallace M. & Wallace L. Bransford (Grandfather & Father) *2nd/ 3rd Generation*

1951 Wallace L. & Marilyn A. Bransford (Father & Mother) *3rd Generation*

1975 Marilyn A. Bransford (Mother) *3rd Generation*

1993 Mary B. Leader, Carolyn B. MacDonald & Anne L. Bransford *4th Generation*

2007 Mary Leader Family Trust, Carolyn MacDonald Trust & Anne L. Bransford Trust *4th Generation*
Children of Mary B. Leader and Anne L. Bransford *5th Generation*
Grandchildren of Anne L. Bransford *6th Generation*

2019 Bransford Land Company, LLC, present

Business Relationships on the Mountain

Through the years we have been good neighbors and have had excellent working relationships with Park City Municipal, Deer Valley Resort, Mountain Trails Foundation, Redus Park City, LLC, Red Cloud Home Owners Association and the Empire Pass Master Owners Association. Most recently, we negotiated the conservation of our remaining parcels in Bonanza Flat, Wasatch County, working with Utah Open Lands and Park City Municipal.



Enjoying Our Property

For decades the Bransford parcels totaling approximately 40 acres have provided enjoyment and recreation to our family, friends and the greater Park City community for skiing, hiking, mountain biking, horseback riding, cross-country skiing, snowmobiling, camping, and picnics.



BRANSFORD LAND COMPANY

Enjoying Our Property

Charlie Sturgis and his crew cut mountain biking trails on our property; they include Flagstaff Loop, Road to Ruby and a small portion of Deer Camp.



Enjoying Our Property

For over 20 years the Bransfords have leased to Deer Valley Resort six acres for the Trump Ski Trail.



Location and size approximate



BRANSFORD LAND COMPANY

Thank you for the opportunity to introduce our family.
We look forward to working closely with Staff and the Planning Commission.
Our sincere thanks to Gretchen Milliken and her team and especially MaKena Hawley
for their assistance during this process.





Presentation for 6-8-22 Planning Commission - BLC Conditional Zone Change Application

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

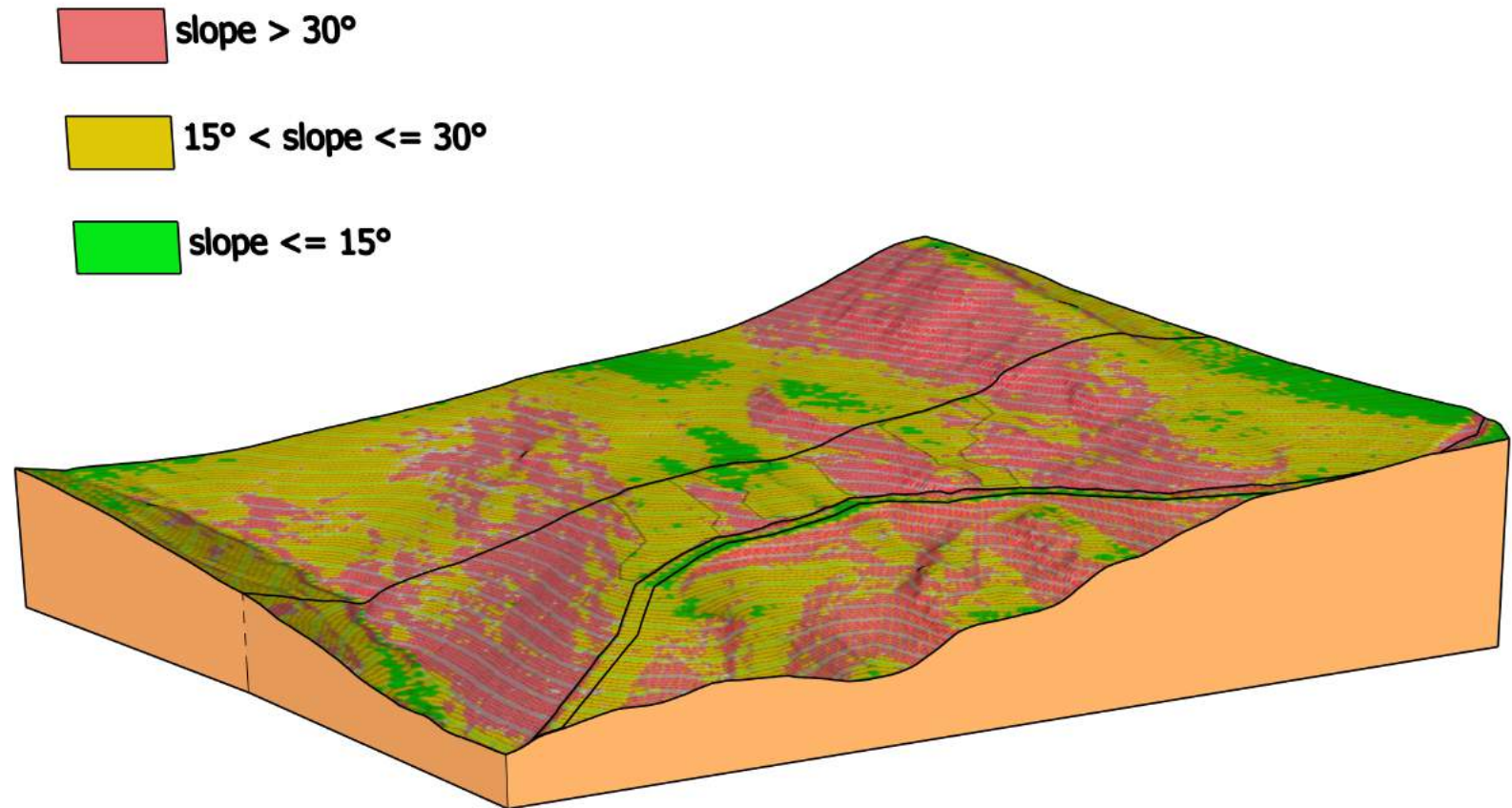
(A Framework for the Preliminary Subdivision Plat)

Work Session Notes:

what we heard the
commissioners ask

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

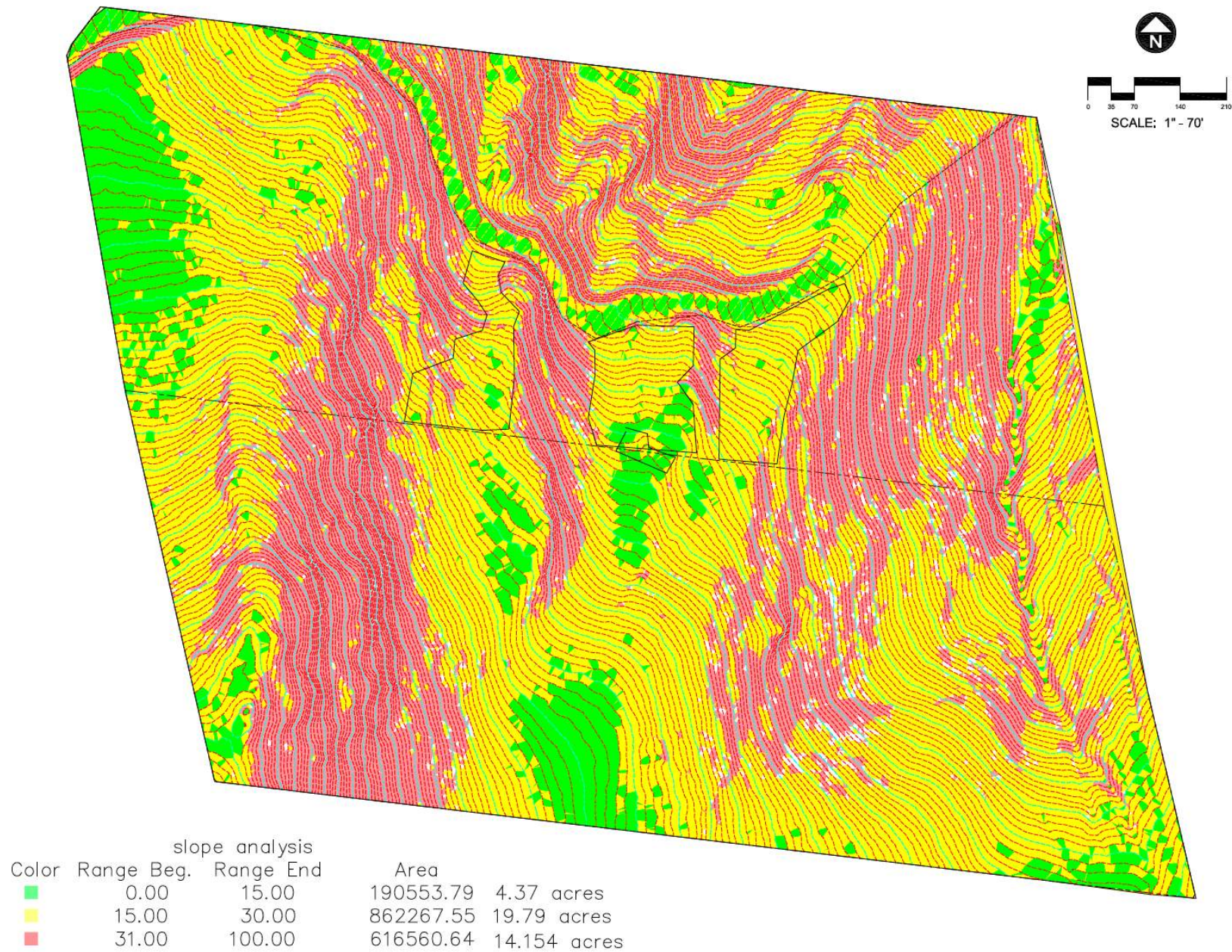
Slope Analysis Display



See last 8 slides for additional displays

Slope Analysis Display

See last 8 slides for additional displays



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

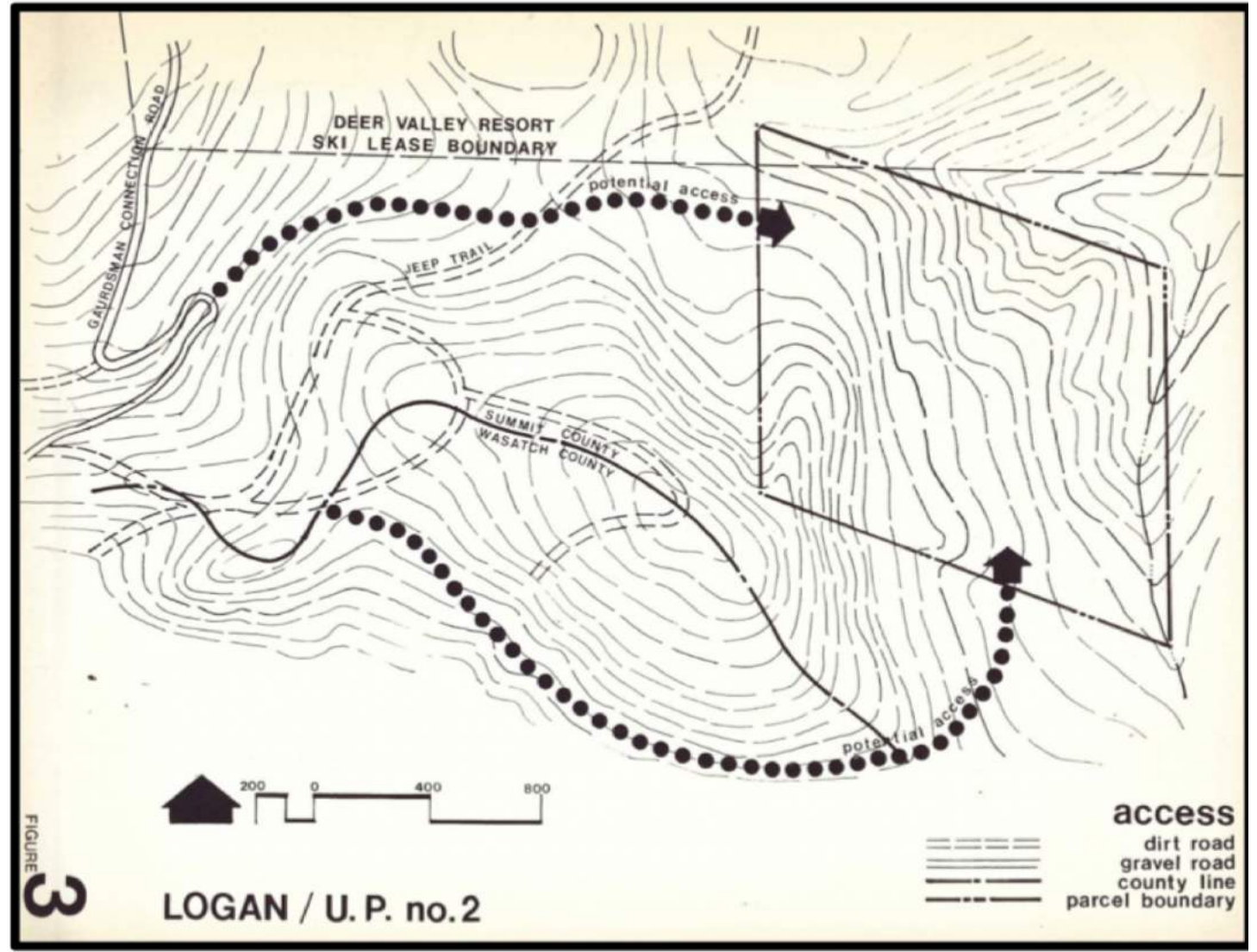
Grade Range			Area	Acerage	Percentage	Preserved or undisturbed acreage	
0%	to	15%	190,553.79	4.37	11.41%		
15%	to	30%	862,267.55	19.79	52%		88.59%
30%	to	100%	616,560.64	14.15	37%	37	
			1,669,381.98	38.32	100.00%		
Impacted Land			2 pads	6	-18%	Portion proposed for Conditional Zone Change	
			Private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

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

Where would the Roads go?

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

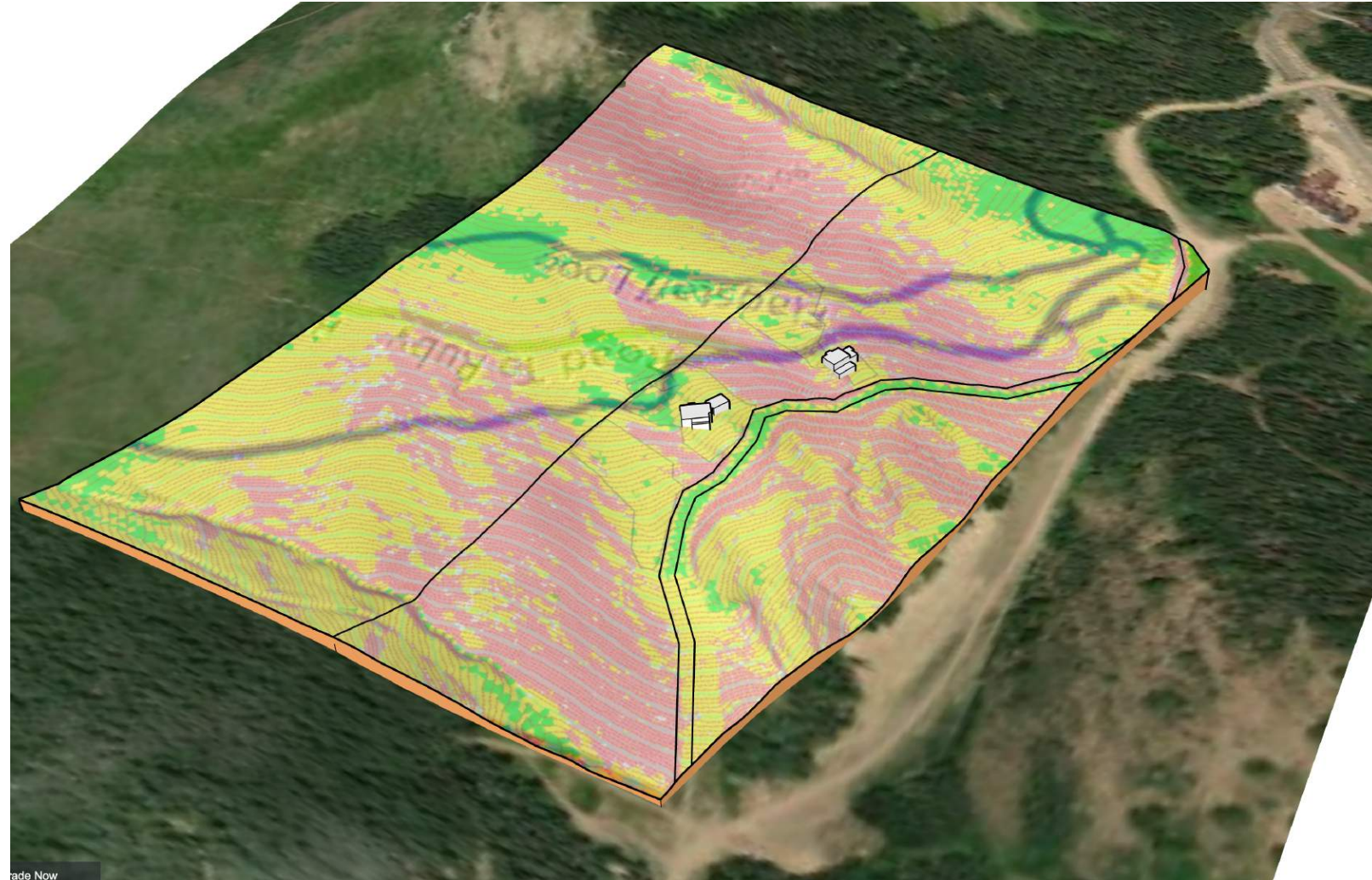
(#s 1 & 2 on the Slope Analysis display)



Where would the homes be?

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

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



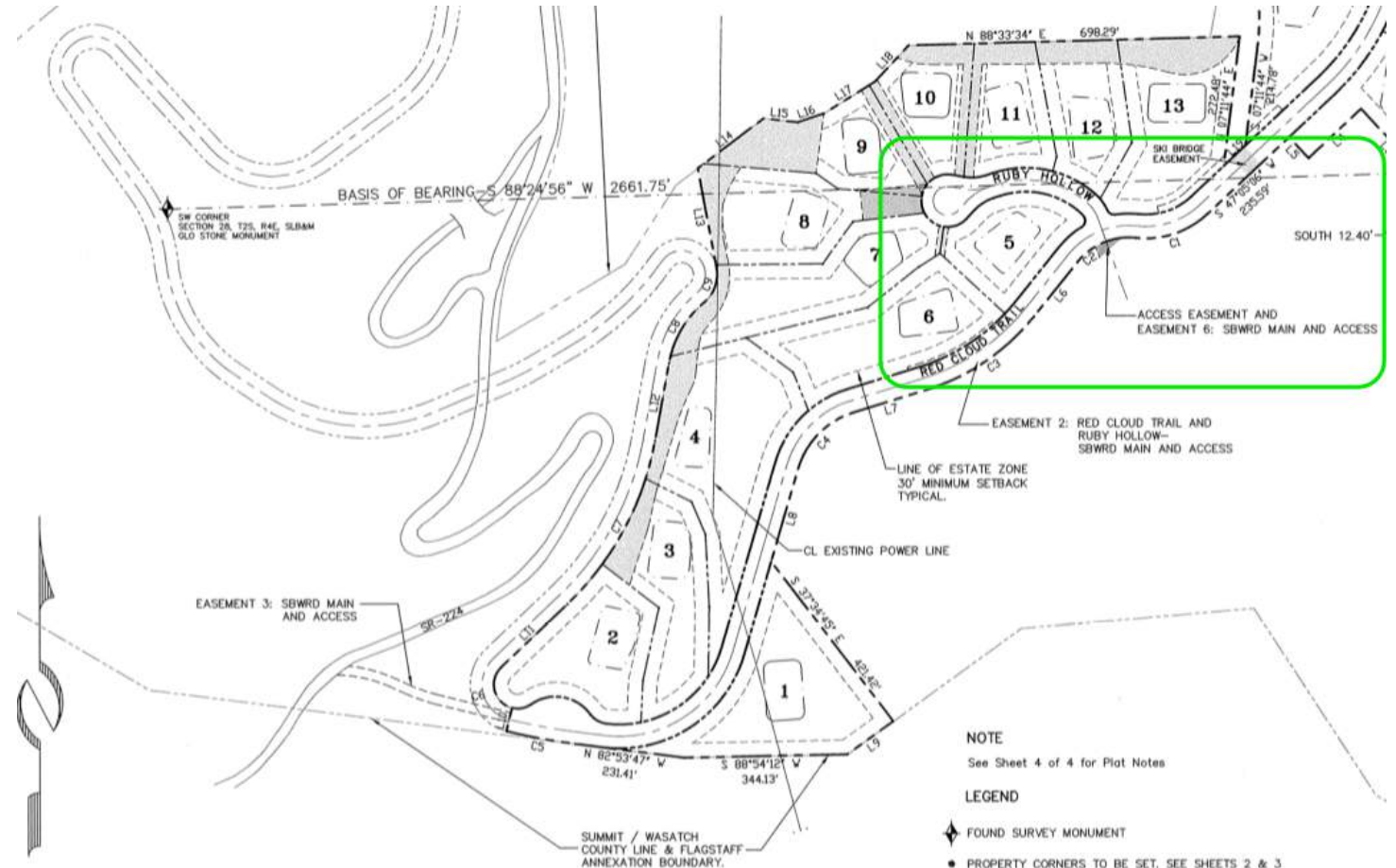


Where would the Lots lines be?

- The blue boxes are “chalked in” lot lines (not including the *portion inside the Trump Ski Run*).
- *We will have the land planners plot precise 3-acre versions as soon as they can free up some time for the task.*
- We think this is a fair representation of what they will produce.

Is sufficient Utility Capacity available and where is it ?

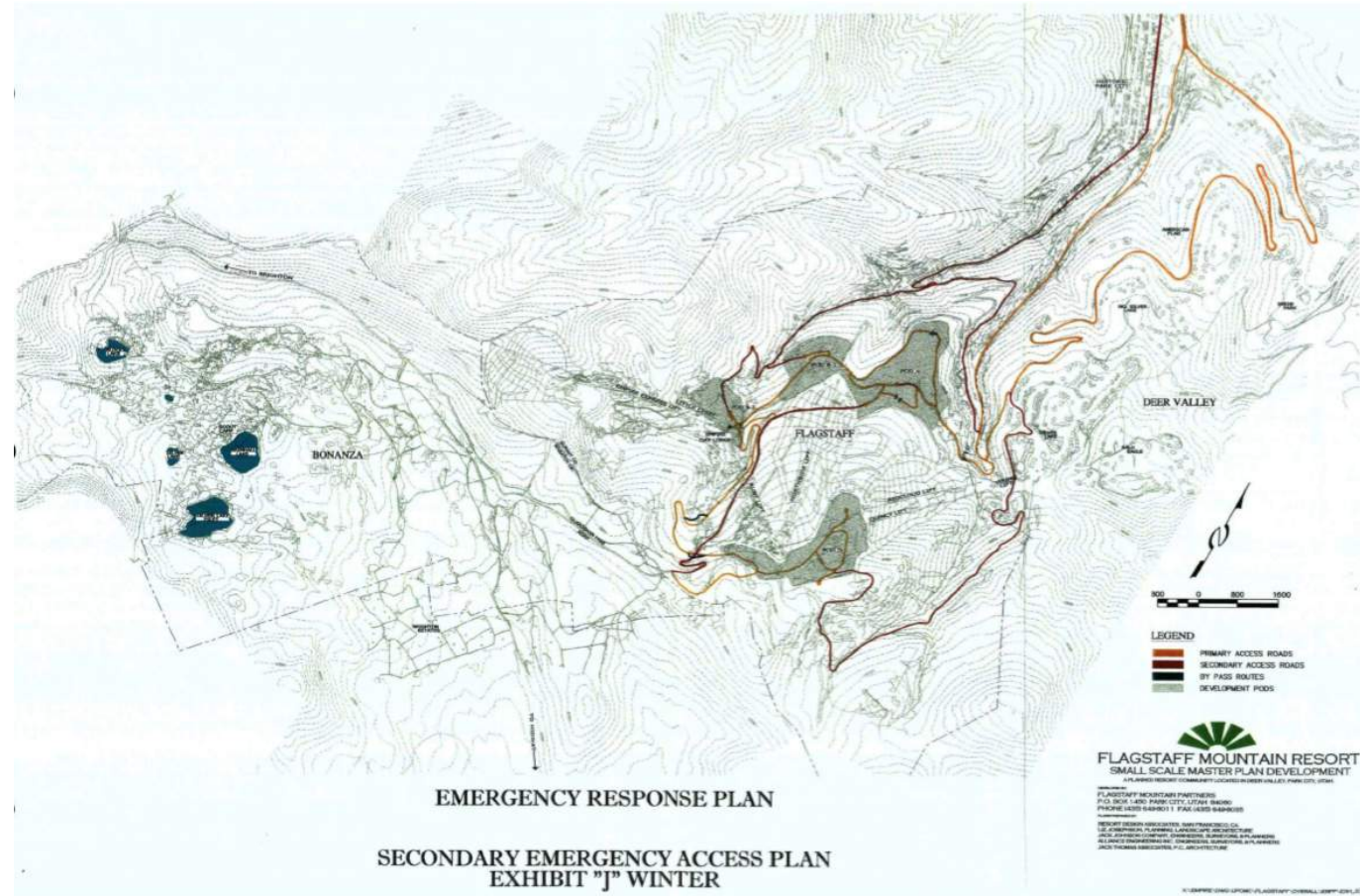
The Developer stubbed the utilities on Red Cloud Trail - across the street from Ruby Hollow – as shown in the green area.



Capacity to provide Emergency Services?

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

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



Other studies referred to in the Flagstaff Annexation Agreement

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

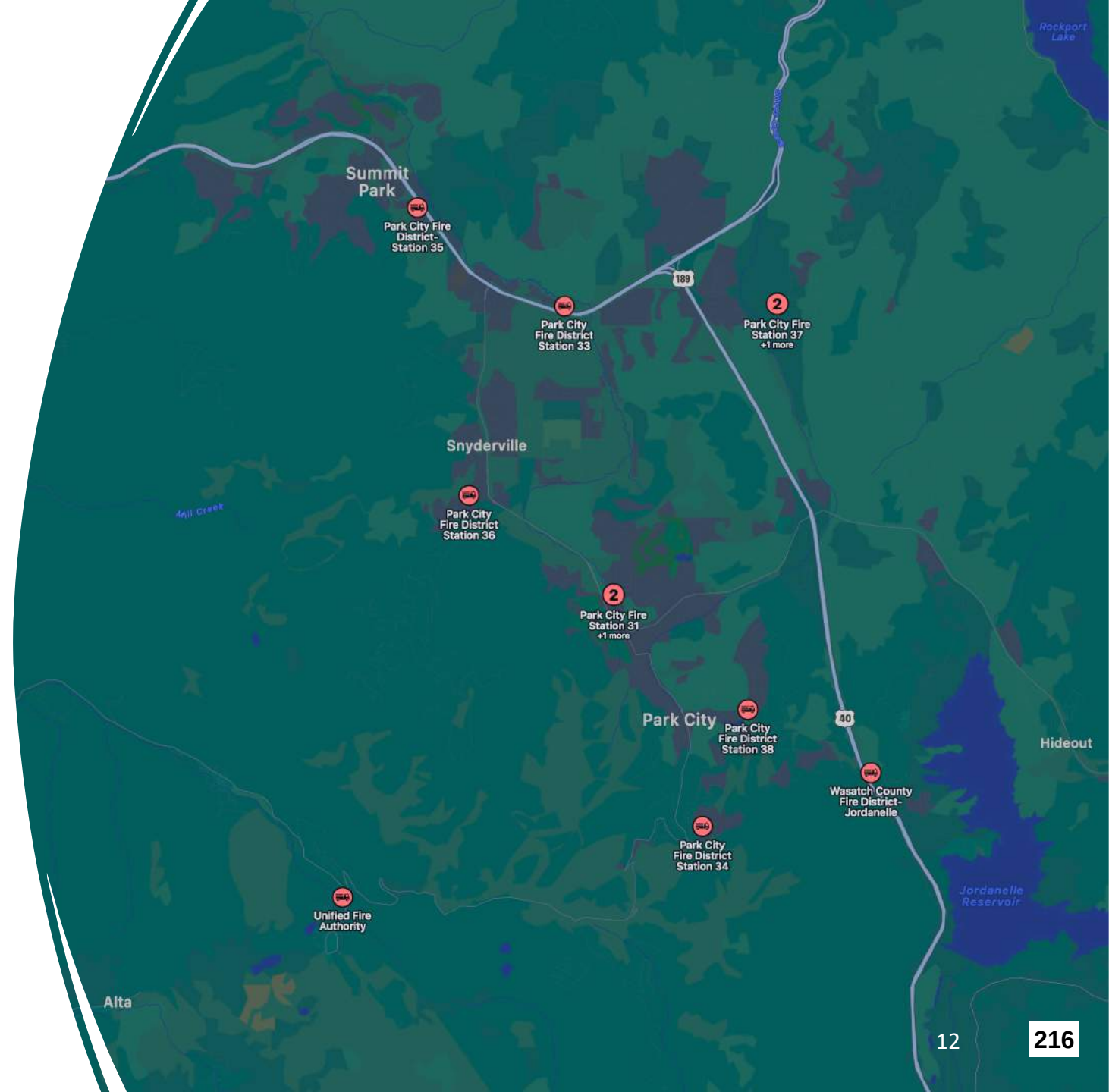
Red Checks indicate those studies we still have original copies of.

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

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

WHERE IS THE CLOSEST FIRE STATION?

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



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

Apparently not -

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

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

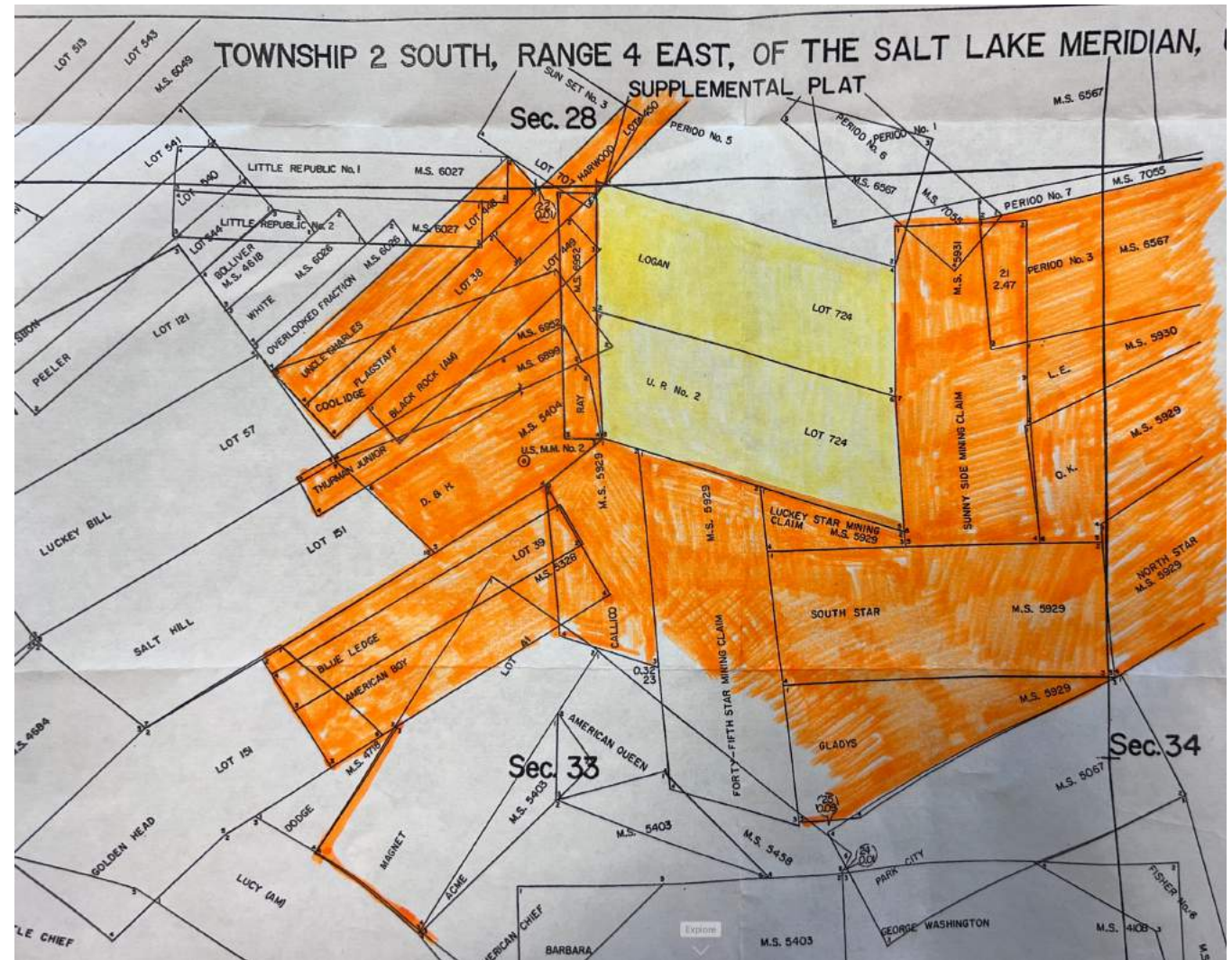
Would our Estate
Zone become an
“Estate Island” in
a sea of R.O.S.
Parcels?

No - we doubt that for the
following reason:

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

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

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



How big will the houses be?

We do not anticipate either Estate would be larger than the homes in the Red Cloud neighborhood.

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

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

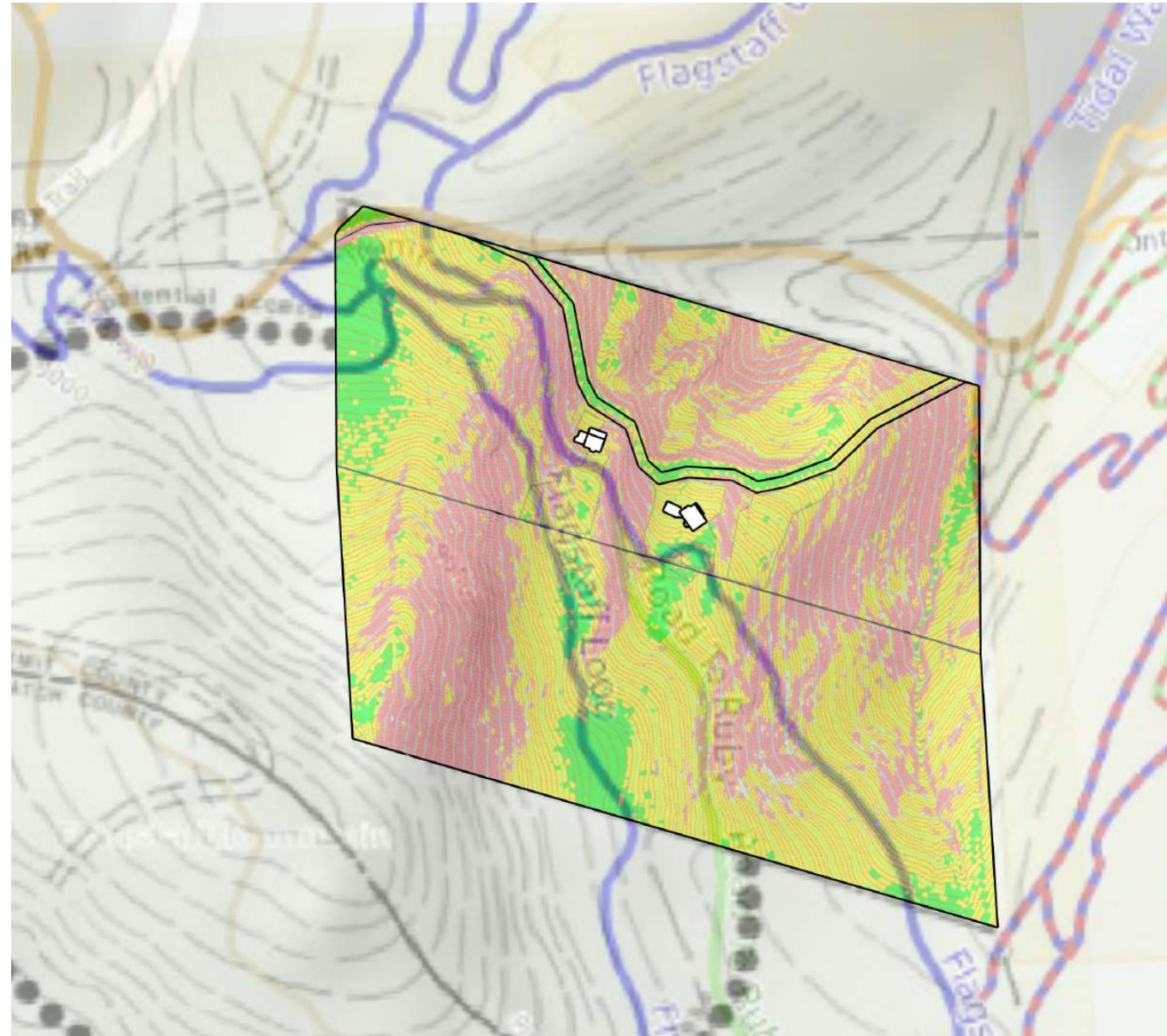


Bike Trails on BLC Land will be protected.

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

They are:

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



Existing Vegetation on BLC Land will be protected.

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

Statements on Good Cause

- The land has been held in Trust as a Bransford Family legacy statement.
- Limiting Density to 1 Dwelling per 20 Acres +/-.
- BLC has already begun exploring Conservation Easements.
- 82% + preserved Open Space.
- Protection of Bike and Ski Trails.
- Protection of existing vegetation.
- Protection of wildlife habitats.



Zone Change Applications

vs.

Sub-division Plat Approvals

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

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

What requirements are necessary to approve a Zone Change Application?

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

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

BLC is Willing to accept Conditional Approval

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

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

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

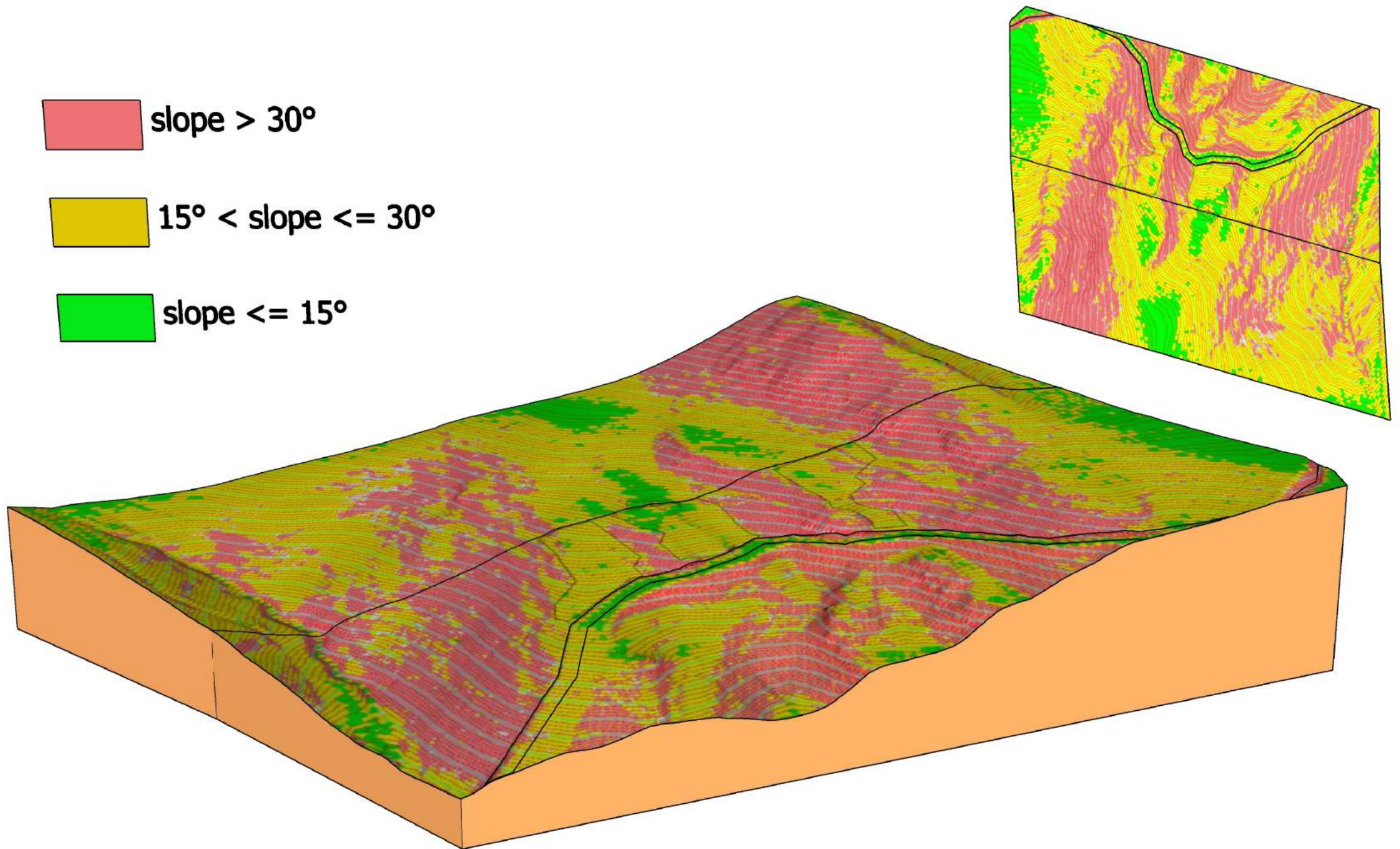
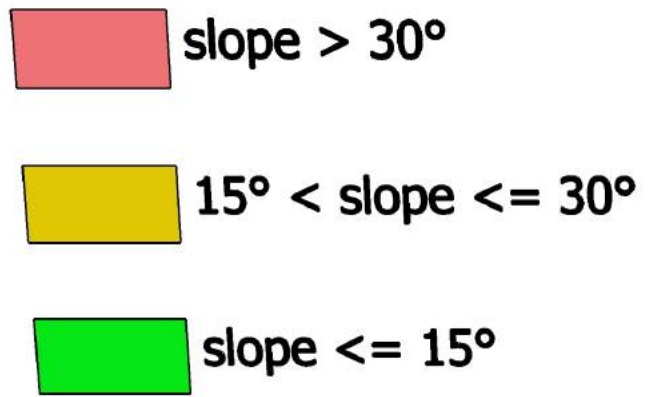
Other Factors:

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

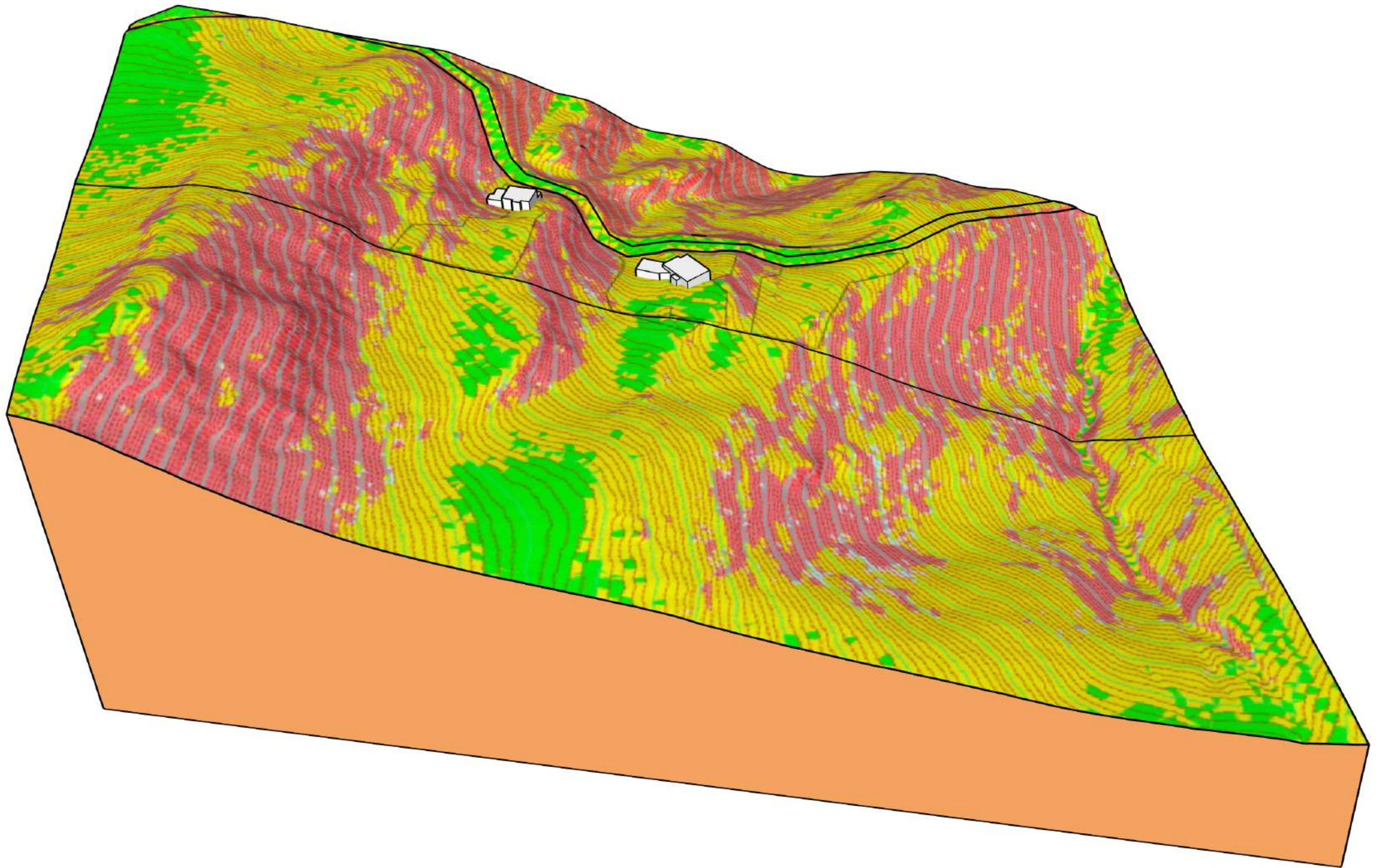
A landing page to a share folder with all the complete digital exhibits referred to in the Deck...

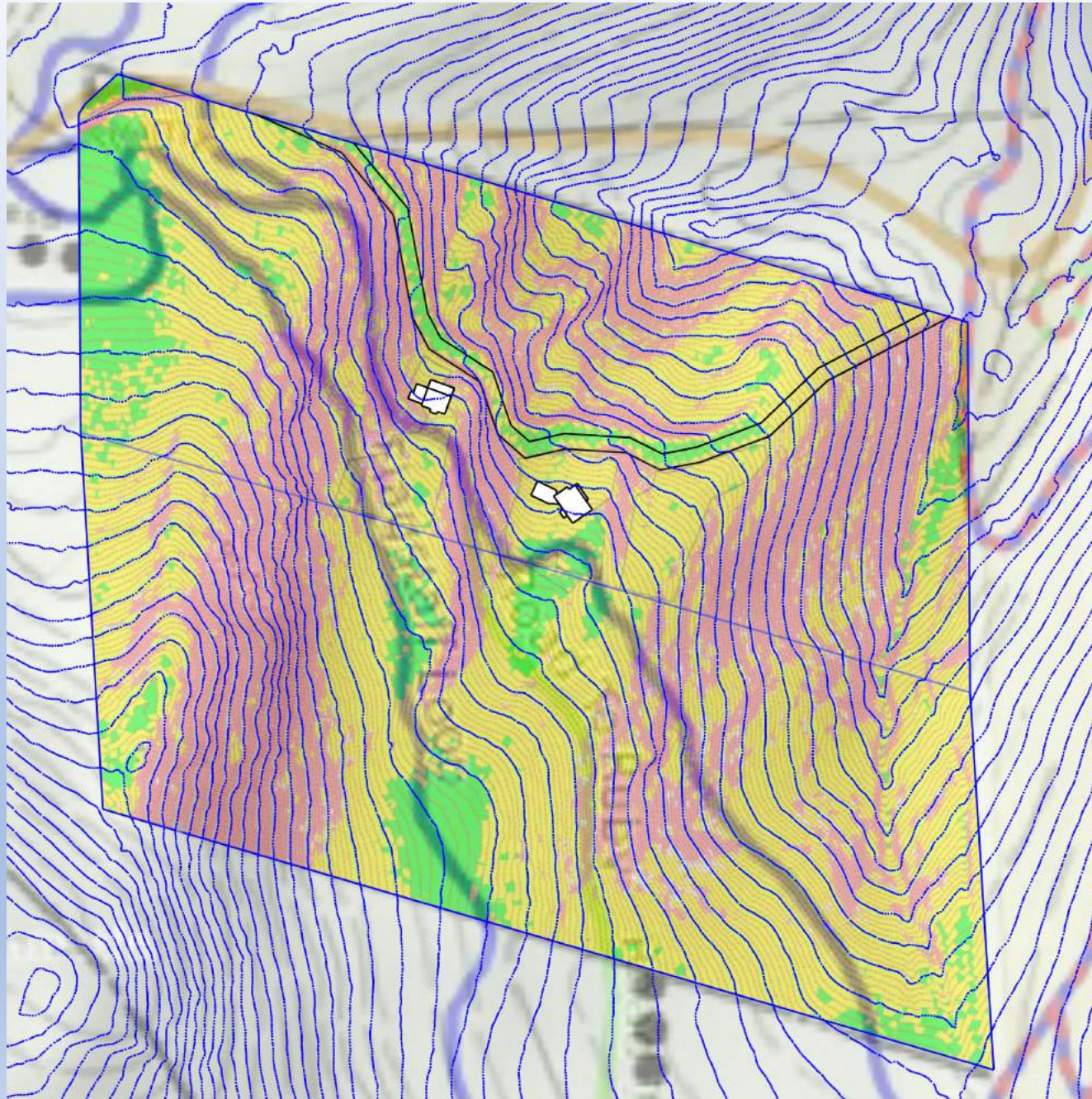


- Anne's intro of BLC to PC
- BLC Slope Analysis Map
- ROM - preserved land calcs
- EMPOA CCRS - building sizes - section 3.2 2 33' height
- Flagstaff Design Guidelines – December 2001
- 3-D Slope Map
- Mining Claims colored maps
- AutoCAD Slope Map over Survey
- And several older documents of record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

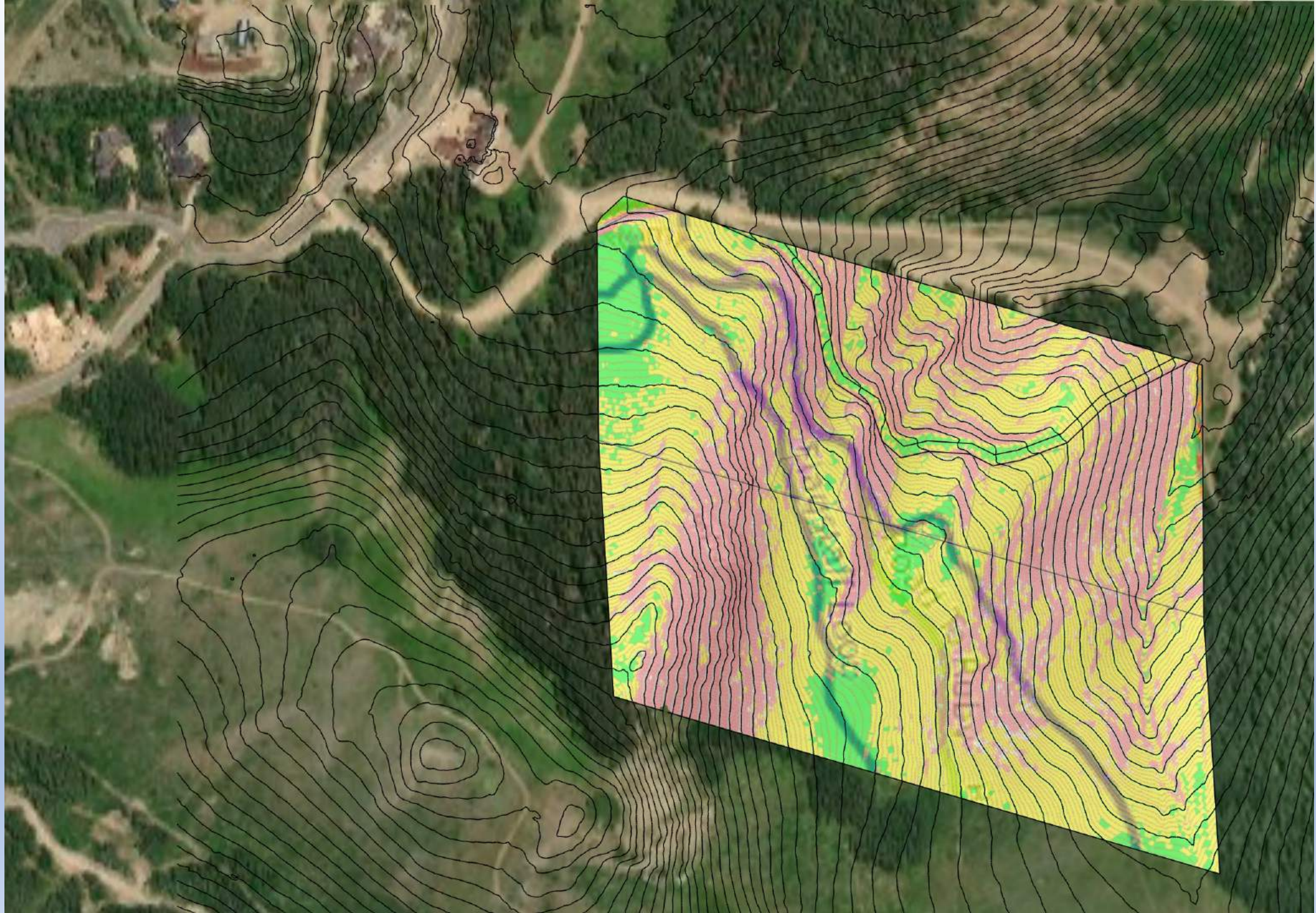


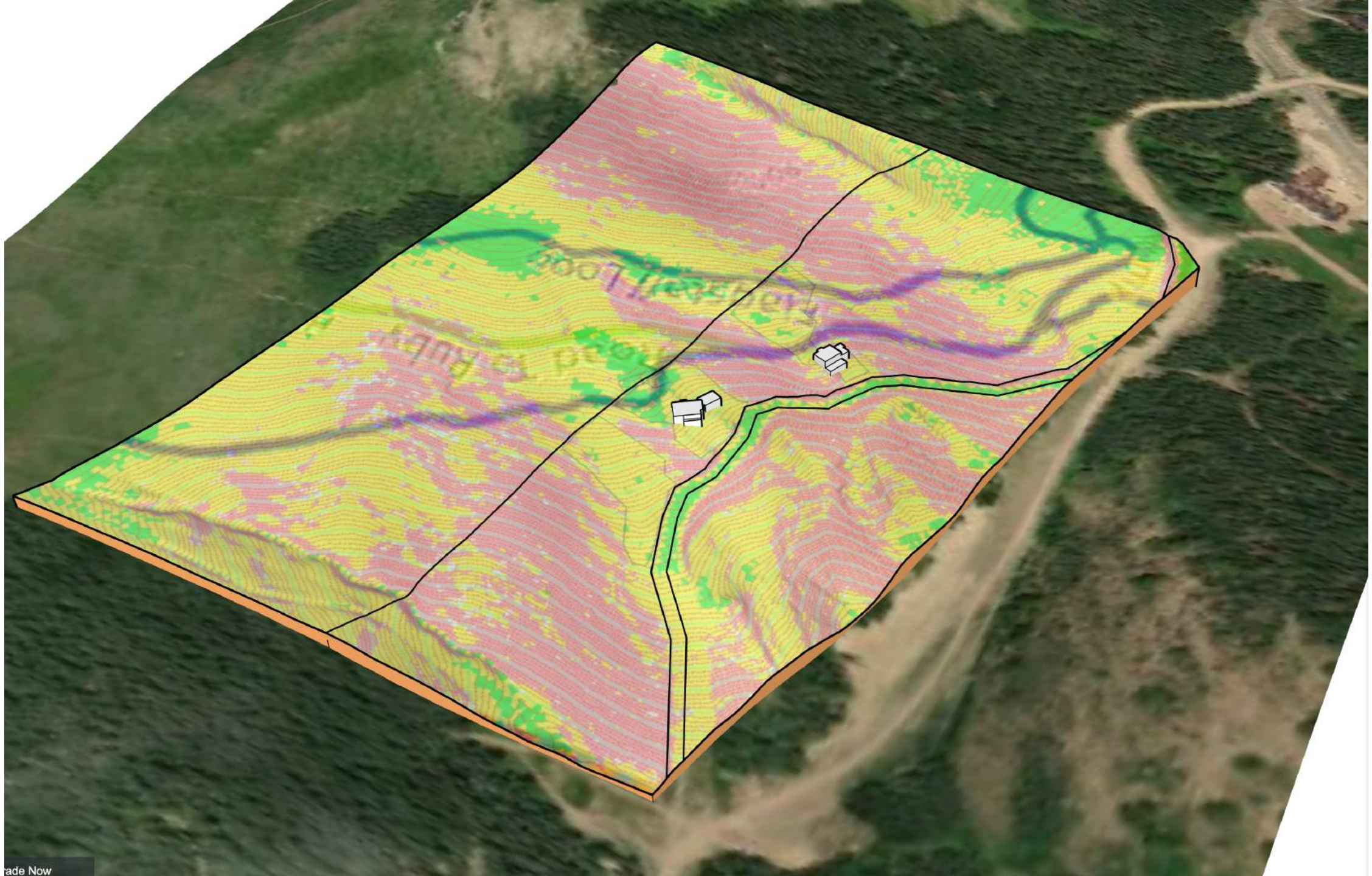
















LOT NO. 724 M.S. NO. 688 UINTAH MINING DISTRICT

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

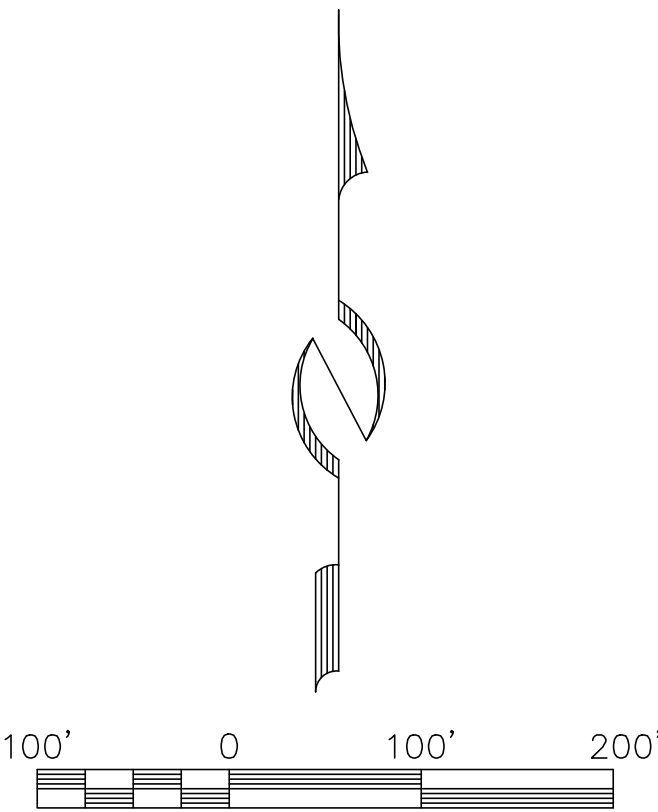


SURVEYOR'S CERTIFICATE

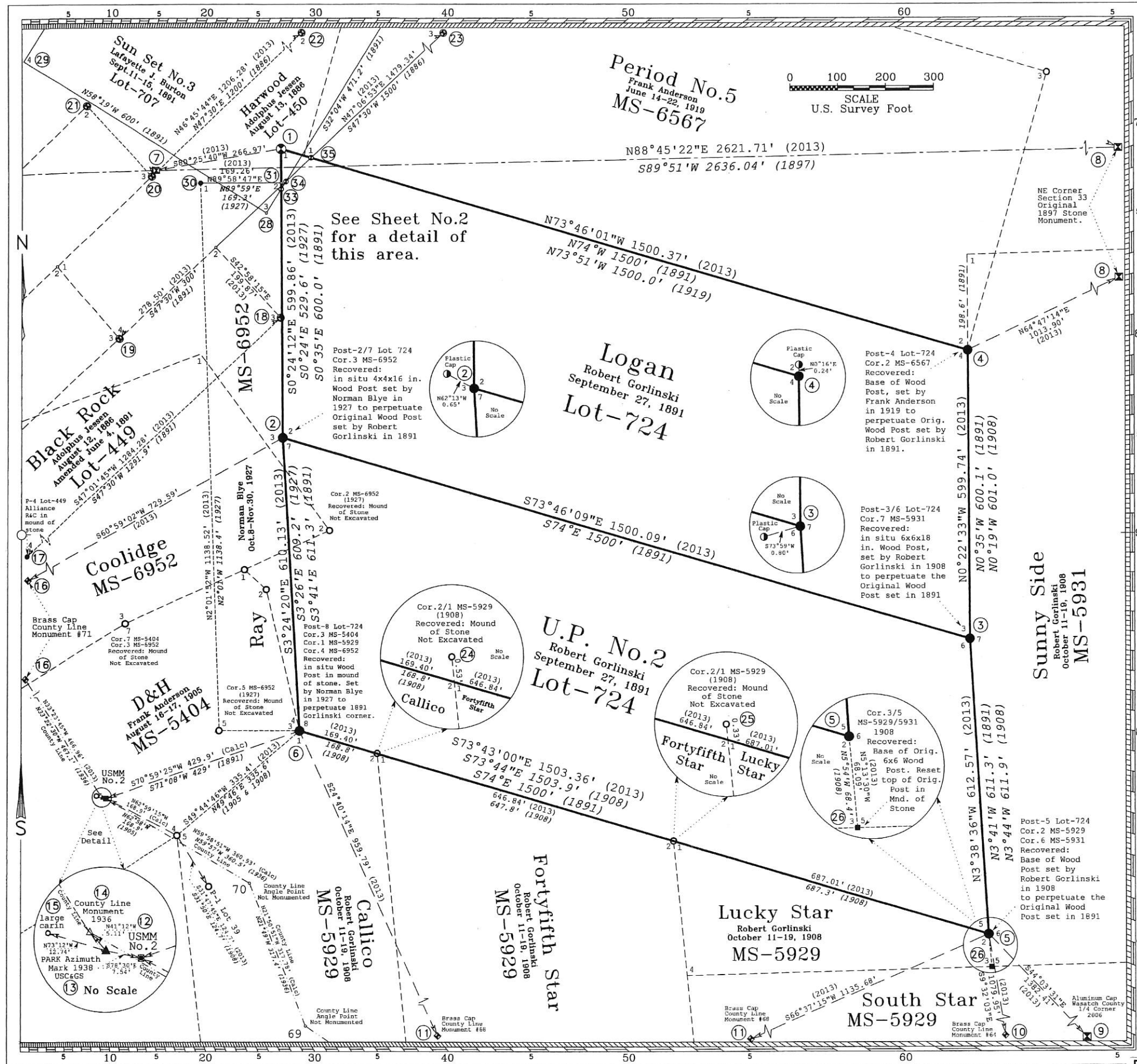
I, Michael Demkowicz, certify that I am a Professional Land Surveyor and that I hold License No. 4857264, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge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

NOTES

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



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



RECORD OF SURVEY

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

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

EXPLANATION

- Public Land Survey**
 Recovered Public Land Survey Corner as described hereon.
- Mineral Surveys**
- Set: 3.25 in. dia. Aluminum Cap affixed to a 2.375 x 36 in. flared bottom pipe.
 - ⊙ Set: 3.25 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar.
 - ⊙ Set: 2.5 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar.
 - ⊙ Set: 0.75 x 24 inch x-drilled steel rod.
 - Calculated position: Not monumented.
 - Recovered: Original in situ Bearing Tree, Used to verify Original Corner position.
 - Recovered: Original Mound of Stones, not excavated, position at center of mound.
 - ⊙ Recovered: 3 in. dia. Iron Pipe, Clearly Stamped with Corner and Lot numbers.
 - ⊙ Recovered: Alliance Engineering Plastic Cap affixed to 0.625 x 18 inch ReBar.
 - ⊙ Recovered: Red Plastic Cap affixed to a 5/8 inch. Rebar. Marked LS-187821.
 - ⊙ Recovered: Original 6x6 inch square pine post, reset in a mound of stone (MS-2931).
 - ⊙ Computed: Original position of US Mineral Monument No. 2, based on Lot-724 & MS-5404.
- County Line**
- △ Recovered: Angle Point in Summit/Wasatch County Line (1936). 1 in. Iron Pipe.
 - ◆ Recovered: Angle Point in Summit/Wasatch County Line (1936). 2.5 in. dia. Iron Cap affixed to a 2 in. Dia. Iron Pipe.
- Geodetic Control**
- ▲ Recovered: 3.5 in. dia. Brass Disk set in solid rock as described by USC&GS (CM5708)

NARRATIVE

The sole purpose of this survey was to retrace, recover, and re-monument the Original Lines, and Corners of U.S. Lot No. 724 (Mineral Survey No. 688), executed by Deputy Mineral Surveyor Robert Gorlinski on September 27, 1891.

The Lines and Corners of several overlapping, adjoining, or nearby Mineral Surveys and U.S. Lots germane to the situs and extent of the lands conveyed on October 18, 1892, by Patent No. 22107 (Mineral Certificate No. 1818).

No attempt was made during the course of this survey to investigate the existence, situs, or extent of easements, encumbrances, conflicts, or utilities, which may be present within the Original Boundaries as shown hereon.

LEGAL DESCRIPTION

The Boundaries and extent of the Lands conveyed by U.S. Patent No. 22107 on April 18, 1892, are described by metes and bounds in the body of said Official Document, and incorporated herein by this reference.

It must be noted, that U.S. Patent No. 22107 expressly excepts and excludes that portion of the Black Rock Lode (Lot 449) embraced within the Boundaries of the Logan Lode. This exception is based on the computed position of Post No. 3 of said Lot 449, as returned by Deputy Gorlinski in 1891. Said Post No. 3 was NOT found during Gorlinski's Survey of the Logan Lode. During the 2013 Survey, ancient monuments purporting to mark several Corners of Lot 449 (as well as Lots 448 & 450) were recovered and accepted as the long established Corners of these Lots.

Bearings & Distances

S13°E 600.0(m) = Measured Distance

S13°E 600.0(r) = Record values

ORIGIN OF COORDINATES

NAD83(2011) Epoch 2010.00 Coordinate estimates are based on multiple GPS observations on Control Stations in the Project area, and constrained by the National Spatial Reference System

Location Map

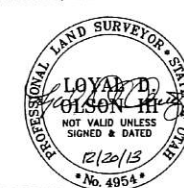
US Lot 724



Certificate of Surveyor

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

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

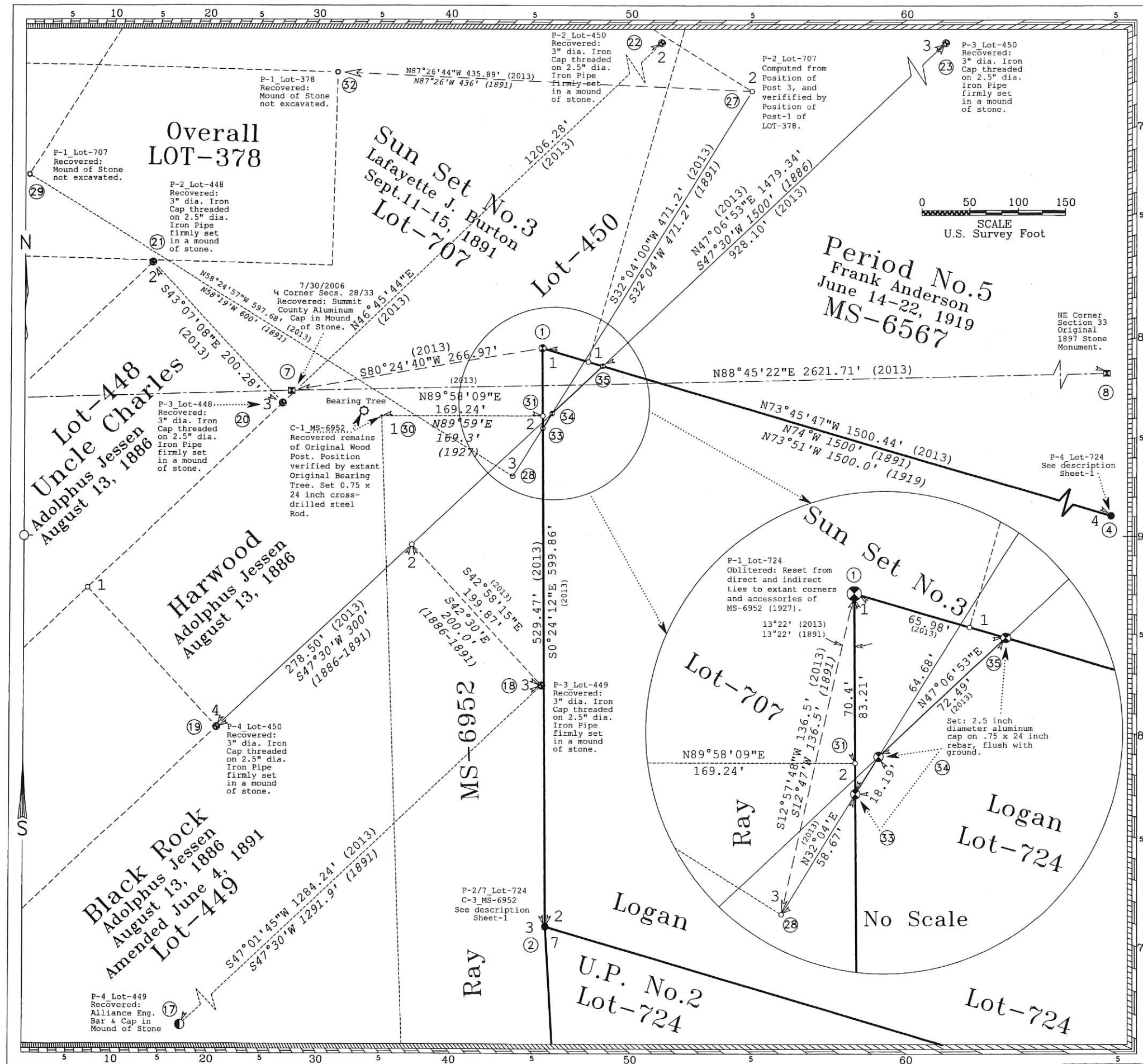


LOYAL D. OLSON III
 Consulting Surveyor
 207 Troy Ct. Evanston, Wyoming 82930
 (307) 789-0291

FILE NO. S0007976

12/20/2013 02:14:19 PM
 Survey 1 of 2
 2013-12-20 14:19:19
 FEE \$ 20.00 BY LOYAL D. OLSON III CONSULTING SURVEYOR

S-7976



RECORD OF SURVEY

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

Prepared for
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Public Land Survey
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Recovered: 3 in. dia. Iron Cap affixed to a 2.5 in. dia. Iron Pipe. Clearly Stamped with Corner and Lot numbers.

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Recovered: Original 6x6 inch square pine post, reset in a mound of stone (MS-2931).

Computed: Original position of US Mineral Monument No. 2, based on Lot-724 & MS-5408.

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Recovered: Angle Point in Summit/Wasatch County Line (1936). 2.5 in. dia. Iron Cap affixed to a 2 in. Dia. Iron Pipe.

Geodetic Control

PARK Azimuth 1938

Recovered: 3.5 in. dia. Brass Disk set in solid rock as described by USC&GS (CM5708)

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The sole purpose of this survey was to retrace, recover, and re-monument the Original Lines, and Corners of U.S. Lot No. 724 (Mineral Survey No. 688), executed by Deputy Mineral Surveyor Robert Gorinski on September 27, 1891.

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Bearings & Distances

S13°E 600.0(m) = Measured Distance
S13°E 600.0(r) = Record values

ORIGIN OF COORDINATES

NAD83(2011) Epoch 2010.00 Coordinate estimates are based on multiple GPS observations on Control Stations in the Project area, and constrained by the National Spatial Reference System.

All bearings and distances shown hereon, are based on a NAD83(2011) Low Distortion Projection as defined below, and the distances are thereby expressed at an approximate Elevation of 8,900 Feet NAVD88.

Coordinate System Parameters

Transverse Mercator
Datum = NAD83(2011) EPOCH 2010.0000
Origin Latitude = 40°36'20.42780" N
Central Meridian = 111°30'01.36740" W
Scale Reduction = 1.000 422 unitless
False Northing = 200,000.00 USSF
False Easting = 50,000.00 USSF
GEOID12a (N) = -15.442 (m)
Developed GRID @ -8,900 NAVD88

No	Latitude	Longitude	Description
1	40° 36' 33.73671" N	111° 29' 56.52819" W	p1-724
2	40° 36' 27.81197" N	111° 29' 56.47359" W	p2-7/c3-724/6952
3	40° 36' 23.66998" N	111° 29' 37.80781" W	p3-6/c7-724/5931
4	40° 36' 29.59351" N	111° 29' 37.85820" W	p4/c2-724/6567
5	40° 36' 17.53190" N	111° 29' 37.30317" W	p5/c2/c6-724/5929/5931
6	40° 36' 21.79601" N	111° 29' 56.00404" W	p8/c3/c3/c4-724/5404/5929/6952
7	40° 36' 33.29824" N	111° 29' 59.94001" W	4 Corner Secs. 28/33
8	40° 36' 33.85875" N	111° 29' 25.96883" W	Cor. Secs. 28/27/33/34
9	40° 36' 7.817803" N	111° 29' 24.84568" W	4 Corner Secs. 33/34
10	40° 36' 7.112304" N	111° 29' 34.98618" W	County Line Post #64
11	40° 36' 13.18128" N	111° 29' 50.81262" W	County Line Post #68
12	40° 36' 20.41296" N	111° 30' 01.27165" W	USMM No. 2 (computed)
13	40° 36' 20.42780" N	111° 30' 01.36740" W	PARK Azimuth USC&GS
14	40° 36' 20.46563" N	111° 30' 01.41142" W	County Line Angle Point
15	40° 36' 20.46398" N	111° 30' 01.52578" W	Large Carin
16	40° 36' 24.31647" N	111° 30' 04.74246" W	County Line Post #71
17	40° 36' 21.63043" N	111° 30' 58.70961" W	p4-449
18	40° 36' 30.27690" N	111° 29' 56.53125" W	p3-449
19	40° 36' 29.84942" N	111° 30' 00.94165" W	p3/p4-38/450
20	40° 36' 33.17226" N	111° 30' 00.05867" W	p3-448
21	40° 36' 34.61630" N	111° 30' 01.83293" W	p2-448
22	40° 36' 41.33413" N	111° 29' 48.66848" W	p2-450
23	40° 36' 39.79285" N	111° 29' 46.89329" W	p3-450
24	40° 36' 21.33194" N	111° 29' 53.89746" W	c2/1-5929
25	40° 36' 19.53810" N	111° 29' 45.85062" W	c2/1-5929
26	40° 36' 16.96177" N	111° 29' 37.22373" W	c3/c5-5929/5931
27	40° 36' 36.36683" N	111° 29' 53.68280" W	p2-707
28	40° 36' 32.42284" N	111° 29' 56.92506" W	p3-707
29	40° 36' 35.51474" N	111° 30' 03.52364" W	p1-707
30	40° 36' 33.04050" N	111° 29' 58.71517" W	c1-6952
31	40° 36' 33.04137" N	111° 29' 56.52179" W	c2-6952
32	40° 36' 36.55877" N	111° 29' 59.32647" W	p3-378
33	40° 36' 32.91484" N	111° 29' 56.52061" W	Prop-Cor
34	40° 36' 33.06710" N	111° 29' 56.39544" W	Prop-Cor
35	40° 36' 33.55453" N	111° 29' 55.70719" W	Prop-Cor

Certificate of Surveyor

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

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

FILE NO. S0007976

12/20/2013 02:14:19 PM
Survey 2 of 2
Met. 50. THUSSEL, SUMMIT COUNTY RECORDER
FEE \$ 20.00 BY LOYAL D. OLSON III CONSULTING SURVEYOR

S-7976

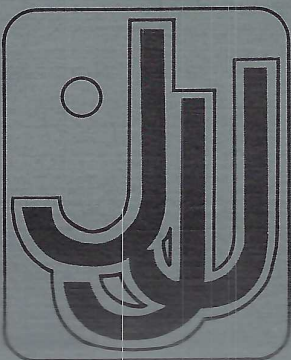
BRANSFORD PROPERTY

FEASIBILITY STUDY

prepared for
MARILYN A. BRANSFORD
December 1981

J.J. Johnson & Associates

Civil Engineering
Land Planning
Surveying



CONTENTS

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

INTRODUCTION

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

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

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

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

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

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

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

SITE ANALYSIS

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

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

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

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

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

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

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

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

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

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

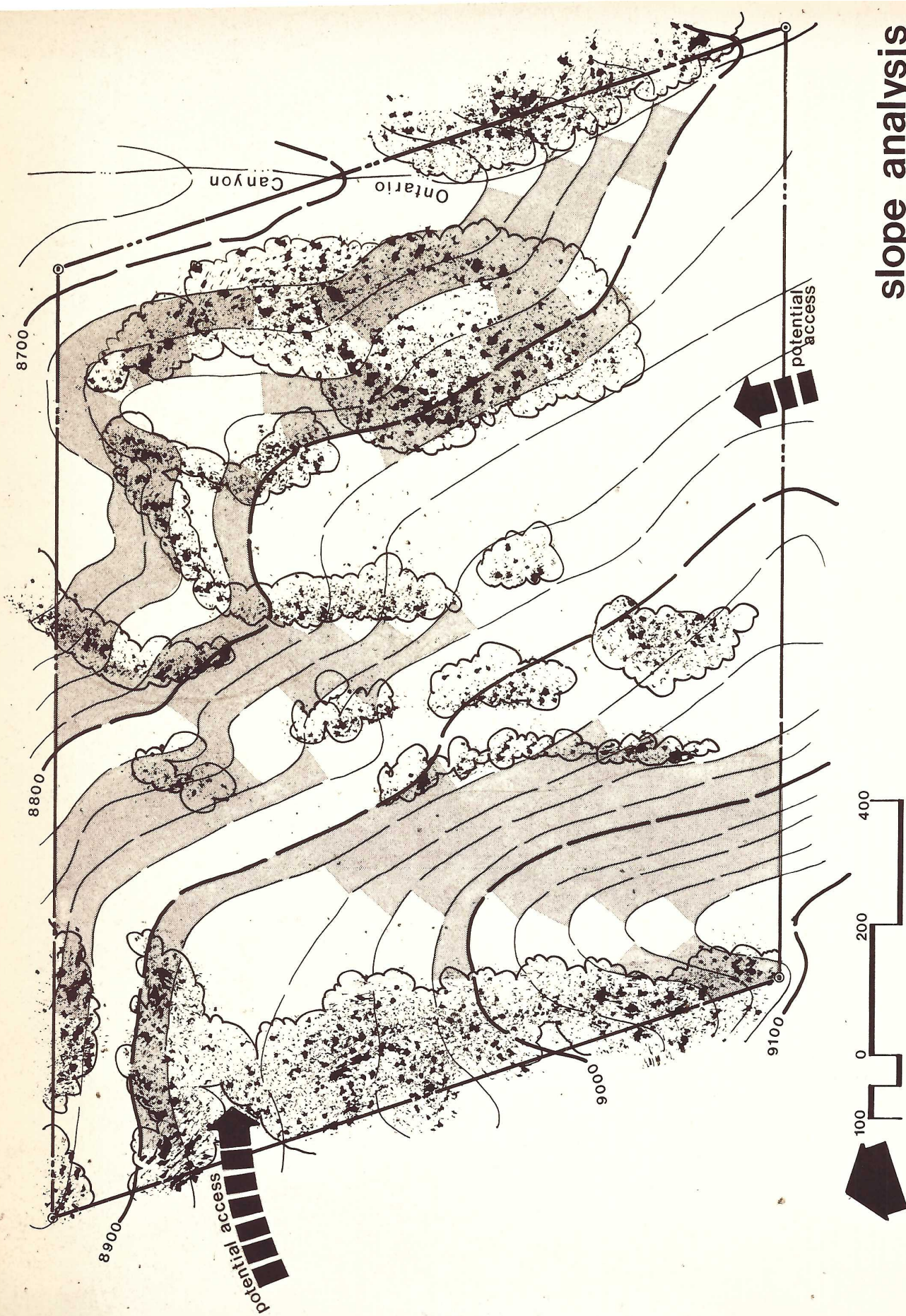
Two small earthquake faults are located on the site and two other faults parallel the north and south boundary lines (2). This general area is considered part of the Intermountain Seismic Belt (I.S.B.). The Wasatch Fault, which at its closest point lies 16 miles due west of Park City, is one of the largest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

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

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

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

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



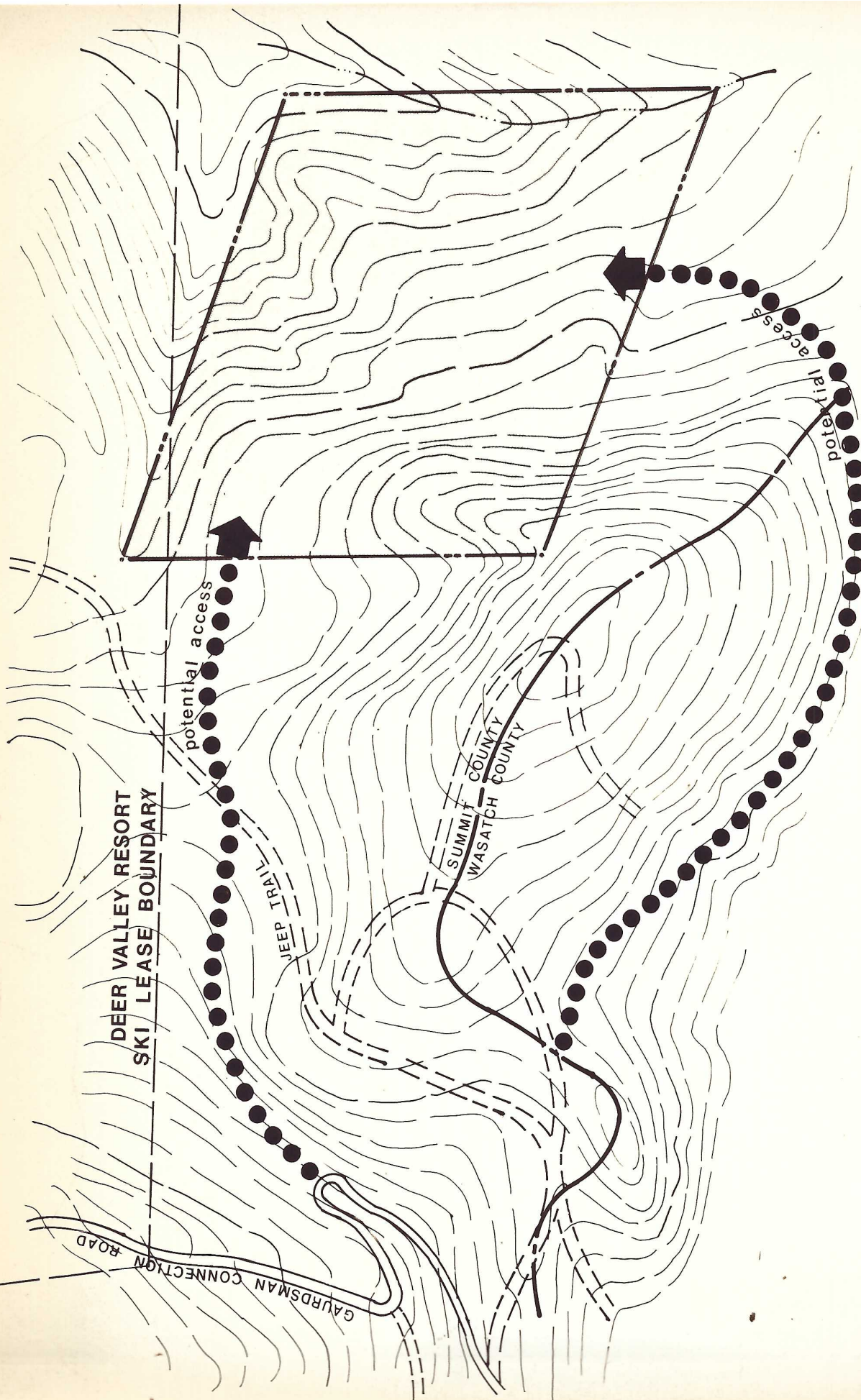
slope analysis

above 30 %

LOGAN / U.P. no.2

FIGURE

244



access
 dirt road
 gravel road
 county line
 parcel boundary



LOGAN / U.P. no.2

FIGURE

245

DENSITY / ZONING ANALYSIS

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

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

CONCLUSION

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

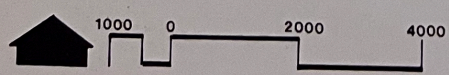
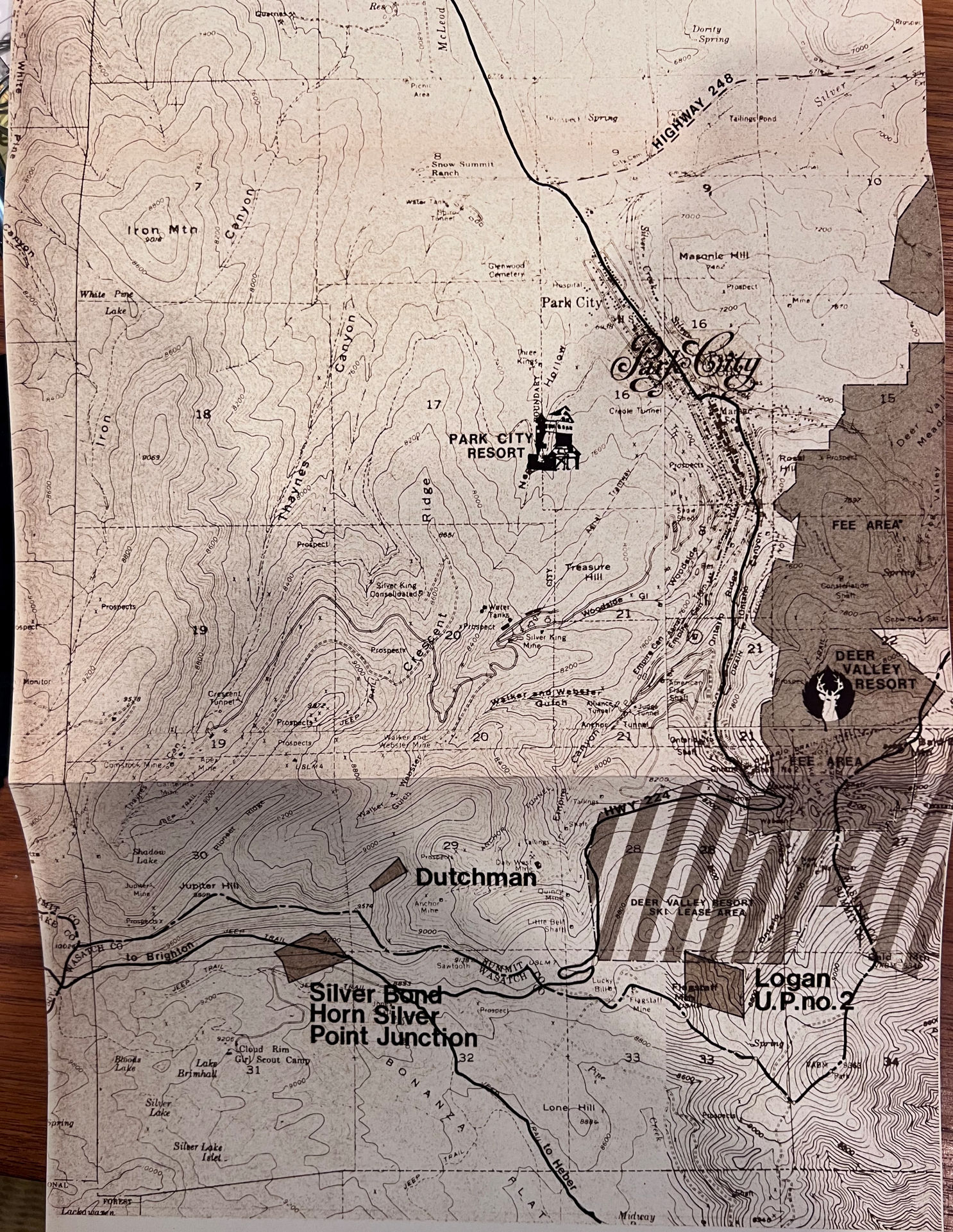
Their remoteness to other major developments and the negative political atmosphere surrounding development in this area make rezoning or development unadvisable at the present time. It is recommended that the parcels be developed in conjunction with the surrounding property. This will defer some of the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

U.P. No. 2-Logan Parcel

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

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

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



location map

WHEN RECORDED, RETURN TO:

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

01157840 B: 2647 P: 1412

Page 1 of 20

Rhonda Francis Summit County Recorder

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

By High Country Title

Electronically Recorded

Affects Summit County Parcel Nos: See Exhibits

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

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

RECITALS

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

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

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

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

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

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

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

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

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

A G R E E M E N T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures and Acknowledgements Follow]

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

REDUS:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.,
a Delaware corporation

Its: Manager

By: 

David Ash, Senior Vice President

ACKNOWLEDGMENT

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

State of California

County of Contra Costa

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

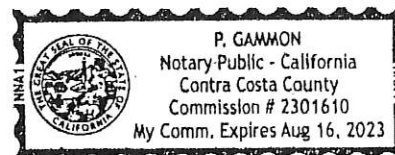
personally appeared David L. Ash
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



BRANSFORD:

BRANSFORD LAND COMPANY, LLC,
a Utah limited liability company

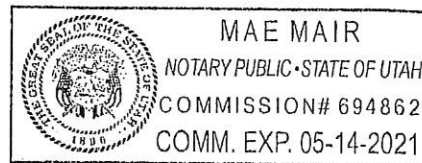
By: Anne L. Bransford
Anne L. Bransford, Manager

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

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

Maë Mair
Notary Public

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



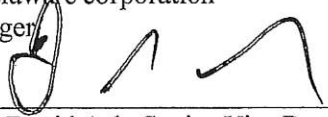
CONSENT

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

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

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

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

By: 
David Ash, Senior Vice President

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

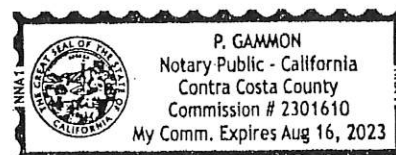
On Mar 10, 2021 before me, P Gammon
(Insert name and title of the officer)

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

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

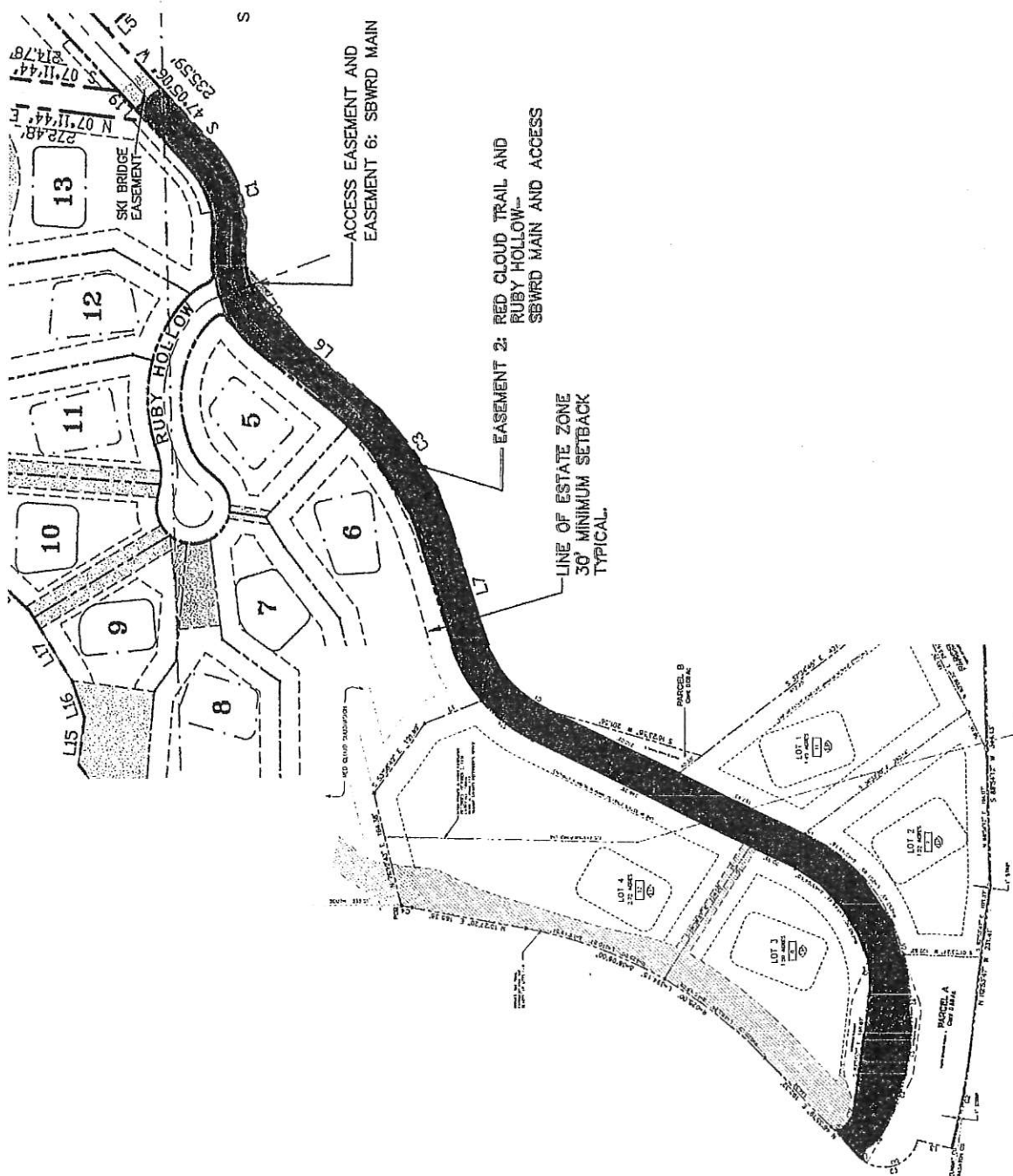
WITNESS my hand and official seal.

Signature  (Seal)



Signature Page to Access and Utility Easement Agreement

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



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

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

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

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

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

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

Description contains 8.26 acres.

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

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

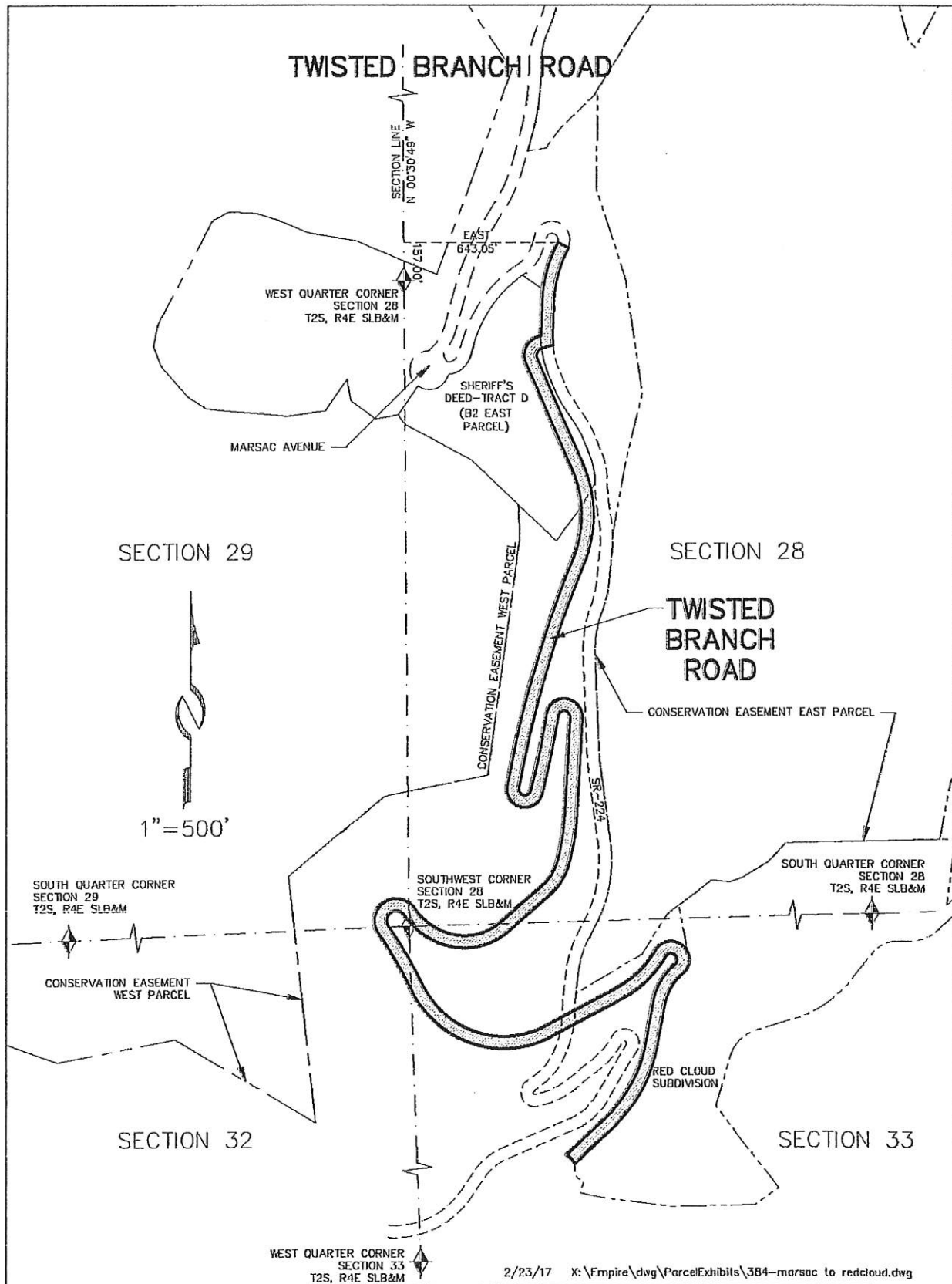


EXHIBIT C TO EASEMENT
[Legal Description of Unimproved Access Areas]

R-2a:

EMPIRE PASS R-2a - Summit County

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

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

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

Red Cloud Parcels:

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

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

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

HOME STATION AND LUCKEY BILL MINING CLAIMS – Summit County

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

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

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

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

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

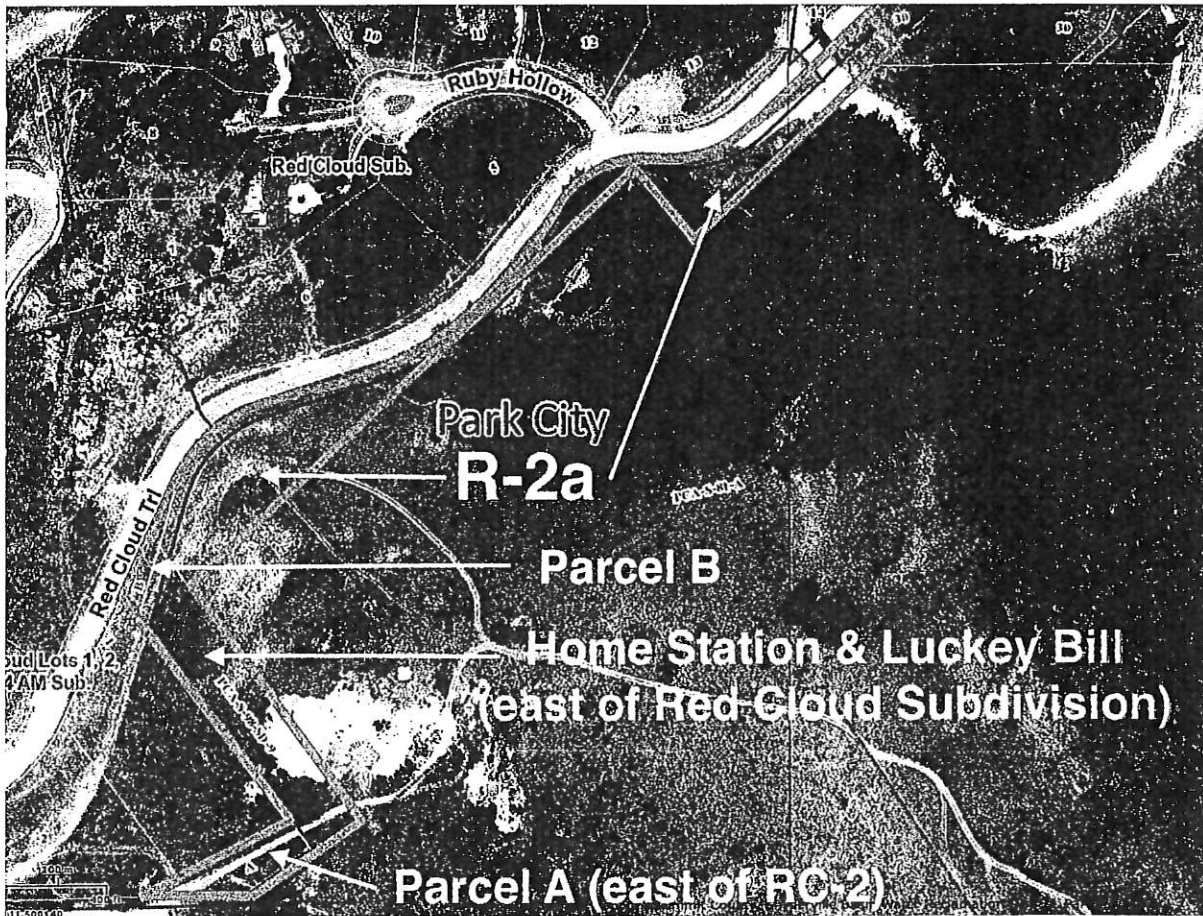


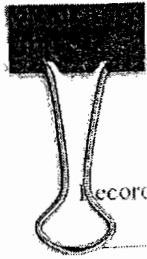
EXHIBIT D TO EASEMENT
[Legal Description of the Bransford Property]

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

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

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

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



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

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

ENTRY NO. 00806100

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

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

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

RECITALS

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹⁰ As well as summertime visual impacts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

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

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

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

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

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

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

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

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

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

2.10.6

5-Year Irrevocable Offer to Annex the 20-Acre

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

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

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

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

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

¹⁷ The course must be operated to maximize play.

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

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

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

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

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

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

SECTION IV. IMPACT FEES/PLAN CHECK FEES

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

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

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

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

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

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

Section VIII. GENERAL PROVISIONS

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

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

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

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

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

SECTION IX. MISCELLANEOUS

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

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

If to City to:

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

Copy to:

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

If to DEVELOPER to:

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

Copy to:

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

If to DEER VALLEY:

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

Copy to:

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

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

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

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

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

Exhibit P Zoning Map for Flagstaff Mountain

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

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

PARK CITY MUNICIPAL CORPORATION

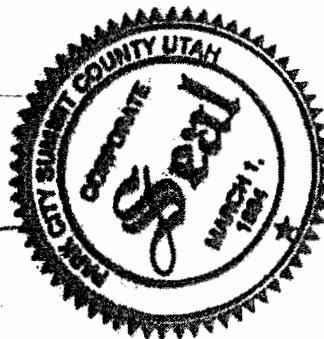
By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

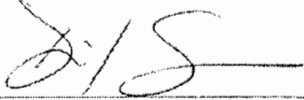
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



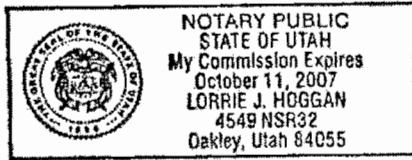
David J. Smith, Authorized Signing Officer

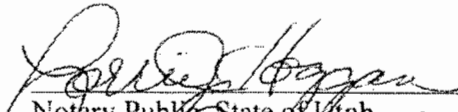
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

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




Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

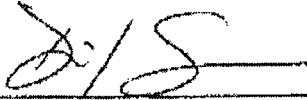
a Utah limited partnership

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

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



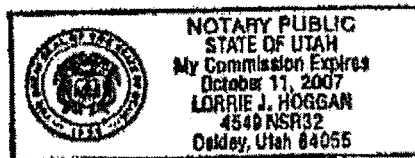
David J. Smith, Authorized Signing Officer

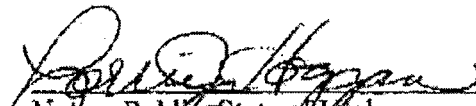
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

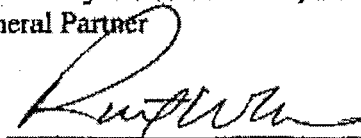
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to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




Notary Public, State of Utah
Residing in Orley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

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

By: 

Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



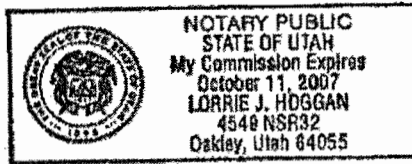
David J. Smith, Authorized Signing Officer

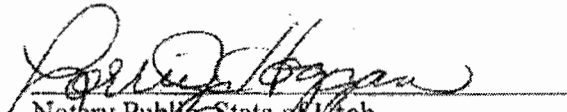
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

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

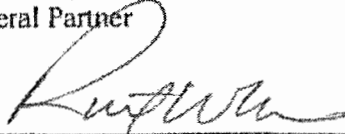



Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

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

By: 

Robert Wells, Vice President

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

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



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

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

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



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

SCHEDULE 3.1

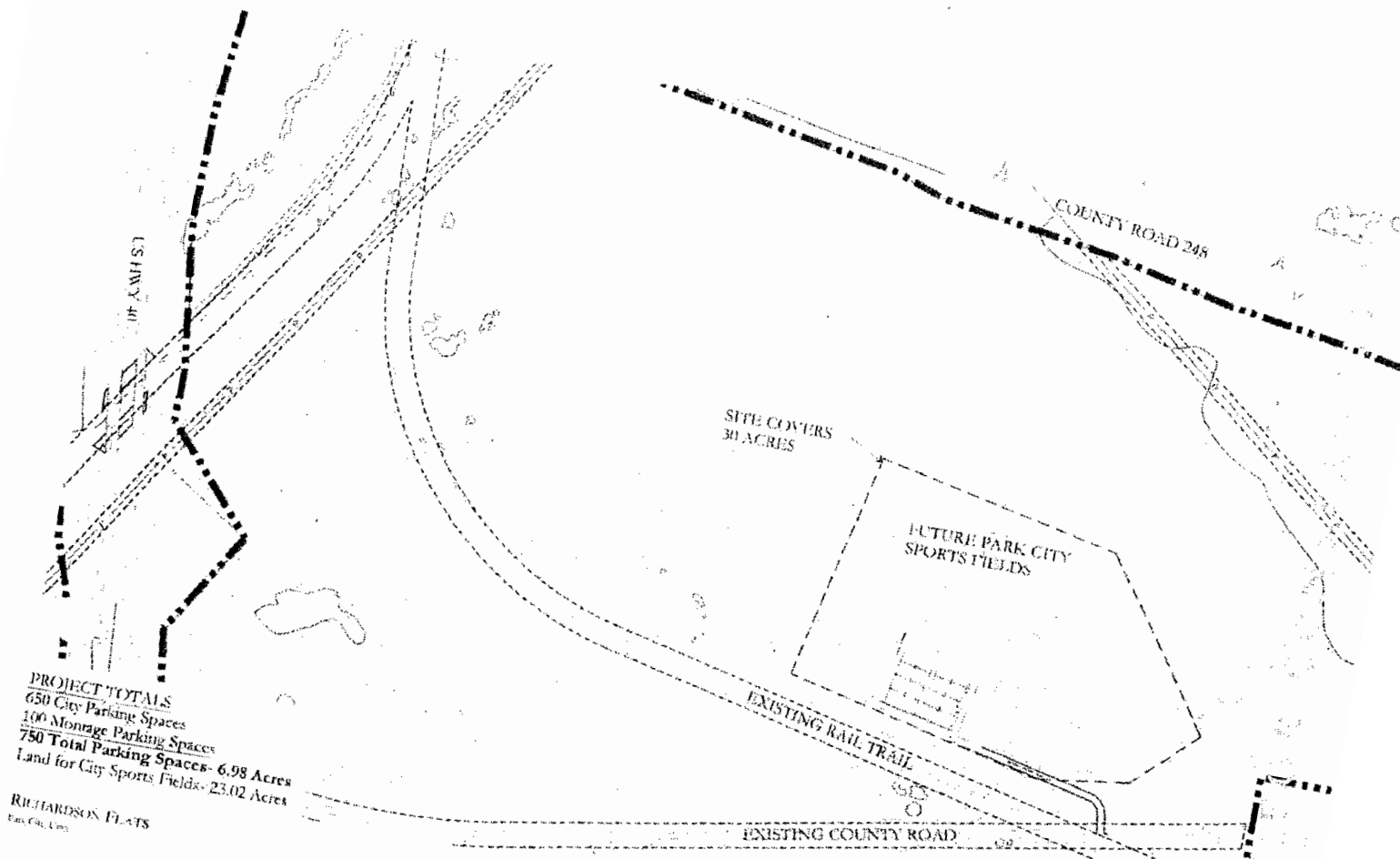
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

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

Additional specifications are as follows:

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

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



Conceptual Site Plan (Permit Submittal)

October 19, 2006

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°18'44" E	85.84
L5	N 77°48'30" E	79.25
L6	R 55°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.43
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.30
L11	N 56°44'38" E	142.80
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	103.60
L15	N 32°00'03" E	159.20
L16	N 33°28'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.30
L20	N 40°35'50" E	110.60
L21	N 50°15'25" E	92.50
L22	N 58°00'00" E	94.30
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.59
L25	S 00°15'34" W	115.59
L26	S 08°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	83.08
L29	S 31°30'00" W	68.20
L30	S 79°25'18" W	45.49
L31	S 17°08'46" E	88.76
L32	S 29°20'00" W	117.80
L33	S 83°34'00" W	89.10
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L35	N 77°28'00" W	161.00
L36	S 35°36'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W
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C4	300.26	48°51'38"	386.52	S 31°03'00" E
C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°28'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°55'37" E

SURVEYOR'S CERTIFICATE

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

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

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

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
County of _____

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

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Bear Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft, and also being North 04°39'13" East 1003.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeastly along said demarcation and ridge line: North 44°09'00" East 1238.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 816.72 feet; thence North 71°34'40" East 644.25 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'38" East 569.79 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14'14" East 672.44 feet; more or less to a point on the westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet, more or less from the Southwest corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulches; thence along said ridge line the following eight courses: thence North 84°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°18'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 88°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.30 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 103.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°28'55" East 136.00 feet; thence North 38°27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.30 feet; thence North 40°35'50" East 110.60 feet; thence North 50°15'25" East 92.50 feet; thence North 58°00'00" East 94.30 feet; thence North 50°23'25" East 105.09 feet; thence North 28°18'45" East 186.59 feet; thence South 00°15'34" West 115.59 feet; thence South 08°39'11" East 217.32 feet; thence South 35°30'59" East 87.30 feet; thence South 03°30'00" East 83.08 feet; thence South 31°30'00" West 68.20 feet; thence South 79°25'18" West 45.49 feet; thence South 17°08'46" East 88.76 feet; thence South 29°20'00" West 117.80 feet; thence South 83°34'00" West 89.10 feet; thence North 46°45'00" West 87.90 feet; thence North 77°28'00" West 161.00 feet; thence South 35°36'00" West 219.10 feet; thence North 34°37'00" West 1,077.30 feet, more or less to County Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

600 0 600 1200 feet

FLAGSTAFF MOUNTAIN RESORT ANNEXATION PLAT

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



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

ALLIANCE ENGINEERING INC.

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

PLANNING COMMISSION

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

BY _____
CHAIRMAN

ENGINEERS CERTIFICATE

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

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

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

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

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

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

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

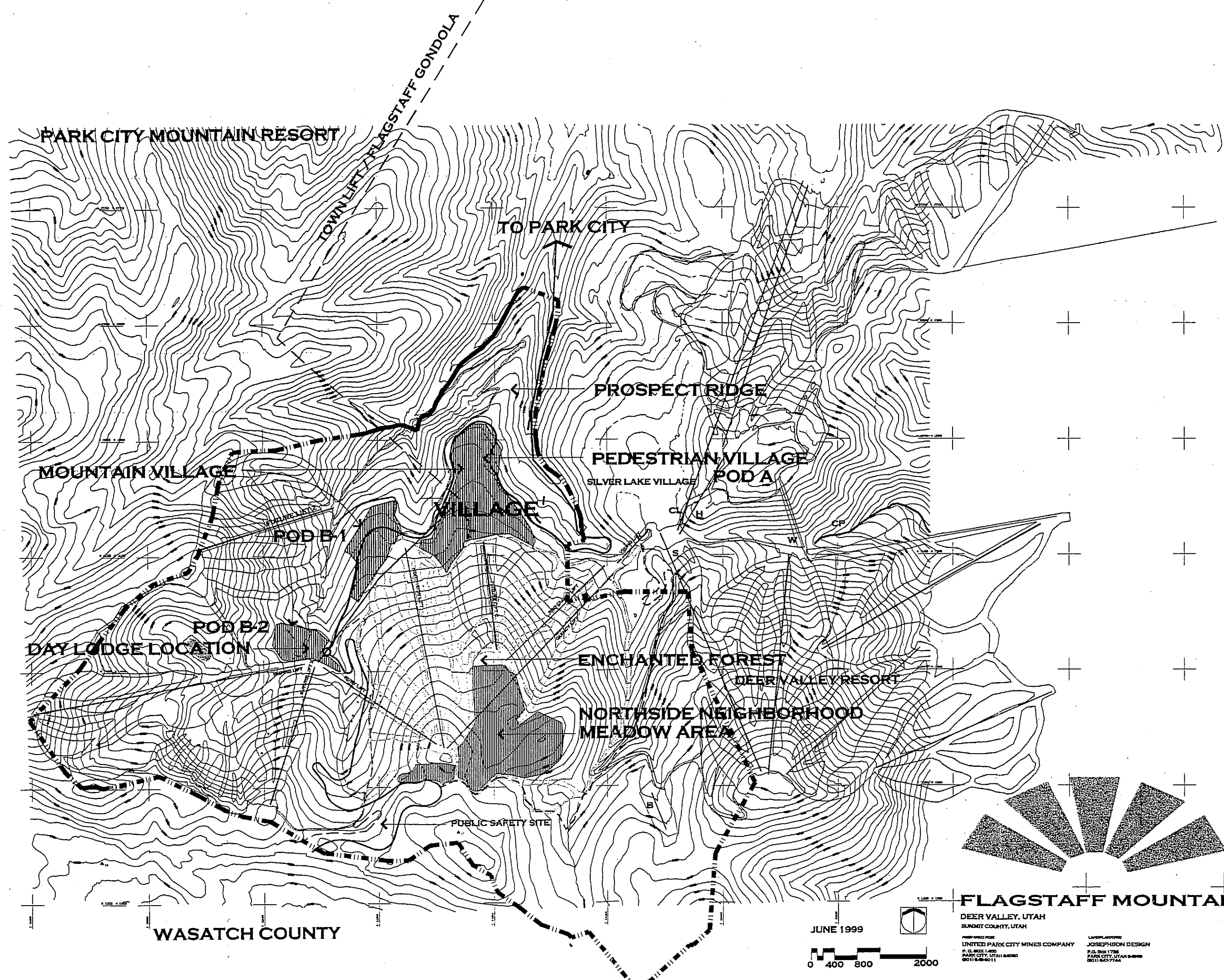
BY _____
MAYOR

RECORDED

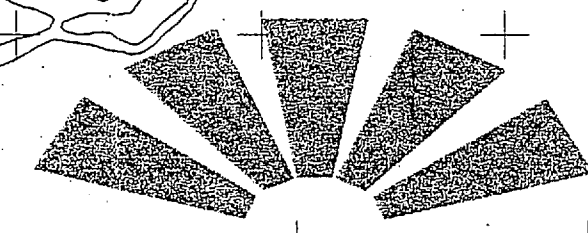
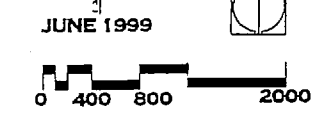
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____

1 OF 2

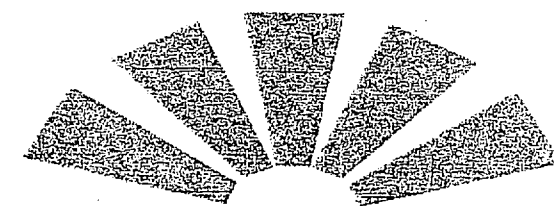
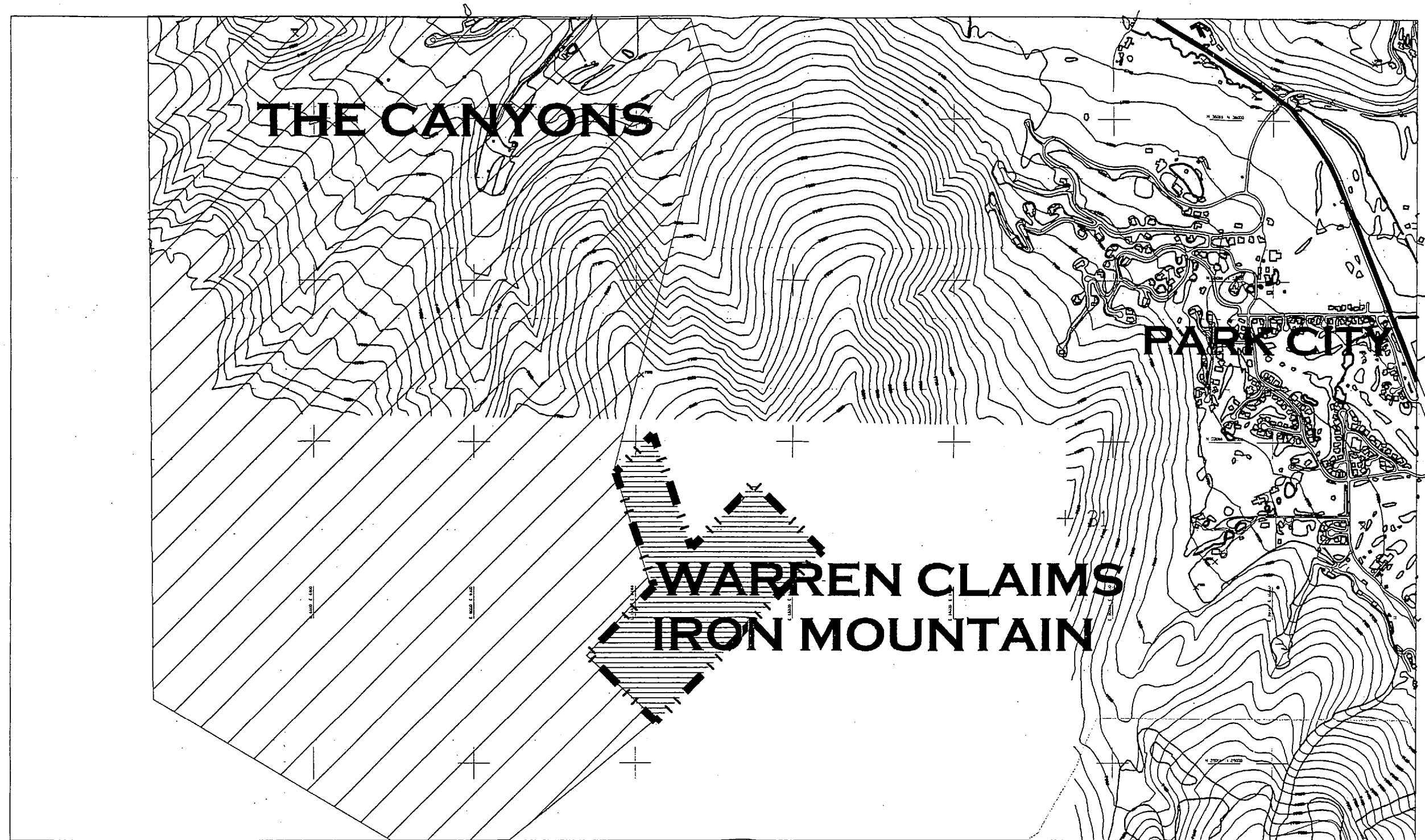


WASATCH COUNTY



FLAGSTAFF MOUNTAIN RESORT

DEER VALLEY, UTAH
SUNSET COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84080
(801) 640-6011
LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84080
(801) 640-7744



IRON MOUNTAIN PARCEL

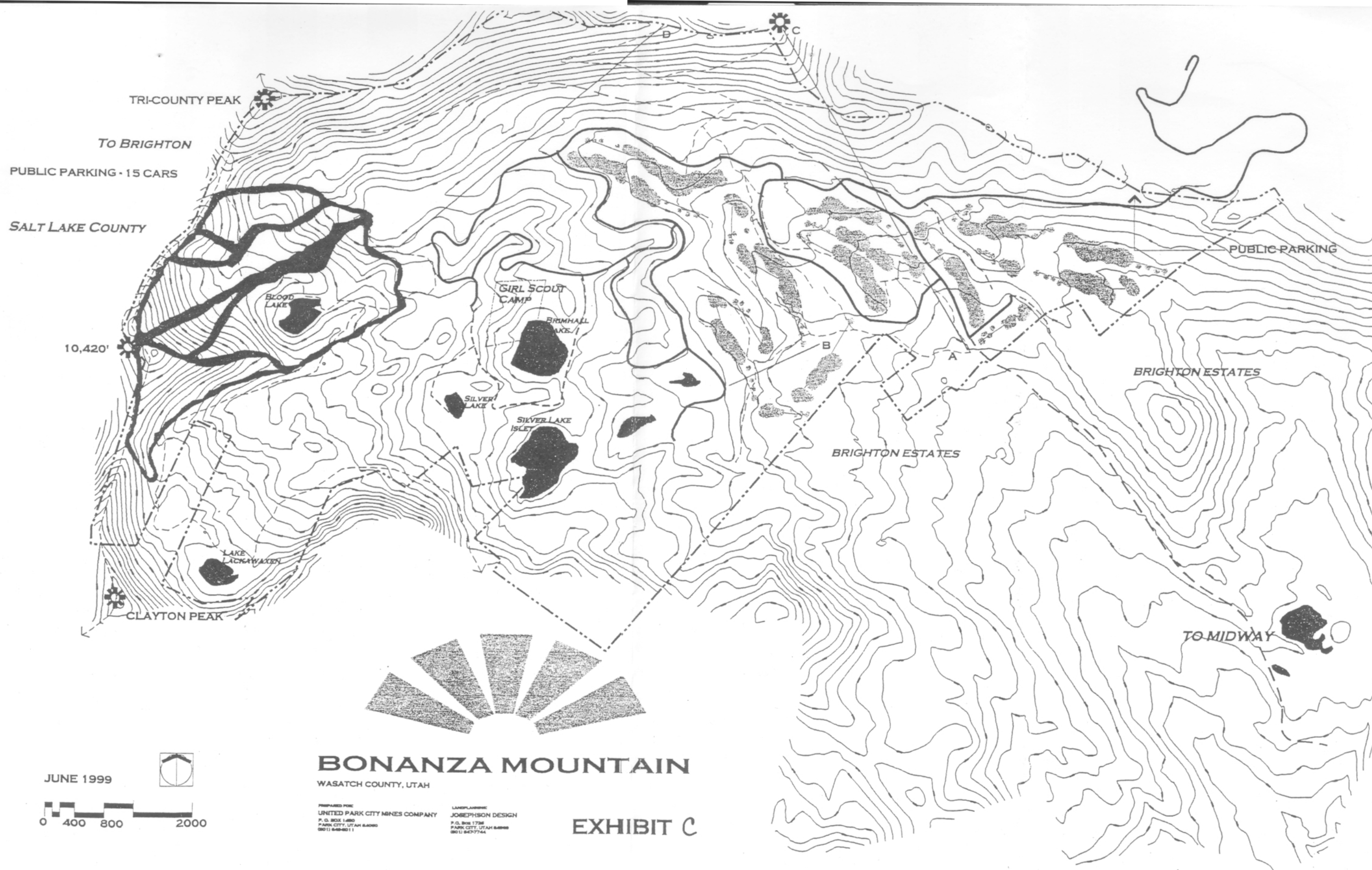
APRIL 1999



SUNDOY COUNTY, UTAH
PREPARED FOR
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84302
80111-6457-7744

LUCIFERINE
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84302
80111-6457-7744

EXHIBIT B



JUNE 1999

0 400 800 2000

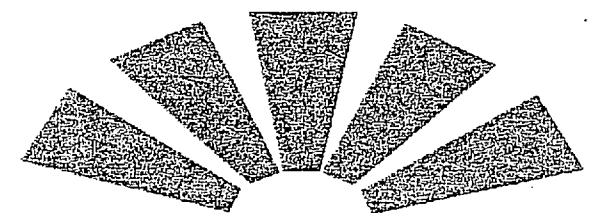
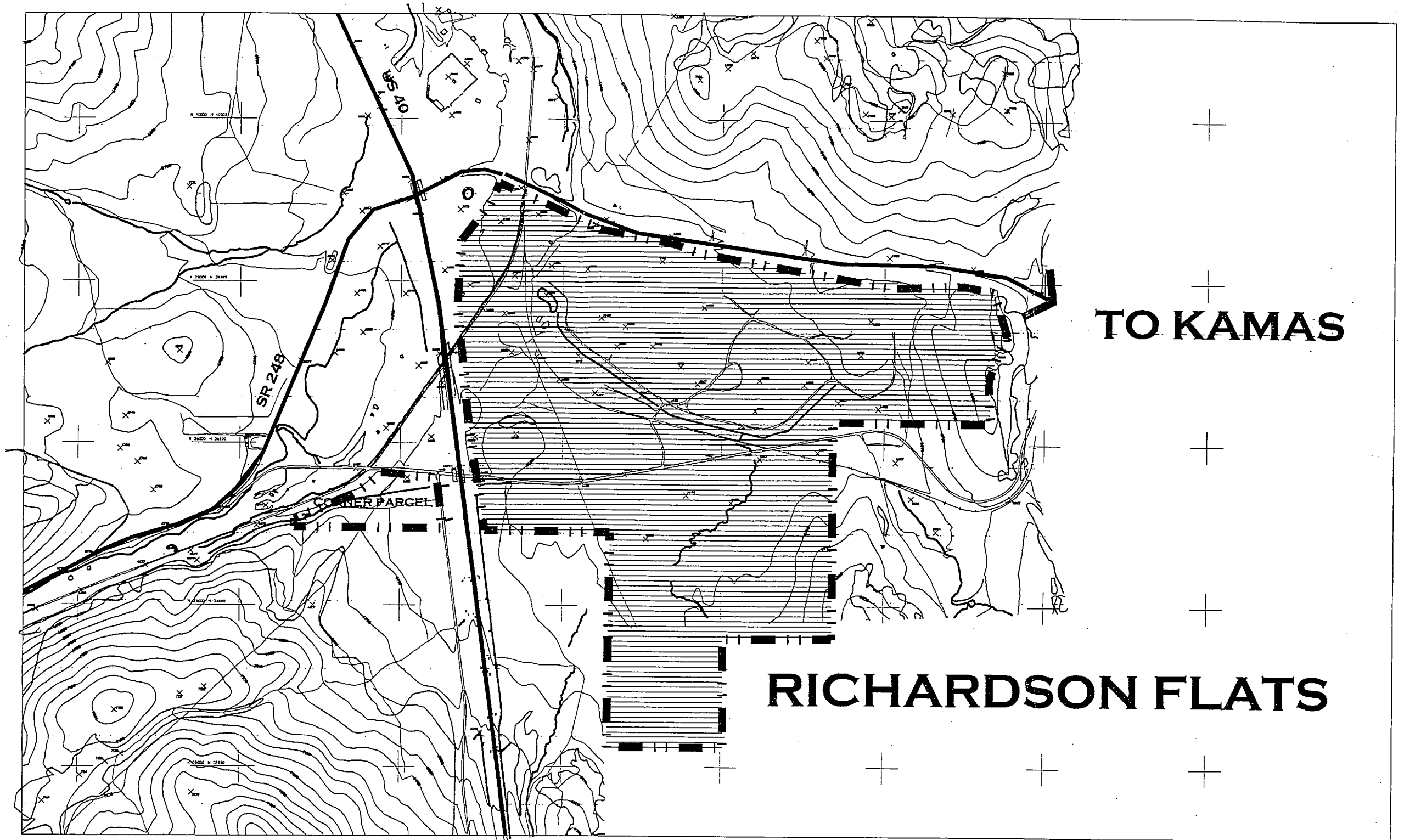
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

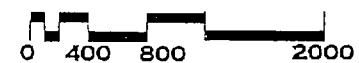
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84302
(801) 648-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84302
(801) 642-7744

EXHIBIT C



APRIL 1999



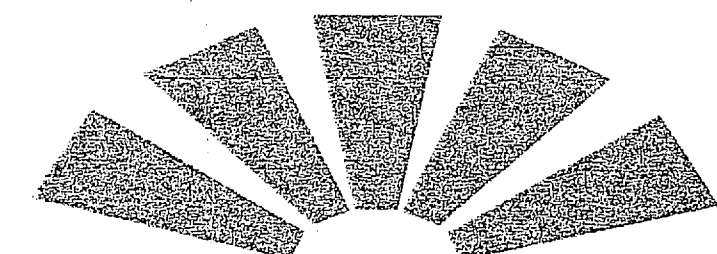
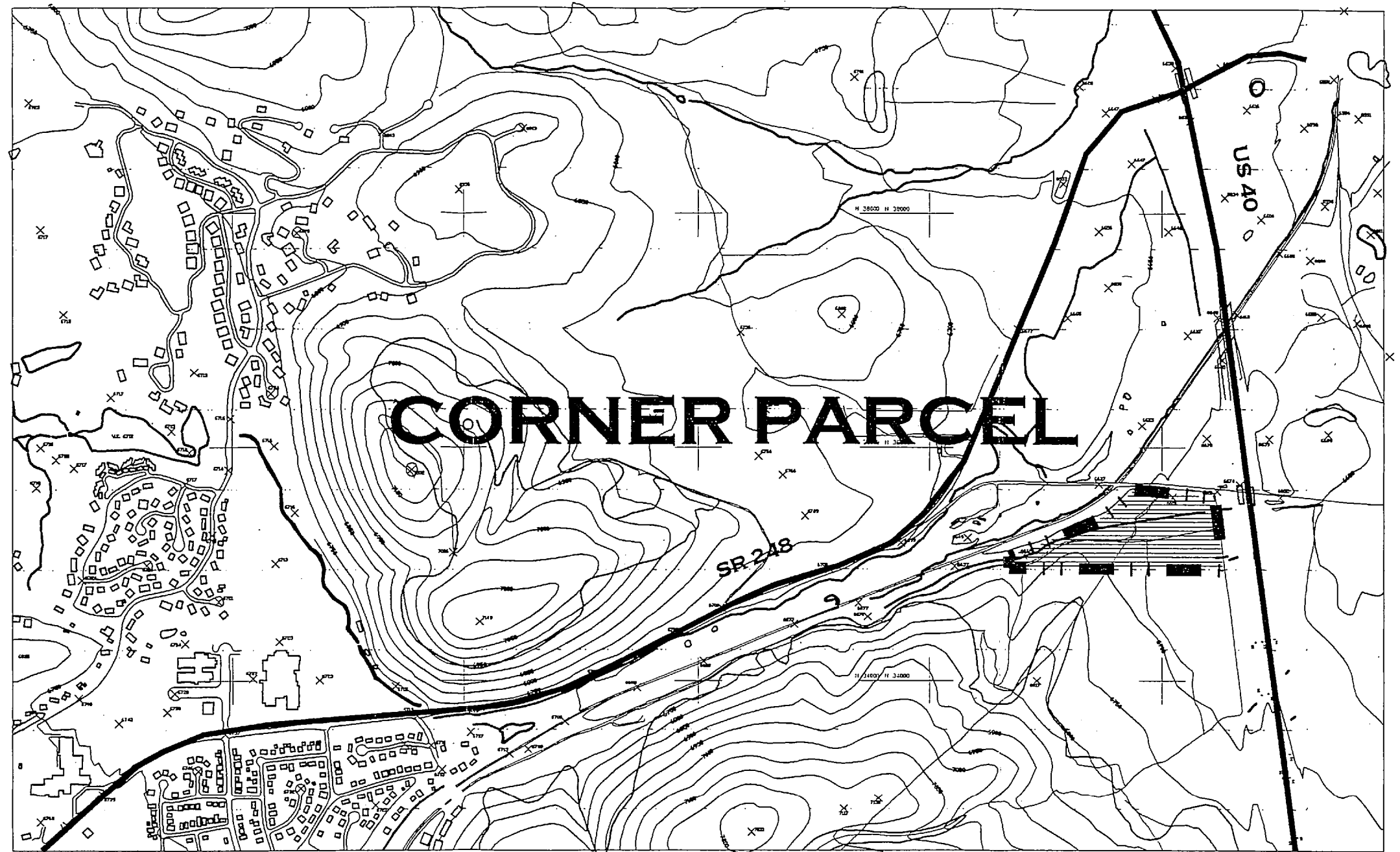
RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

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

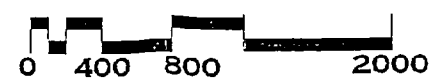
LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1788
PARK CITY, UTAH 84060
(801) 546-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

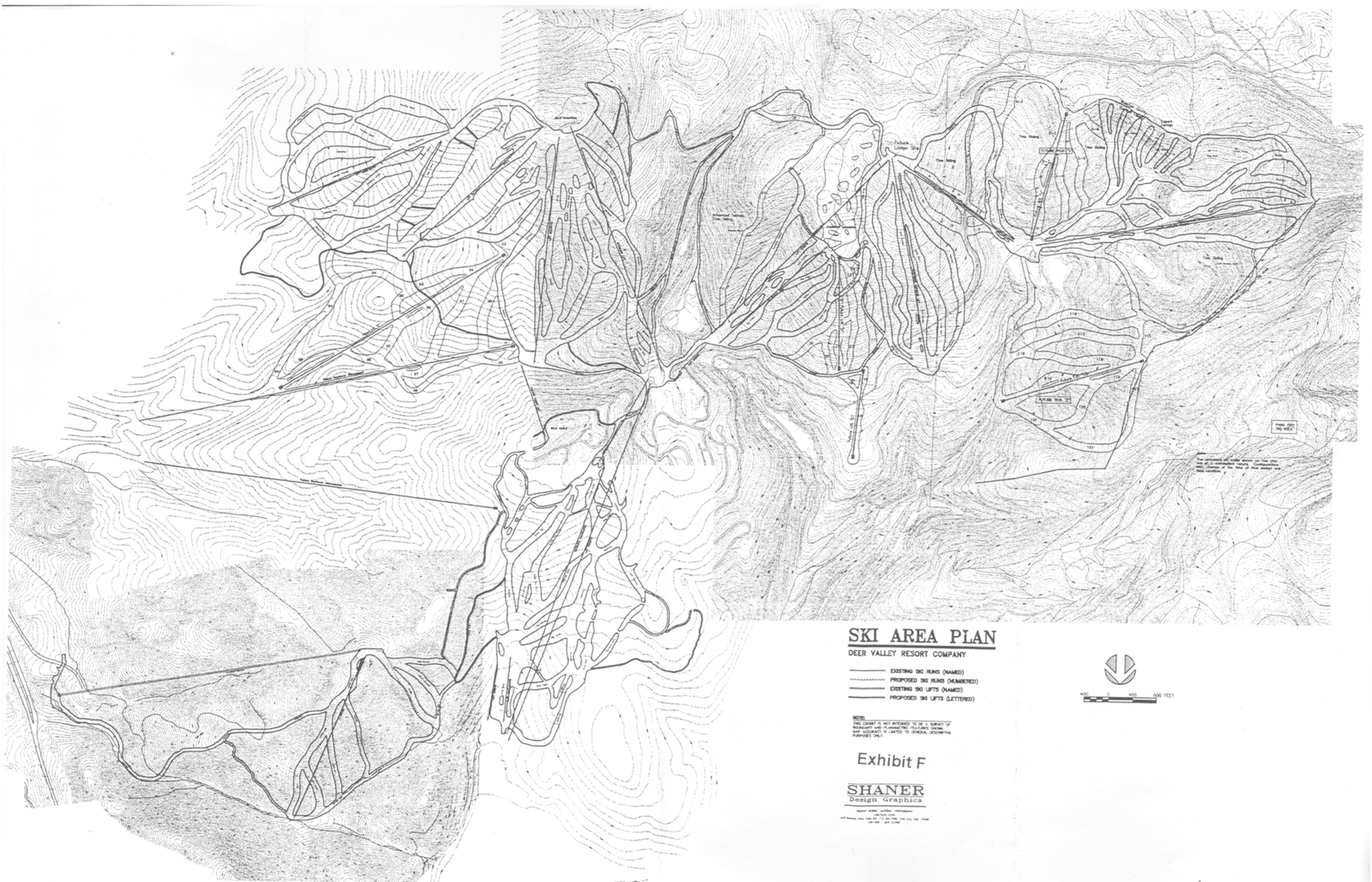


SUMMIT COUNTY, UTAH

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

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

EXHIBIT E



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

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

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

Exhibit F

SHANER
Design Graphics

JANUARY 1988
100% SCALE
1:10,000
1" = 100' (1:31,680)
1" = 100' (1:31,680)



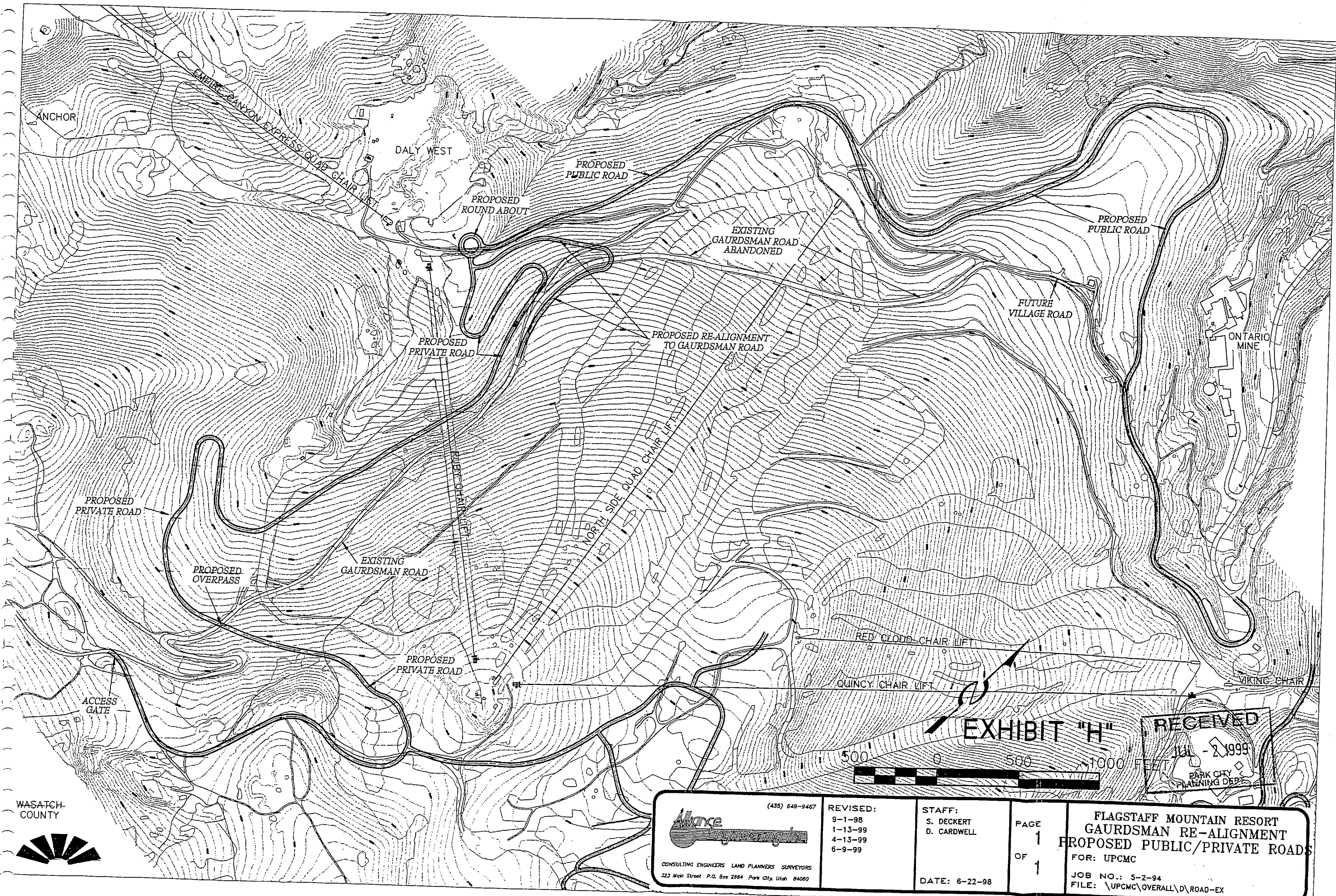
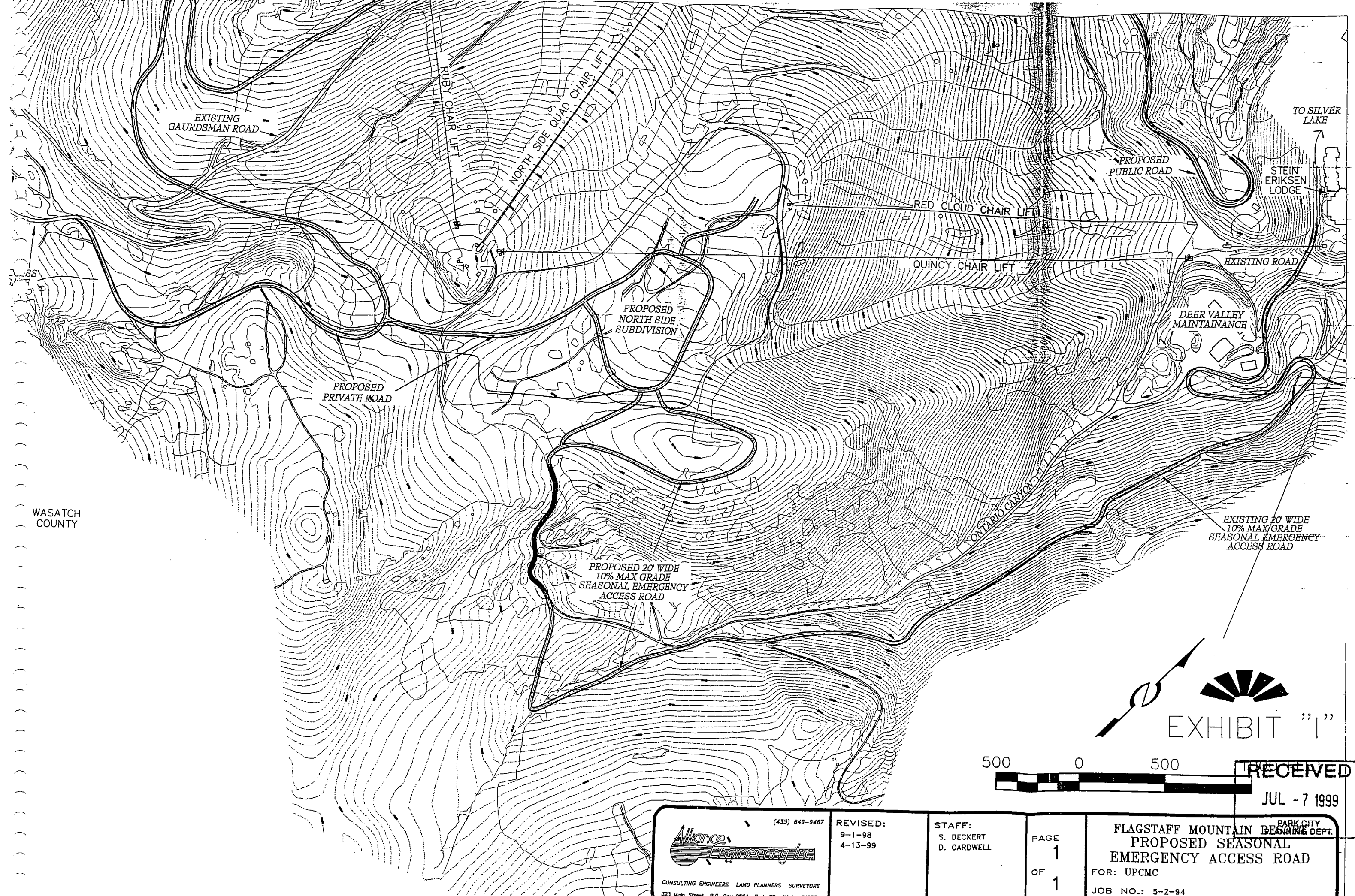


EXHIBIT "H"

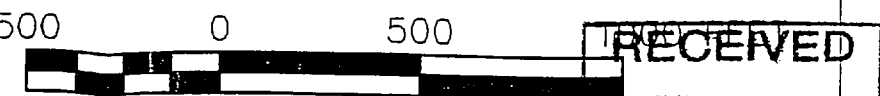
RECEIVED
JUL - 2 1999
PARK CITY
PLANNING DEPT



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



JUL - 7 1999

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 999, Park City, UT 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1	FLAGSTAFF MOUNTAIN RESORTS DEPT. PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCM JOB NO.: 5-2-94
			OF 1	

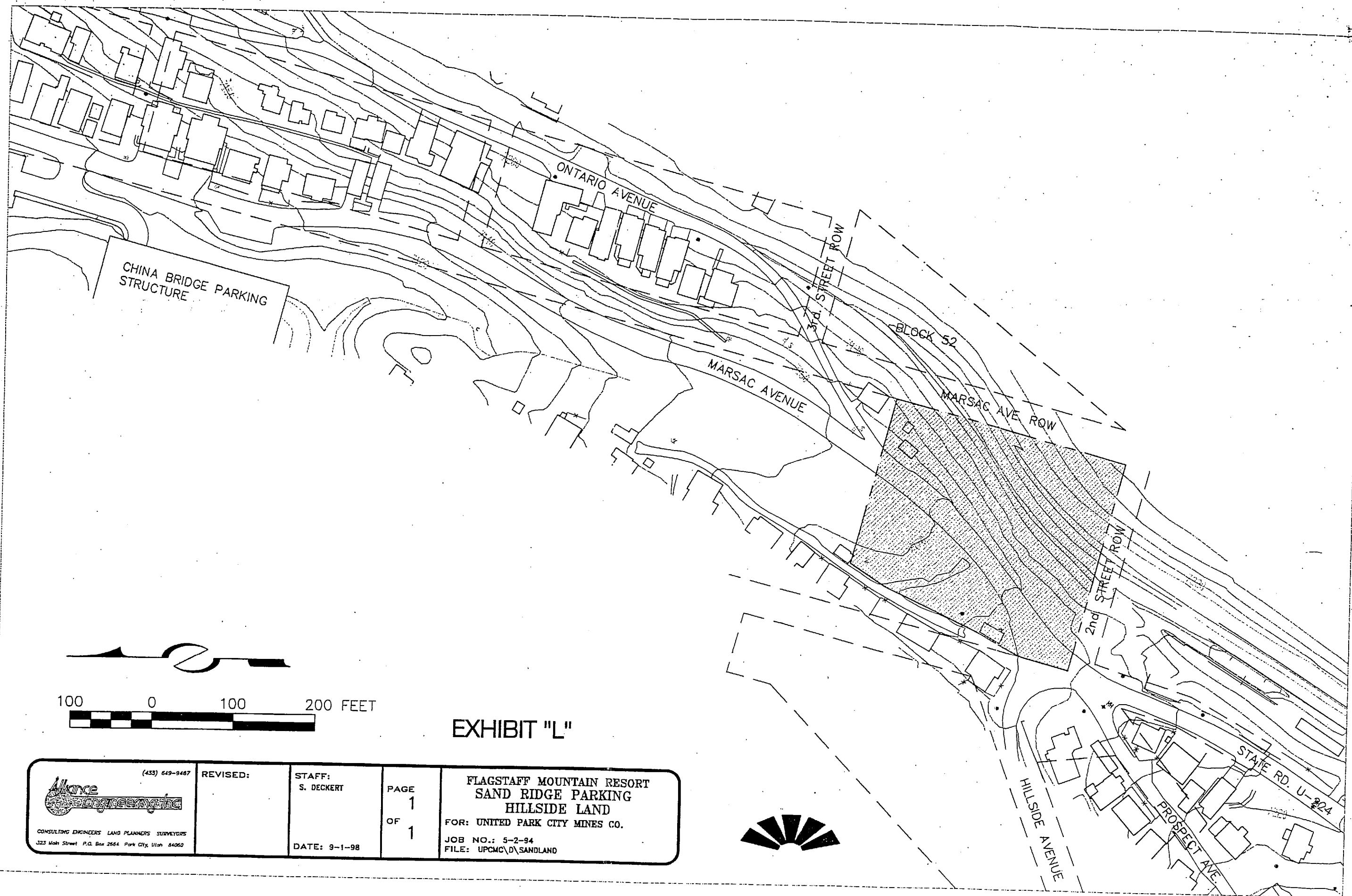
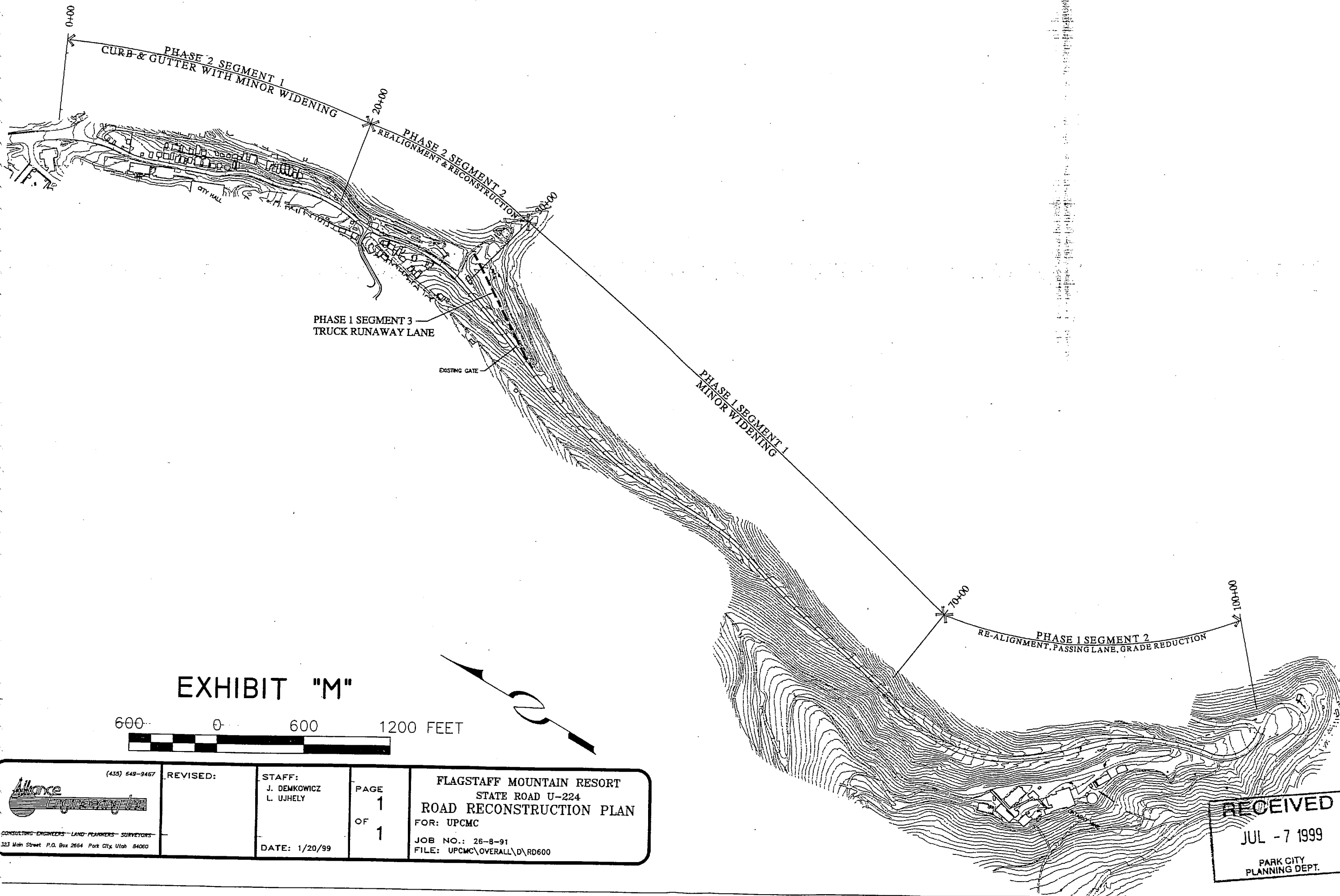


EXHIBIT "L"

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2884 Park City, Utah 84062	(435) 649-9487 REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT SAND RIDGE PARKING HILLSIDE LAND FOR: UNITED PARK CITY MINES CO. JOB NO.: 5-2-94 FILE: UPMC/D\SANDLAND
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(435) 649-9457
Allan
Engineering Inc.
 CONSULTING ENGINEERS - LAND PLANNERS - SURVEYORS
 323 Main Street P.O. Box 2664 Park City, Utah 84060

REVISED:

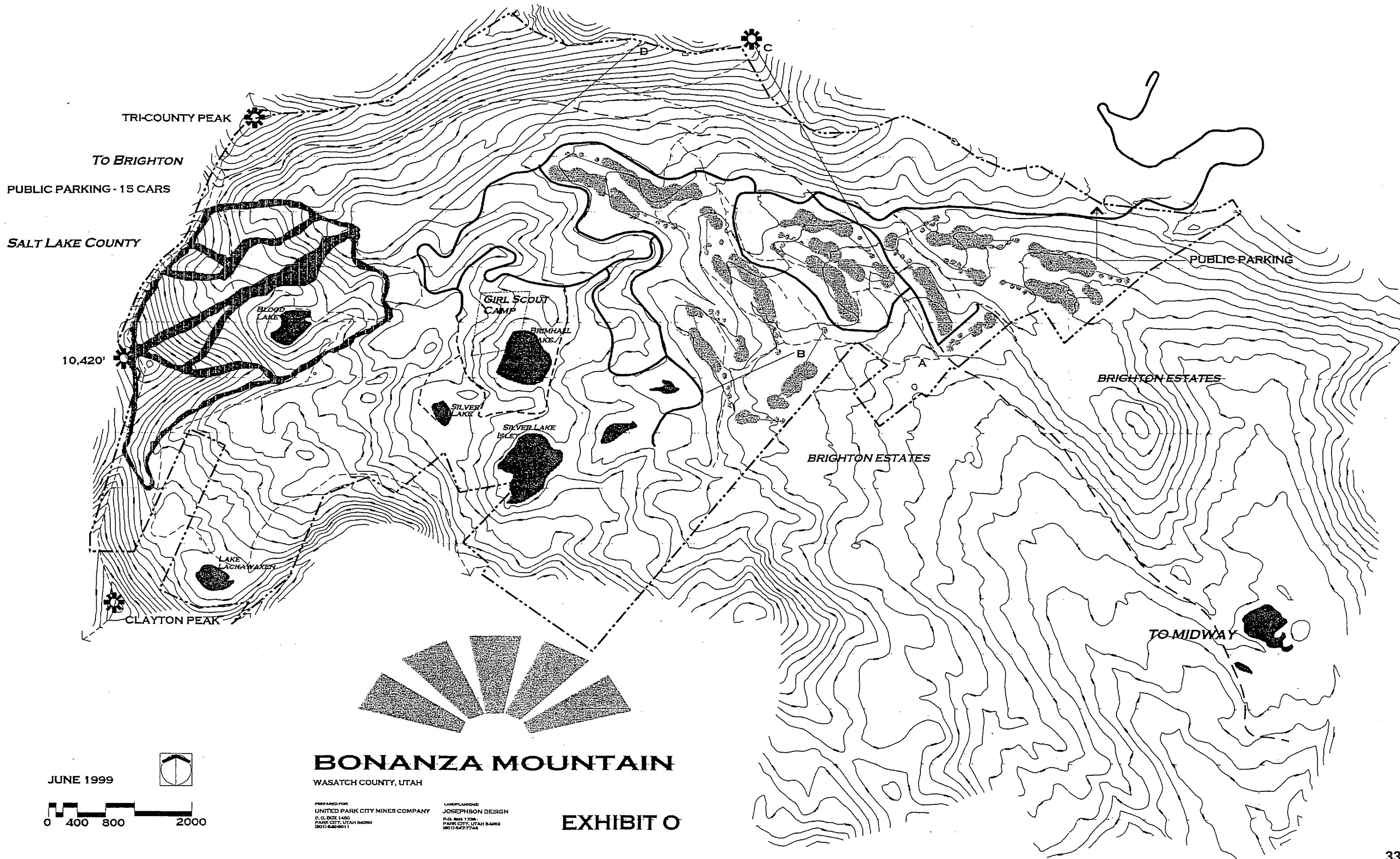
STAFF:
 J. DEMKOWICZ
 L. UJHELY

DATE: 1/20/99

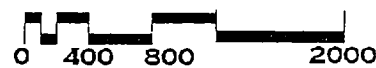
PAGE
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 OF
 1

FLAGSTAFF MOUNTAIN RESORT
 STATE ROAD U-224
 ROAD RECONSTRUCTION PLAN
 FOR: UPCM
 JOB NO.: 26-8-91
 FILE: UPCM\OVERALL\RD600

RECEIVED
 JUL - 7 1999
 PARK CITY
 PLANNING DEPT.



JUNE 1999



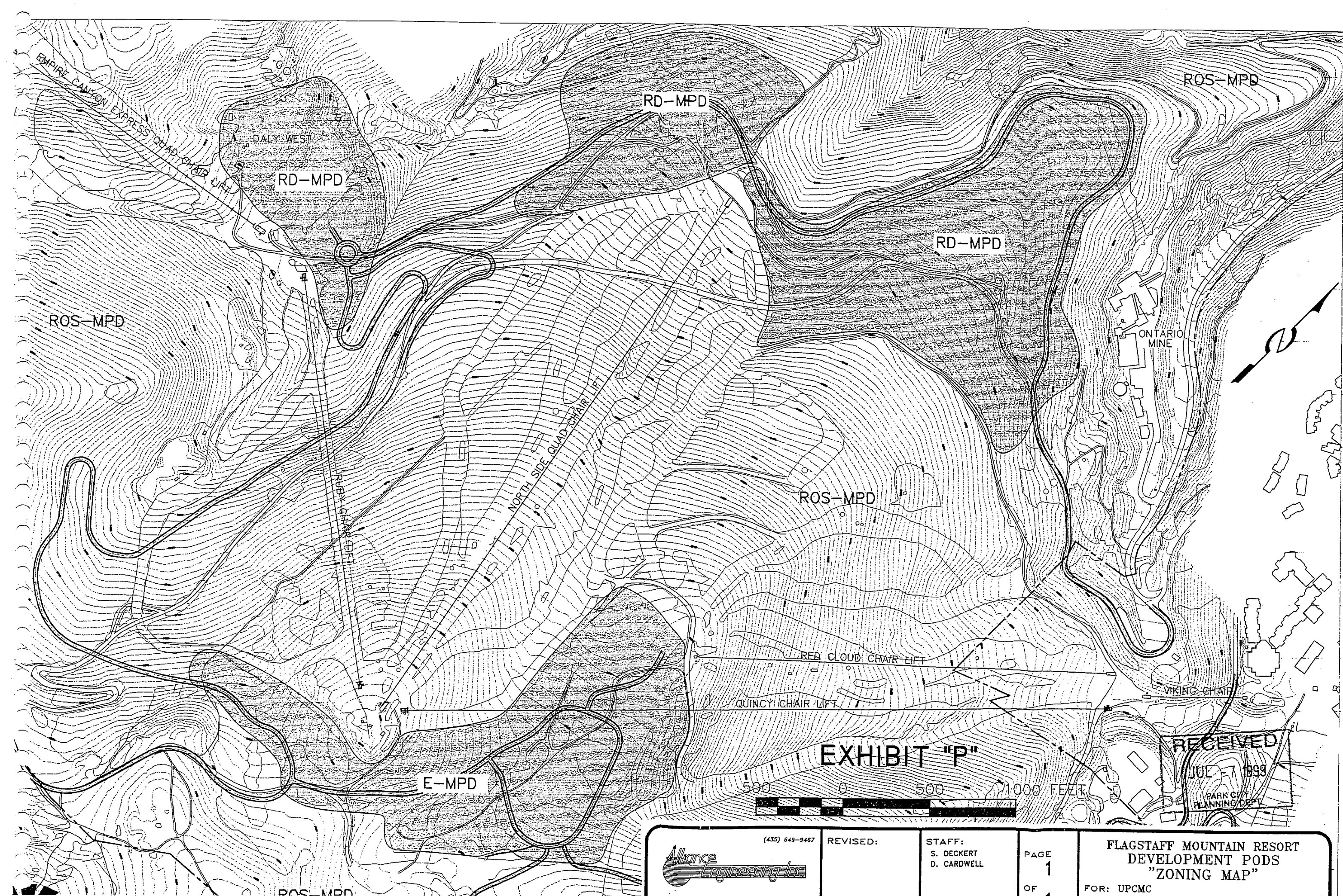
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

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

LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84069
(801) 647-7744

EXHIBIT O



LINE TABLE

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CURVE TABLE

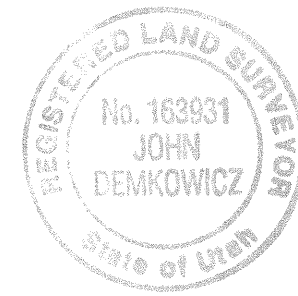
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C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°36'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°25'37" E

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition.

John Demkowicz
John Demkowicz
L.S. No. 163931

7/26/99
Date



OWNER'S DEDICATION AND CONSENT TO RECORD

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

Hank Rothwell
Hank Rothwell, President

ACKNOWLEDGEMENT

State of Utah
County of Summit :SS

On this 26th day of July, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Mary L Peacock
Notary Public



My Commission Expires: 8-28-2002

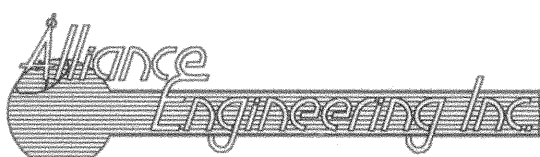
LEGAL DESCRIPTION

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04 39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line : North 44 09'00" East 1236.63 feet; thence North 35 07'44" East 548.54 feet; thence North 37 33'27" East 779.84 feet; thence North 49 33'13" East 616.72 feet; thence North 71 34'40" East 644.26 feet; thence North 30 09'00" East 354.14 feet; thence North 20 48'44" East 698.015 feet; thence North 10 48'36" East 569.75 feet; thence North 23 55'00" East 604.00 feet; thence North 87 35'00" East 778.00 feet; thence North 77 17'18" East 735.40 feet; thence North 82 14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39 17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64 44'13" East 136.79 feet; thence North 67 45'58" East 149.28 feet; thence North 81 11'10" East 122.88 feet; thence North 77 19'44" East 85.84 feet; thence North 77 48'30" East 79.25 feet; thence North 86 11'16" East 94.42 feet; thence South 72 54'27" East 85.42 feet; thence South 71 42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79 18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10 41'54" East 76.70 feet; thence North 15 21'41" East 116.30 feet; thence North 56 44'38" East 142.80 feet; thence North 46 47'25" East 123.00 feet; thence North 35 09'16" East 88.70 feet; thence North 32 14'53" East 101.60 feet; thence North 32 00'03" East 159.20 feet; thence North 33 26'55" East 136.00 feet; thence North 38 27'54" East 138.00 feet; thence North 27 54'51" East 126.00 feet; thence North 31 30'07" East 96.20 feet; thence North 40 35'50" East 110.80 feet; thence North 50 15'25" East 92.50 feet; thence North 56 00'00" East 94.90 feet; thence North 50 23'25" East 105.09 feet; thence North 47 29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32 04'00" East 296.25 feet; thence North 29 09'57" East 315.97 feet; thence North 28 18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly boundary line for the corporate limits of Park City, Utah; thence South 89 59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses: South 00 15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15 23'33" 398.24 feet more or less; thence South 15 39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06 11'23", a distance of 613.57 feet; thence South 09 27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16 06'55", a distance of 388.82 feet; thence South 6 39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48 51'38", a distance of 500.26 feet; thence South 55 30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30 23'53", a distance of 364.28 feet; thence South 25 06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21 36'53", a distance of 191.78 feet; thence South 3 30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55 51'14", a distance of 214.46 feet; thence South 31 39'00" West 68.20 feet; thence South 79 38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79 59'46" West 300.78 feet more or less along the southeasterly edge of said Mining Reservation; thence South 17 09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69 East 360.00 feet; thence South 29 20' West 117.60 feet; thence North 78 10' East 714.30 feet; thence East 1,106.71 feet more or less to a point on the Wasatch-Summit County line: thence along said Wasatch - Summit County line. The following thirty courses: South 04 15'00" East 1,028.07 feet; thence South 25 30'30" East 2,521.90 feet to County Line Point 51; thence South 29 50'00" West 1,398.30 feet to County Line Point 55; thence South 4 19'00" West 1,320.70 feet to County Line Point 58; thence South 47 05'00" West 369.50 feet to a County Line Point; thence South 83 34'00" West 63.10 feet to County Line Point 59; thence South 47 42'00" West 1,207.40 feet to County Line Point 62A; thence North 39 53'30" West 1,352.50 feet to County Line Point 64; thence North 72 50'00" West 317.30 feet to County Line Point 65; thence North 46 45'00" West 87.90 feet to County Line Point 66; thence North 70 57'00" West 502.00 feet to County Line Point 67; thence North 51 56'00" West 481.90 feet to County Line Point 68; thence North 55 53'00" West 466.80 feet to County Line Point 69; thence North 21 49'00" West 317.40 feet to County Line Point 70; thence North 59 57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33 22'30" West 467.10 feet to County Line Point 71; thence South 85 10'30" West 492.30 feet to County Line Point 72; thence South 54 42'30" West 453.20 feet to County Line Point 73; thence South 88 55'30" West 344.00 feet to County Line Point 74; thence North 82 52'30" West 1,132.30 feet to County Line Point 77; thence North 59 43'30" West 1,074.55 feet to County Line Point 2338; thence North 79 07'30" West 494.73 feet to County Line Point 80; thence North 70 28'30" West 339.90 feet to County Line Point 81; thence North 60 14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64 07'00" West 727.60 feet to County Line Point 83; thence South 77 44'00" West 966.80 feet to County Line Point 85; thence North 77 28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85 36'00" West 219.10 feet to County Line Point 86; thence North 46 44'00" West 384.70 feet to County Line Point 87; thence North 34 37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

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



JOB No. 17-4-96 Y:\UPCMC\FLAGSTAFF\OVERALL\FLGANEX.DWG

ALLIANCE ENGINEERING INC.

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

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 26th DAY OF JULY, 1999 A.D.
BY *Eric W. Johnson*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 26th DAY OF JULY, 1999 A.D.
BY *Michael R. Papp*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 24 DAY OF JUNE, 1999 A.D.
BY *James M. Smith*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 24 DAY OF JUNE, 1999 A.D.
BY *High A. Smith*
MAYOR PRO TEM

545098

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Park City Municipal Corp DATE 7-28-99 TIME 11:04 AM BOOK - PAGE -
N/C
FEE - RECORDER *Doreen M. Dunn*

ORDINANCE NO. 04-56

AN ORDINANCE APPROVING THE RED CLOUD SUBDIVISION PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Red Cloud subdivision plat have petitioned the City Council for approval of the Red Cloud subdivision plat; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 27, 2004, to receive input on the Red Cloud subdivision plat;

WHEREAS, the Planning Commission, on October 27, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 11, 2004 the City Council approved the Red Cloud subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Red Cloud subdivision plat

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

SECTION 1. APPROVAL. The Red Cloud subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Red Cloud Subdivision Plat is located in the Estate-MPD and Recreational Open Space-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.

4. The MPD and subdivision are subject to the 14 Technical Reports approved on December 12, 2002.
5. The Planning Commission approved the Red Cloud MPD on August 11, 2004, for thirty (30) single-family homes.
6. On September 9, 2004, the City Council upheld the Planning Commission's approval of the MPD after hearing an appeal by Stichting Mayflower Fonds, et al.
7. The City Council amended the Development Agreement and Zoning Map on September 23, 2004.
8. Both a Conservation Easement and Public Ski Easement are proposed within platted lots for the Enchanted Forest. Conservation easements are proposed elsewhere in Empire Pass in accordance with the Development Agreement.
9. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
10. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac. A secondary emergency access road is required with an all-weather 20-foot wide surface.
11. The maximum Building Height in the Estate District is 28 feet (33 feet with a pitched roof).
12. The applicant's prior dedication of the realigned SR 224 is subject to a claim resulting from ownership of the Marsac Claim. The applicant and UDOT have committed to maintaining public access and taking necessary corrective action. Accordingly, the applicant is proceeding at their own risk.

Conclusions of Law

1. There is good cause for this Final Subdivision Plat.
2. The Final Subdivision Plat is consistent with the Flagstaff Annexation and Development Agreement, the Red Cloud Master Plan Development, the Red Cloud Preliminary Plat, Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Preliminary Subdivision Plat.
4. Approval of the Final Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. City Engineer approval of a utility and infrastructure plan is a condition precedent to the plat recordation.
2. Both utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval. Utility lines and cleared ski trails shall not encroach in the Enchanted Forest as defined on the plat.
3. The proposed over-length cul de sac that ends in the thirty single family lots will have a secondary emergency access from the Red Cloud road. This emergency access shall not go through the Enchanted Forest. The emergency access will continue as a minimum 20-foot wide all-weather surface road. This emergency

access road must be installed prior to building permit issuance for any of the single-family homes.

4. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit and for the Red Cloud Subdivision infrastructure.
5. The final subdivision plat will include plat notes as follows:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the projects CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, exhibit 2 of the 1999 LSMPD for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.
2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.
3. Defensible Space Plan. Prior to vertical construction of residential units a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.
4. Water Efficient Irrigation and Limited Turf. Each platted lot, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, as such may be amended or superseded from time to time.
2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot basis with the

approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. **Building Footprint and Site Disturbance.** In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval by individual homeowners. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.
4. **Defensible Space.** Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional prepare the plan.
5. **Irrigated Area.** Each individual lot must submit landscape plans consistent with the project's Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 sq ft. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.
6. **Design Review Board Approval.** The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views, and minimizing impacts on adjacent lots.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project Design Guidelines.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 sq ft. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts, courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.
2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined the Design Review Board will designate a new Approximate Building Location.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.
2. Ski Run Vegetative Buffer. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (as defined by the LMC) within the buffer to the ski runs must be maintained. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. Easements. The numbers, locations, and widths of private ski trail easements and the Deer Valley ski trail and bridge easements as shown on the plat are approximate the location of which will be fixed by a subsequent grant of easement prior to construction on a lot.

2. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management code.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Restrictive Covenants. The property and lots depicted on this plat are subject to the Master Declaration of Covenants, Conditions and Restrictions for Flagstaff, a Planned Community, recorded on June 28, 2004, as entry No.623450 in Book No.1457, Pages 747 to 832, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.
2. Master Declaration. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, recorded on _____, 2004, as entry No. _____ in Book No. _____, Pages ____ to ____, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.
3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of an grant of easement recorded _____, 2004, in Book No. _____, Pages _____, in the office of the Summit County Recorder.
4. Enchanted Forrest. The area on the plat identified as the Enchanted Forrest and the lots that incorporate such area are affected by a ski easement for public skiing and a conservation easement. No Development activity, including fencing, is permitted within the Enchanted Forrest.
5. Access Parcel. A Future Access Parcel between lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.
6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.
7. Shared Driveway. Developer will grant, for the benefit of the owners of lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway.
6. The final subdivision plat will include ski and conservation easements over the Enchanted Forest. Public ski access only will be allowed. No construction activity, including fencing, is permitted within the Enchanted Forest as defined on the final plat.

7. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
8. The plat will also include the following note: "Vertical construction in Red Cloud, (except building permits for Temporary Improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing plan, or as amended by subsequent action, as follows:
 - Approval of the Mountain Village Master Planned Development (MPD) application (including, but not limited to, the Alpine Club Phase 1, pulse gondola, transit hub, village ski runs, and related landscaping) and all related conditional use permits;
 - Approval of the Pod D MPD and subdivision plat;
 - The Alpine Club Phase 1 resort amenity package shall be substantially complete and bonded for completion, including, at a minimum, a restaurant, bar, convenience store, landscaping, ski runs/pedestrian connections, and concierge's services operated by a management company. Phase 1 of the Alpine Club will consist of a minimum of 10,000 square feet of building area;
 - The first phase of Alpine Club multi-family units as approved in the Mountain Village MPD shall be substantially complete, and bonded for completion;
 - A building permit shall be issued for the Mountain Village transit hub and the hub shall be bonded for completion;
 - A building permit shall be issued for the pulse gondola and the gondola shall be bonded for completion; and
 - A building permit shall be issued for construction of at least one multi-family building within the Mountain Village (as approved in the Mountain Village MPD) in addition to the Alpine Club multi-family units.
9. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
10. If at any time, public access or the State's acceptance of dedication of SR 224 is invalidated or withdrawn, such that public access is materially interrupted, all future development activity shall be subject to immediate stop work order and any pending and future Certificate of Occupancy and Building Permit shall be suspended until (i) a Certificate of Immediate Occupancy is obtained for public access, or (ii) alternative access acceptable to the City is provided, or (iii) the City receives public access assurances satisfactory to the City from UDOT or others. This condition shall be noted on the plat, and shall be of no force or effect and may be removed from the plat at any point in time when the applicant, on its own initiative, provides (i) alternative access solutions satisfactory to the City, or (ii) assurances from UDOT satisfactory to the City that SR 224 will remain in its existing location.

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

PASSED AND ADOPTED this 11th day of November, 2004.

PARK CITY MUNICIPAL CORPORATION

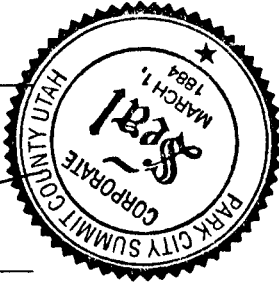
Dana Williams
Mayor Dana Williams

Attest:

Janet M. Scott
Janet M. Scott, City Recorder

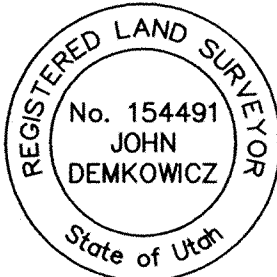
Approved as to form:

Mark D. Harrington
Mark D. Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as RED CLOUD SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.



1-20-05
DATE

John Demkowicz
JOHN DEMKOWICZ

BOUNDARY DESCRIPTION

A parcel of land located in the south half of Section 28 and the north half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South 88°24'56" West 6.71 feet along Section Line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly and line of the UNCLE CHARLES mining claim North 42°53'29" West 200.06 feet; thence along the westerly side line of the UNCLE CHARLES mining claim South 47°05'06" West 151.61 feet; thence North 42°54'54" West 60.00 feet; thence South 47°05'06" West 235.59 feet to a point on a curve to the right having a radius of 190.00 feet, of which the radius point bears North 42°54'54" West; thence along the arc of said curve 163.35 feet through a central angle of 49°15'33" to a point of reverse curve to the left having a radius of 140.00 feet, of which the radius point bears South 06°20'39" West; thence South 47°05'06" West 161.91 feet to a point on a curve to the left having a radius of 175.00 feet, of which the radius point bears South 16°53'18" East; thence along the arc of said curve 173.22 feet through a central angle of 56°42'44"; thence South 16°23'58" West 201.56 feet; thence South 37°34'45" East 421.42 feet to a point on the Summit-Wasatch County line; thence along the Summit-Wasatch County line the following three (3) courses: 1) South 54°41'12" West 119.26 feet; thence 2) South 88°54'12" West 344.13 feet; thence 3) North 82°53'47" West 231.41 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North 07°06'13" East; thence along the arc of said curve 147.29 feet through a central angle of 06°37'08"; thence North 13°43'21" East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North 13°43'21" East; thence northerly along the arc of said curve 107.22 feet through a central angle of 122°51'58"; thence North 46°35'19" East 192.32 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears North 43°24'41" West; thence along the arc of said curve 394.15 feet through a central angle of 36°08'00"; thence North 10°27'20" East 165.38 feet to a point on a curve to the right having a radius of 215.00 feet, of which the radius point bears South 79°32'40" East; thence along the arc of said curve 150.27 feet through a central angle of 40°02'47" to a point of reverse curve to the left having a radius of 75.00 feet, of which the radius point bears North 39°29'53" West; thence northerly along the arc of said curve 80.07 feet through a central angle of 61°10'16"; thence North 10°40'09" West 211.51 feet; thence North 53°02'42" East 174.14 feet; thence South 83°22'14" East 72.43 feet; thence North 71°26'21" East 57.91 feet; thence North 58°22'25" East 126.67 feet; thence North 43°19'22" East 103.91 feet; thence North 88°33'34" East 698.29 feet; thence South 07°11'44" West 272.48 feet; thence North 47°05'06" East 62.37 feet; thence North 07°11'44" East 214.78 feet to a point on a curve to the left having a radius of 392.87 feet, of which the radius point bears North 82°48'16" West; thence along the arc of said curve 265.09 feet through a central angle of 38°39'37"; thence North 40°06'56" East 338.44 feet; thence North 33°54'42" East 222.11 feet; thence North 02°31'44" West 549.12 feet; thence North 02°39'14" West 518.83 feet; thence North 43°40'11" East 113.75 feet; thence North 61°14'42" East 124.74 feet; thence North 83°45'19" East 150.83 feet; thence South 67°09'50" East 93.65 feet; thence South 34°57'27" East 259.63 feet; thence South 53°11'52" East 301.16 feet; thence South 37°04'40" East 64.38 feet to a point on the westerly side line of the CLIPPER mining claim, Lot 570 in the Uintah Mining District; thence along the westerly side line of the CLIPPER mining claim South 25°25'00" West 583.88 feet; thence along the westerly side line of the CLIPPER mining claim South 36°57'00" West 854.05 feet; thence along the southerly end line of the CLIPPER mining claim South 83°00'00" East 221.10 feet; thence South 13°00'12" West 240.42 feet; thence South 20°54'24" West 205.52 feet to a point on the northerly side line of the HARWOOD mining claim, Lot 450 in the Uintah Mining District; thence along the northerly side line of the HARWOOD mining claim South 47°05'27" West 91.00 feet to the point of beginning.

Description contains 49.26 acres.

CURVE TABLE SHEET 1 OF 5			
CURVE	ARC	DELTA	RADIUS
C1	163.35	49°15'33"	190.00
C2	140.18	57°22'03"	140.00
C3	277.03	34°08'06"	465.00
C4	173.22	56°42'44"	175.00
C5	147.29	06°37'08"	1275.00
C6	107.22	122°51'58"	50.00
C7	394.15	36°08'00"	625.00
C8	150.27	40°02'47"	215.00
C9	80.07	61°10'16"	75.00
C10	265.09	38°39'37"	392.87

LINE TABLE SHEET 1 OF 5		
LINE	BEARING	DISTANCE
L1	S 20°54'24" W	205.52
L2	S 47°05'27" W	91.00
L3	N 42°53'29" W	200.06
L4	S 47°05'06" W	151.61
L5	N 42°54'54" W	60.00
L6	S 38°58'36" W	145.23
L7	S 73°06'42" W	161.91
L8	S 16°23'58" W	201.56
L9	S 54°41'12" W	119.26
L10	N 13°43'21" E	50.00
L11	N 46°35'19" E	192.32
L12	N 10°27'20" E	165.38
L13	N 10°40'09" W	211.51
L14	N 53°02'42" E	174.14
L15	S 83°22'14" E	72.43
L16	N 71°26'21" E	57.91
L17	N 58°22'25" E	126.67
L18	N 43°19'22" E	103.91
L19	N 47°05'06" E	62.37
L20	N 43°40'11" E	113.75
L21	N 61°14'42" E	124.74
L22	N 83°45'19" E	150.83
L23	S 67°09'50" E	93.65
L24	S 37°04'49" E	64.38

EASEMENT 1: SBWRD SANITARY SEWER OUTFALL

CL EXISTING GUARDSMAN ROAD PUBLIC RIGHT-OF-WAY.

EXISTING GUARDSMAN ROAD

CL RED CLOUD ROAD ACCESS EASEMENT

LINE OF EXTG. CONSERVATION EASEMENT WEST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

CENTER LINE 60' WIDE DEER VALLEY CHAIR LIFT & PRIVATE SKI TRAIL EASEMENT

ACCESS PARCEL AND EASEMENT 5: SBWRD FUTURE MAIN AND ACCESS

ACCESS EASEMENT AND EASEMENT 6: SBWRD MAIN AND ACCESS

EASEMENT 2: RED CLOUD TRAIL AND RUBY HOLLOW--SBWRD MAIN AND ACCESS

LINE OF ESTATE ZONE 30' MINIMUM SETBACK TYPICAL.

CL EXISTING POWER LINE

EASEMENT 3: SBWRD MAIN AND ACCESS

SUMMIT / WASATCH COUNTY LINE & FLAGSTAFF ANNEXATION BOUNDARY.

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

- FOUND SURVEY MONUMENT
- PROPERTY CORNERS TO BE SET. SEE SHEETS 2 & 3

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and private rights-of-way as set forth on the Plat, hereafter to be known as RED CLOUD SUBDIVISION. Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets and for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 20th day of January, 2005.

UNITED PARK CITY MINES COMPANY

By: Mark R. Thorne
Title: Vice President

ACKNOWLEDGMENT

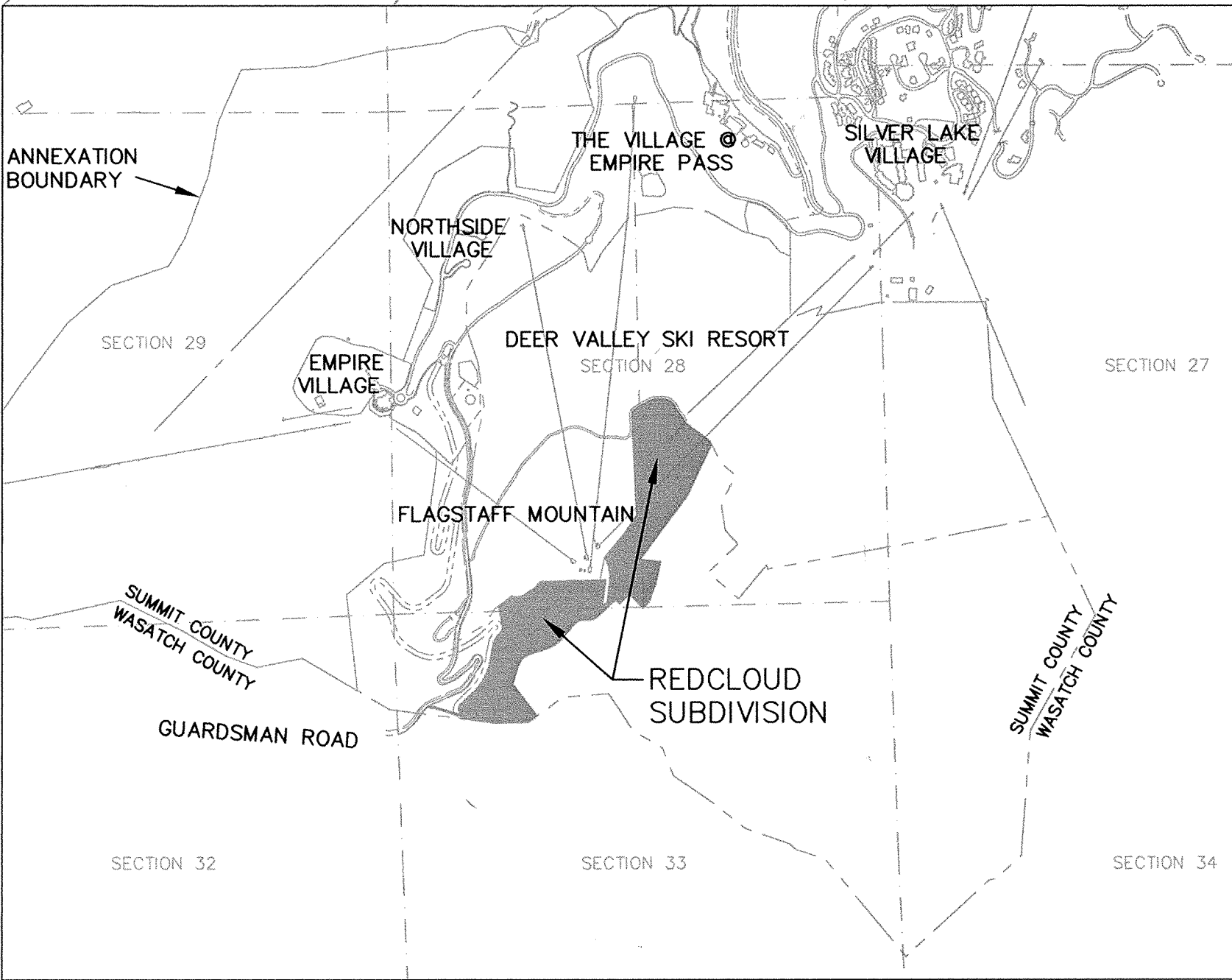
STATE OF UTAH)
COUNTY OF SUMMIT) SS.

On this 20th day of January, 2005, personally appeared before me, the undersigned Notary Public, in and for said State and County, Mark R. Thorne, who after being duly sworn, acknowledged to me that he is the Vice President of UNITED PARK CITY MINES COMPANY, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Mary J. Carney
A NOTARY PUBLIC COMMISSIONED IN UTAH
Mary J. Carney

Residing at: Park City, UT

My Commission Expires: June 13, 2008



VICINITY MAP

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTION 28 AND SECTION 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 4

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

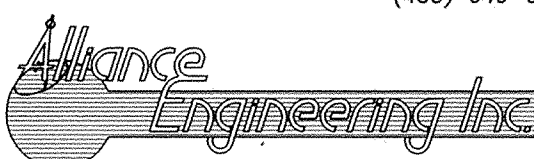
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724781 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title Co.

DATE Jan 27, 2005 TIME 13:05 P.M. BOOK --- PAGE ---

\$150.00
FEE Betty Willoughby, Deputy
RECORDER



(435) 649-9467

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 21st

DAY OF January, 2005 A.D.

BY B.S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26
DAY OF January, 2005 A.D.

BY J. Berth
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION, ON FILE IN MY OFFICE THIS 24th
DAY OF JANUARY, 2005 A.D.

BY Chris W. DeGnan
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 25th
DAY OF January, 2005 A.D.

BY M.H.D. He
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 11 DAY OF NOVEMBER, 2004 A.D.

BY Shirley N. Scott
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11 DAY OF November, 2004 A.D.

BY Dana Williams
MAYOR

LINE TABLE SHEETS 2 OF 5 & 3 OF 5

LINE	BEARING	DISTANCE
L1	S 47°05'27" W	9.00
L2	N 42°54'54" V	60.00
L3	S 54°41'12" V	119.26
L4	N 13°43'21" E	50.00
L5	S 63°21'14" E	72.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°49'11" E	113.73
L10	S 67°09'50" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" V	15.22
L13	S 43°22'30" V	25.34
L14	S 79°41'53" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" V	43.20
L17	S 27°55'41" E	43.20
L18	N 82°53'47" V	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 09°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 10°40'09" V	6.43
L24	N 53°02'42" E	16.21
L25	S 84°47'29" E	56.54
L26	N 58°22'29" E	14.29
L27	S 14°48'02" V	32.02
L28	S 17°18'15" E	76.76
L29	S 12°19'29" E	29.65
L30	S 18°11'06" V	34.78
L31	N 40°06'56" E	25.52
L32	N 02°31'44" V	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'02" V	73.12
L38	S 57°48'22" V	52.96
L39	S 34°57'27" E	24.71
L40	S 79°08'26" V	66.73
L41	S 77°49'12" V	41.68
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°50'06" V	27.34
L45	N 73°49'02" V	2.36
L46	S 1°02'37" V	36.37
L47	S 12°35'27" E	32.54
L48	S 39°08'26" V	34.00
L49	S 12°13'00" V	50.85
L50	N 73°06'42" E	25.19
E1	N 69°15'57" E	13.63
E2	S 77°16'52" E	58.97
E3	S 74°48'11" V	15.93
E4	N 74°55'51" E	20.51
E5	N 52°59'30" V	39.52
E6	S 02°31'44" E	13.22
E7	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5

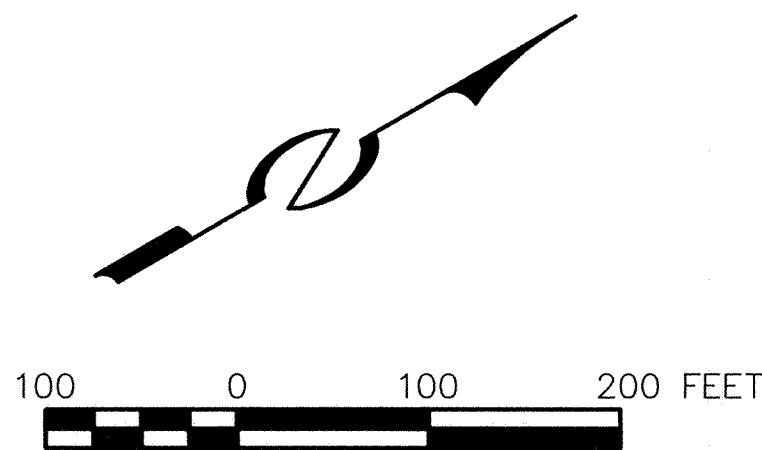
CURVE	ARC	DELTA	RADIUS
C1	163.55	49°15'37"	190.00
C2	140.18	57°22'03"	140.00
C3	173.22	56°42'44"	175.00
C4	147.29	56°37'08"	1275.00
C5	107.22	102°51'59"	50.00
C6	150.27	40°02'47"	215.00
C7	80.07	61°10'16"	75.00
C8	64.91	19°34'31"	190.00
C9	24.12	32°08'58"	15.00
C10	13.49	15°27'37"	50.00
C11	46.34	28°27'43"	93.29
C12	46.34	28°27'43"	93.29
C13	43.43	54°53'04"	100.00
C14	19.52	74°34'42"	15.00
C15	50.06	15°05'44"	190.00
C16	43.76	11°08'40"	225.00
C17	34.04	11°08'40"	175.00
C18	73.22	18°38'47"	225.00
C19	111.32	10°12'19"	625.00
C20	67.73	17°14'53"	225.00
C21	90.98	07°23'25"	625.00
C22	13.74	03°39'38"	215.00
C23	52.68	54°52'30"	55.00
C24	33.82	04°40'07"	415.00
C25	92.26	23°29'24"	225.00
C26	52.18	54°21'38"	55.00
C27	35.49	36°58'26"	55.00
C28	28.13	29°18'08"	55.00
C29	58.95	61°24'44"	55.00
C30	14.09	08°04'28"	100.00
C31	102.24	26°08'30"	224.09
C32	29.34	16°48'36"	100.00
C33	71.02	09°02'21"	450.00
C34	12.30	03°26'15"	205.00
C35	73.21	08°23'22"	500.00
C36	8.06	09°13'50"	50.00
C37	73.66	08°40'13"	500.00
C38	42.50	48°42'12"	50.00
C39	4.09	15°36'37"	15.00
C40	90.42	10°37'00"	50.00
C41	41.65	34°05'15"	70.00
C42	46.37	53°08'30"	50.00
C43	48.23	12°47'34"	216.00
C44	60.49	16°02'45"	216.00
C45	56.19	14°54'48"	216.00
C46	65.24	20°30'20"	182.29
C47	84.18	15°36'07"	309.12
C48	90.34	19°31'47"	265.05
C49	45.81	13°38'04"	192.50
C50	25.50	28°56'24"	50.48
C51	65.16	61°11'54"	602.25
C52	35.44	23°23'30"	86.82
C53	20.53	4°58'02"	242.50
C54	16.65	6°03'25"	157.50
C55	32.55	4°29'38"	415.00
C56	42.09	17°13'50"	140.00
C57	78.27	32°01'54"	140.00
C58	180.88	24°58'20"	415.00
C59	47.62	6°03'48"	450.00
E61	37.05	46°27'12"	50.00
E62	7.92	01°01'55"	440.00
E63	22.65	05°35'14"	232.29

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

- Property Corners To Be Set.
- Private Ejector Pump. See Utility Notes Sheet 4.
- Low Pressure Wastewater System. See Utility Notes Sheet 4.
- Street address on Redcloud Trail or Ruby Hollow
- Survey Monument to be set after completion of improvements.



RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

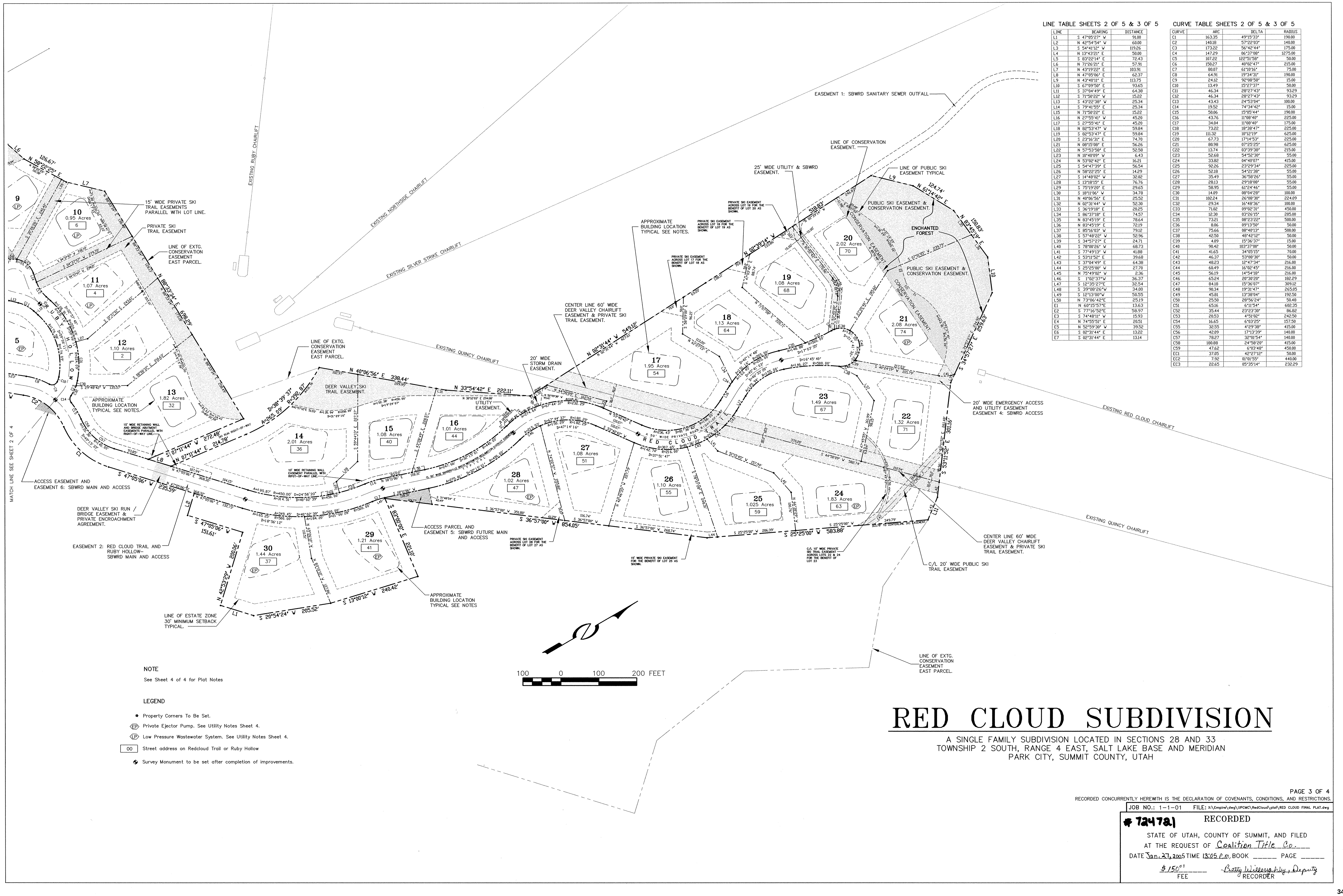
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724721 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF *Coalition Title Co.*

DATE *Jan 27, 2005* TIME *13:05 PM* BOOK *150* PAGE *4*

FEE *\$150.00* *Betsy Wallingbury, Deputy*
RECORDER



LINE TABLE SHEETS 2 OF 5 & 3 OF 5		
LINE	BEARING	DISTANCE
L1	S 47°05'27" W	91.00
L2	N 42°54'54" E	60.00
L3	S 54°41'11" V	119.26
L4	N 13°43'21" E	50.00
L5	S 83°22'14" E	78.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°40'11" E	113.75
L10	S 67°09'59" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" V	15.22
L13	S 43°22'38" W	25.34
L14	S 79°41'55" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" V	45.20
L17	S 27°55'41" E	45.20
L18	N 82°53'47" W	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 08°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 04°40'09" V	6.43
L24	N 53°02'42" E	16.21
L25	S 54°47'39" E	56.54
L26	N 58°22'25" E	14.29
L27	S 44°48'08" E	32.82
L28	S 13°18'15" E	76.76
L29	S 75°19'20" E	29.65
L30	S 18°11'06" V	34.78
L31	N 40°15'56" E	25.52
L32	N 02°31'44" V	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'03" V	79.12
L38	S 57°48'22" W	52.96
L39	S 34°57'27" E	24.71
L40	S 78°00'26" V	68.73
L41	S 77°49'13" V	41.88
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°25'00" V	27.70
L45	N 75°49'02" V	2.36
L46	S 1°02'37" W	36.37
L47	S 12°52'27" E	32.54
L48	S 39°08'26" V	34.00
L49	S 12°13'00" W	50.55
L50	N 73°06'42" E	25.19
L51	N 60°15'37" E	13.63
L52	S 77°16'52" E	58.97
L53	S 74°48'11" V	15.93
L54	N 74°55'51" E	20.51
L55	N 52°59'20" V	39.52
L56	S 02°31'44" E	13.22
L57	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5			
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C5	107.22	122°51'58"	50.00
C6	150.27	40°02'47"	215.00
C7	80.07	61°10'16"	75.00
C8	64.91	19°34'31"	190.00
C9	24.12	92°08'58"	15.00
C10	13.49	15°27'37"	50.00
C11	46.34	28°27'43"	93.29
C12	46.34	28°27'43"	93.29
C13	43.43	24°53'04"	100.00
C14	19.52	74°34'42"	15.00
C15	50.06	15°05'44"	190.00
C16	43.76	11°08'40"	225.00
C17	34.04	11°08'40"	175.00
C18	73.22	18°38'47"	225.00
C19	111.32	01°21'19"	625.00
C20	67.73	17°14'53"	225.00
C21	80.98	07°25'25"	625.00
C22	13.74	03°39'38"	215.00
C23	52.68	54°52'30"	55.00
C24	33.82	04°40'07"	415.00
C25	92.26	23°29'34"	225.00
C26	52.18	54°21'38"	55.00
C27	35.49	36°58'26"	55.00
C28	28.13	29°18'08"	55.00
C29	58.95	61°24'46"	55.00
C30	14.09	08°04'28"	100.00
C31	102.24	26°00'30"	224.09
C32	29.34	16°48'36"	100.00
C33	71.02	09°02'31"	450.00
C34	12.30	03°26'15"	205.00
C35	73.21	08°23'22"	500.00
C36	8.06	09°13'50"	50.00
C37	75.66	08°40'13"	500.00
C38	42.50	48°42'12"	50.00
C39	4.09	15°36'37"	15.00
C40	90.42	10°37'00"	50.00
C41	41.65	34°05'15"	70.00
C42	46.37	53°08'30"	50.00
C43	48.23	12°47'34"	216.00
C44	66.49	16°02'45"	216.00
C45	56.19	14°54'18"	216.00
C46	65.24	20°30'20"	182.29
C47	94.18	15°36'07"	309.12
C48	90.34	19°31'47"	265.05
C49	45.81	13°38'04"	192.50
C50	25.30	28°56'24"	50.48
C51	65.16	61°15'44"	602.35
C52	35.44	23°23'30"	86.62
C53	20.53	4°51'02"	242.50
C54	16.65	6°03'25"	157.50
C55	38.55	4°29'38"	415.00
C56	42.09	17°13'39"	140.00
C57	78.27	32°01'54"	140.00
C58	180.88	24°58'20"	415.00
C59	47.62	6°03'48"	450.00
EC1	37.05	42°27'12"	50.00
EC2	7.92	01°01'55"	440.00
EC3	22.65	05°59'14"	232.29

NOTE
See Sheet 4 of 4 for Plot Notes

LEGEND

- Property Corners To Be Set.
- Private Ejector Pump. See Utility Notes Sheet 4.
- Low Pressure Wastewater System. See Utility Notes Sheet 4.
- Street address on Redcloud Trail or Ruby Hollow
- Survey Monument to be set after completion of improvements.

100 0 100 200 FEET

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 3 OF 4
RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

JOB NO.: 1-1-01 FILE: X:\Empira\dwg\UPCM\RedCloud\plat\RED CLOUD FINAL PLAT.dwg
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STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title Co.
DATE Jan. 27, 2005 TIME 13:05 P.M. BOOK PAGE
\$ 150.00
FEE Betty Williams, Deputy RECORDER

PLAT NOTES:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the project's CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, exhibit 2 of the 1999 LSMPD for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (as defined under the LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.

2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted or illustrated otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.

3. Defensible Space Plan. Prior to vertical construction of residential units, a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.

4. Water Efficient Irrigation and Limited Turf. Each platted lot, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, as such may be amended or superseded from time to time.

2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot basis with the approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. Building Footprint and Site Disturbance. In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval by individual homeowners. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.

4. Defensible Space. Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health, and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional prepare the plan.

5. Irrigated Area. Each individual lot must submit landscape plans consistent with the projects Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 square feet. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.

6. Design Review Board Approval. The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views, and minimizing impacts on adjacent lots.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project's Design Guidelines.

8. Vertical construction in Red Cloud (except building permits for temporary improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing Plan, or as amended by subsequent action. See Park City Ordinance 04-56, as such requirements may be amended by the City.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 square feet. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts and courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.

2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined, the Design Review Board will designate a new Approximate Building Location.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.

2. Ski Run Vegetative Buffer. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (LMC) within the buffer to the ski runs must be maintained. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. Ski Trail and Bridge Easements. The numbers, locations, and widths of some of the private ski trail easements and some of the Deer Valley ski trail and bridge easements as shown on the plat are approximate, the location of which will be fixed by a subsequent grant of easement prior to construction on a lot. Such easements may not be amended by the City by Plat Amendment without written consent of the Owner of the property affected by such easement.

2. The Red Cloud Homeowners Association has the power to grant and convey to any third party, and Owner (United Park City Mines Company) reserves unto itself, transferable easements and rights of way on, over, under and through (i) the area being a ten (10) foot wide strip of land immediately inside the perimeter boundary of each Lot (or wider if necessary for purpose "(a)", below), and (ii) all other areas of the Red Cloud Subdivision, including but not limited to rights of ingress and egress for the purposes of: (a) grading to accommodate the construction of platted roadways; (b) constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, internet service, telephone and other purposes, public sewers, storm drains and pipes, drainage areas, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility service to the Declarant's Property or to the Red Cloud Subdivision; and (c) constructing, repairing, replacing, operating and maintaining hiking and biking trails, and ski trails and lifts.

3. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management code.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Master Declaration. The property and lots depicted on this plat are subject to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Flagstaff, a Planned Community, recorded on December 14, 2004, as Entry No. 00719855 in Book No. 01666, Pages 01054 to 01155, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

2. Restrictive Covenants. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, to be recored concurrently with recordation of this Plat in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of a grant of easement recorded January 20, 2005, as Entry No. 00723647, in Book No. 01673, Pages 01607-01615, in the office of the Summit County Recorder.

4. Enchanted Forest. The area on the plat identified as the Enchanted Forest and the lots that incorporate such area are affected by a ski easement for public skiing easement recorded January 20, 2005, as Entry No. 00723645, in Book No. 01673, Pages 01596-01599 and a conservation easement recorded January 20, 2005, as Entry No. 00723646, in Book No. 01673, Pages 01600-01606. No Development activity, including fencing, is permitted within the Enchanted Forest.

5. Access Parcel. A Future Access Parcel between Lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.

6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.

7. Shared Driveway. Developer will grant, for the benefit of the owners of Lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway

Utility Notes

1. At the time of the resurfacing of Red Cloud Trail and Ruby Hollow, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) Standards.

2. Lots 1-4 & 7-11 are served by a low pressure wastewater system. These lots shall be required to install a low pressure grinder pump station and appurtenances consistent with the SBWRD Public Low Pressure Sewer System installed for the project. The Master Association shall be responsible for the operation, maintenance and repair of the low pressure grinder pump station and appurtenances.

3. Private wastewater ejector pumps may be required for Lots 5, 6, 21, 24, and 28-30.

4. Water service for this project is provided by a pressure sustaining booster system. The responsibility for operation, maintenance, and eventual replacement of the booster system is assumed by the Momeowner's Association.

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED CONCURRENTLY HEREWITH IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

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STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF Coalition Title Co.

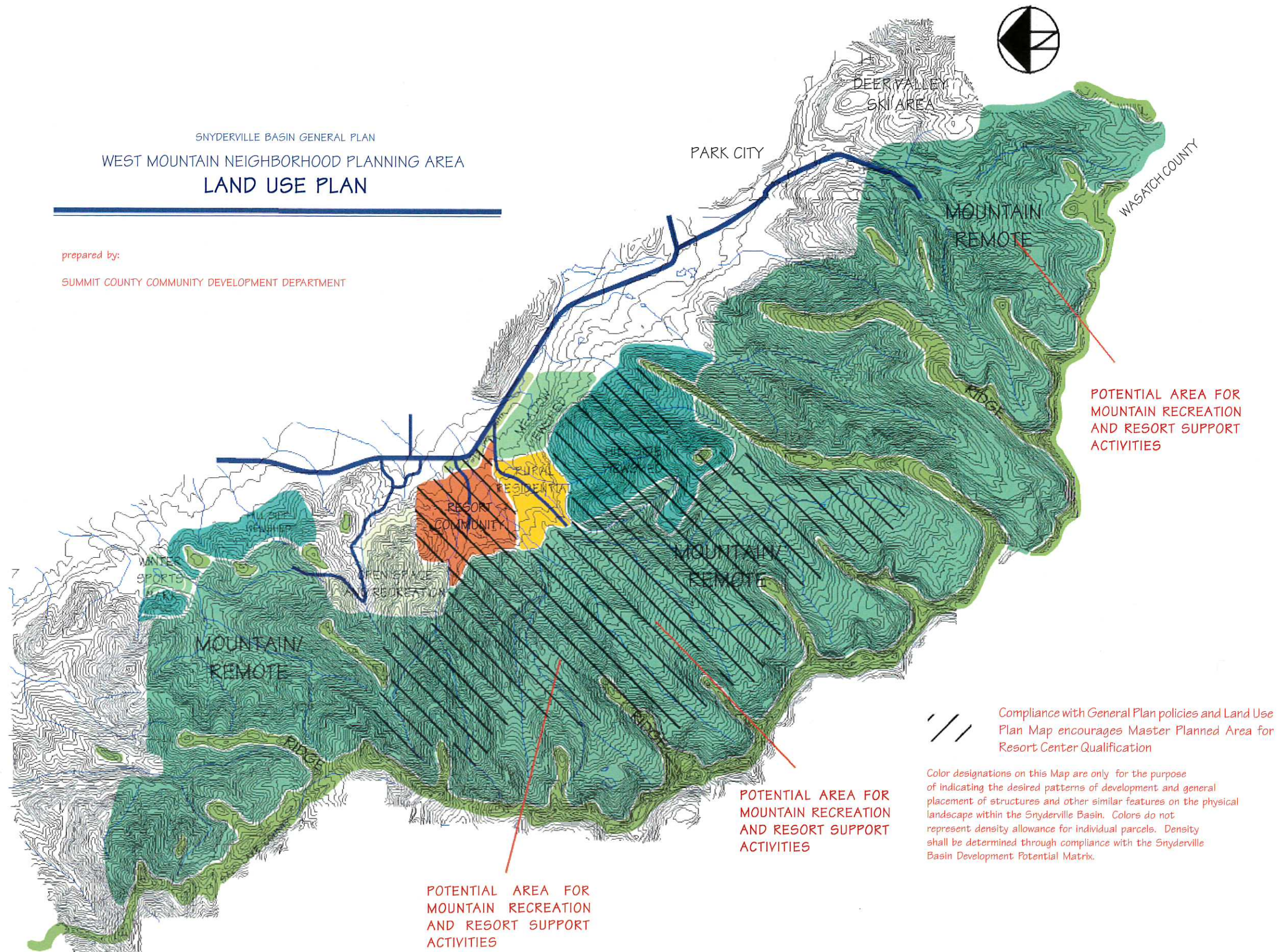
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Betty W. Deloughay, DeputyRECORDER

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

prepared by:
SUMMIT COUNTY COMMUNITY DEVELOPMENT DEPARTMENT



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

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

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

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

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

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

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

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

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

April 7, 2022

BY EMAIL AND U.S. MAIL

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

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

Dear Planning Commission:

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

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

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

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

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

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

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

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

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

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

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

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

² Park City Mun. Code § 15-2.10-1.

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

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

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

April 7, 2022
Page Three

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

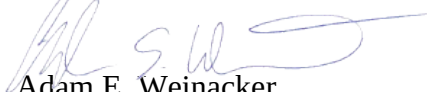
* * *

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

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

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

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

EXHIBIT A

Bransford Land Company, LLC. Zone Change Justification

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

The two parcels are:

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

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

Prior Approvals by PCMC:

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

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

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

Annexation and the Development Agreement:

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

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

Much has changed over the ensuing years:

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

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

BLC decided to prepare their property for disposition:

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

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

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

Respectfully Submitted,

Jeffrey Kuhn
On behalf of:
Bransford Land Company, LC



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

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

[CAUTION] This is an external email.

[SpeakUp](#)

New eComment for Planning Commission

Clive Bush submitted a new eComment.

Meeting: Planning Commission

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

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

[View and Analyze eComments](#)

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June 7, 2022

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

Re: Bransford Land Company – Conditional Zoning Change

Dear Ms. Hawley:

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

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

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

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

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

Sincerely,

Steve Issowits

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

Planning Commission Staff Report



Subject: Lift Upgrades, Parcel Numbers: PCA-S-98-PCMR-1, PCA-29-A, PCA-29-D, PCA-1003, SA-402-A, SA-253-B-2 – Park City Mountain
Application: PL-22-05249
Author: Lillian Lederer, Planner I
Date: June 15, 2022
Type of Item: Continuation- Planning Commission Deliberation Regarding an Appeal of an Approved Administrative Conditional Use Permit

Continuation of Planning Commission Deliberation- Summary

On 6/8/22 the Planning Commission held a hearing on the Lift Upgrade Appeal. After presentations by the Appellants, Planning Director and Applicant, the Planning Commission open and closed a public hearing. Following the public hearing, the Commission began its deliberations and requested a response from the Applicant regarding the Appellants' assertion, that the CCC calculation was inaccurate, using an example from the tables included in the exhibits to the [Staff Report](#).

The Applicant's consultant SE Group was not present at the beginning of the hearing, but joined the meeting in progress electronically. Due to time constraints, rather than have the Appellants restate their presentation, the Planning Commission [voted](#) to continue and requested a response from the Applicant. The meeting will provide the Applicant an opportunity to respond to the Commissions' request to clarify the CCC formula and calculation, and respond to the Appellants' assertion.

Order of Presentation

- Applicant's CCC response (10 min)
- Appellants response (10 min)
- Planning Commission deliberation regarding a decision on the appeal and the draft action letter attached to the original Staff Report as [Exhibit 16](#) (45 min)

Options For Action:

1. **Deny appeal** – Adopt draft action letter or direct Staff to prepare findings within 15 working days
2. **Grant appeal** – Direct staff to prepare findings granting the appeal the application within 15 working days
3. **Continue**- Chair should clarify if specific additional information is requested